

## WORK-FOR-HIRE AGREEMENT: REVISED

This is an Agreement between \_\_\_\_\_ of \_\_\_\_\_, hereinafter Artist, normally doing business at \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, hereinafter Creative Firm, normally doing business at \_\_\_\_\_.

This Agreement covers the preparation of \_\_\_\_\_ and submission of ideas and materials therefor. Client will incrementally request creative works. Artist will provide a time and cost and obtain approval to proceed. Artist will provide draft quality proofs for review, and upon proof of satisfactory completion, Client will make payment. Artist will then deliver final production quality versions of the creative works and any associated source files (whenever possible).

Artist is an independent contractor. This work is considered work-for-hire under the United States Copyright Act of 1976. All concepts, ideas, copy, sketches, art- work, electronic files and other materials related to it will become the property of Client. Artist acknowledges that \_\_\_\_\_ is being created by Artist for use by Client.

At Client's sole and absolute discretion, Client may make any changes in, deletions from, or additions to \_\_\_\_\_. Client is not under any obligation to use \_\_\_\_\_ or derivative materials.

Artist acknowledges that \_\_\_\_\_ is being created by Artist for use by Client and that \_\_\_\_\_ is a work made for hire under the United States Copyright Act of 1976. At all stages of development, the \_\_\_\_\_ shall be and remain the sole and exclusive property of Client. If for any reason the results and proceeds of Artist's services hereunder are determined at any time not to be a work made for hire, Artist hereby assigns to Client all right, title and interest therein, including all copyrights as well as renewals and extensions thereto.

Artist represents and warrants to Client that to the best of his/her knowledge the concepts, ideas, copy sketches, artwork, electronic files and other materials produced do not infringe on any copyright or personal or proprietary rights of others, and that he/she has the unencumbered right to enter into this Agreement.

Artist will indemnify Client from any damage or loss, including attorney's fees, rising out of any breach of this warranty.

Artist grants Client the right to issue and authorize publicity concerning Artist and to use Artist's name and approved biographical data in connection with the distribution and advertising of the project.

Any proprietary information, trade secrets and working relationships between Artist and Client and

its associates must be considered strictly confidential, and may not be disclosed to any third party, either directly or indirectly.

Please indicate acceptance of the terms set forth above by signing this Agreement.

