

WORK-FOR-HIRE AGREEMENT (10)

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

This Agreement covers the preparation of _____ further described in _____ and submission of ideas and materials therefor. Artist will receive a total fee of \$_____ upon satisfactory completion. Artist will deliver to Creative Firm on or before _____ the _____ in form and content satisfactory to the creative firm.

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 Creative Firm. Artist acknowledges that _____ is being created by Artist for use by Creative Firm.

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

Artist acknowledges that _____ is being created by artist for use by Creative Firm 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 Creative Firm. 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 Creative Firm all right, title and interest therein, including all copyrights as well as renewals and extensions thereto.

Credit for the work shall read: _____, provided that a substantial portion of Artist's work is used in Creative Firm's final product. No inadvertent failure by Creative Firm to comply with the credit line shall constitute a breach of this Agreement.

Artist represents and warrants to Creative Firm 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 Creative Firm from any damage or loss, including attorney's fees, rising out of any breach of this warranty.

Artist grants Creative Firm 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 Creative Firm and its clients must be considered strictly confidential, and may not be disclosed to any third party, either directly or indirectly.

With reasonable cause, either party reserves the right to cancel this Agreement without obligation by giving _____ written notice to the other party of the intent to terminate. In the event that either party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within _____ after receipt of written notice thereof, this Agreement shall terminate upon expiration of the _____ period. Should Artist's commission be cancelled or postponed for any reason before the final stage, Creative Firm agrees to pay a cancellation fee based on work completed.

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

