**ARTIST WORK-FOR-HIRE AGREEMENT**

This AGREEMENT (hereinafter referred to as the "Agreement") is made effective this

\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2011 by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter known as the "ARTIST") and Gizmocracy LLC, located at Kirkland, Washington (hereinafter known as the "PRODUCER").

WITNESSETH:

In consideration of the respective covenants contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

**1. Project.** The Artist will be engaged as an independent contractor in the creation of original artwork and art designs, (hereinafter known as “Assets”) for the Producer in conjunction with an Iphone/Ipad game design.

**2. Term and Delivery Schedule.** Artist agrees to provide reliable work on the Project for the Producer as per a mutually agreed upon verbal schedule of delivery. If Producer determines the assets being delivered by the Artist are not appropriate for the project, this agreement can be terminated in writing and Compensation owed to the Artist for work performed prior to termination date will be paid to the artist within 15 days, provided the Artist has submitted an invoice to the Producer.

**3. Compensation.** The enticement and consideration for this Agreement is the promise by the Producer to pay the Artist the amount of \_\_\_\_\_\_ per hour hereinafter “Compensation”. Artist agrees to keep very accurate calculations of hours spent on the Time Sheet. Artist agrees to keep a log detailing the tasks that comprised the creation of final assets in order to demonstrably represent the hours worked, keeping mindful of the projects budget limitations. Upon completion and delivery of all final assets and work performed, the total Compensation paid to the Artist during the Schedule of this agreement will be due within 30 days of invoice with a grace period of 15 days. Each week, 5 work days, past grace period 10% of final invoice price will be added to the final salary.

Artist and Producer will mutually agree to the specific work to be performed by Artist, with billable hourly caps for specific deliverables.  Under no circumstances will the billable hours of this contract exceed a maximum of \_\_\_\_\_ billable hours.  Artist acknowledges that Producer is not liable for any payments beyond compensation for the agreed maximum of hours at Artist's contractual hourly rate.

This Compensation will comprise full and complete payment for the Artist's services.

Producer is not liable for any expenses incurred by Artist in the performance of this contract, except as mutually agreed by Artist and Producer.  In the event that Artist and Producer agree that Producer will pay for any expenses, Producer may require Artist to provide receipts for any reimbursable expenses.

**5. Non-Disclosure.** Artist agrees that all information received from the Producer and art assets created by the Artist specifically for Producer's project regarding the idea, title, story, characters, designs, models, animations, and artwork (Details) for the Project shall be kept strictly confidential. Artist agrees not to share or reveal any Details to other studios, production companies, or other competitive entities. The Artist agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information to anyone. The Artist shall not make any copies of Confidential Information. The Artist acknowledges that the Confidential Information is the wholly original intellectual property of the Producer, and will make no attempt to claim ownership of it or any very similar intellectual property. The Artist shall immediately notify the Producer in the event of any unauthorized use or disclosure of the Confidential Information.

**6. Rights Assignment.** The artist assigns all rights including copyrights to assets created for the Producer's project to the Producer, when Artist is fully paid for under the Compensation clause of this contract, to be used by the Producer without limitation worldwide and in perpetuity in all media including but not limited to interactive games. Artist retains rights to use all artwork to secure potential jobs in portfolio reviews and person-to-person contact. All artwork will not be published online or print until both parties agree on timing. If Artist requires additional rights to display or otherwise use assets created for Producer's project for promotion of his independent contracting business, Producer agrees that that permission granting those rights will not be unreasonably withheld.

**7.  Independent Contractor Status**

Artist acknowledges that he is an independent contractor and that this contract does not imply or grant salaried employment status with Producer.  Artist acknowledges that he is not an employee, agent, or representative for Producer.  Artist acknowledges that he is responsible for reporting his income to all appropriate government agencies and for paying all taxes including self-employment taxes.  Producer will not withhold any state, Federal, or local taxes from Compensation to the Artist.  Artist acknowledges that he is entirely responsible for any Federal, state, or local unemployment insurance, Workman's Compensation expenses or taxes, business or personal taxes and withholding, employee benefits, or any other compensation, liability, or benefits ordinarily due to an employee under state law, and Artist indemnifies Producer for any liability for these expenses.

**8. Arbitration**

In the event of a dispute, Artist and Producer agree to abide by professional third-party, mutually binding arbitration, to take place within the Seattle metropolitan area at a time and date to be mutually agreed upon by Artist and Producer.

**9. Indemnity**. Artist will not hold Producer or the Producer’s Partners responsible or liable in the unlikely event that the Artist is harmed or accidentally injured in any way at the Workplace and while working for the Producer. The Artist agrees to hold the Producer and Partners harmless and indemnifies the Producer and Partners from and against any loss, damage, cost, and expense which the Artist may suffer or incur by reason of any breach of any warranty, representation or agreement made by both parties under this Agreement.

**10. Name and Likeness**. Artist hereby grants Producer the non-exclusive right to use and publish and to permit others to use and publish the name, likeness, image, artwork and biographical information, including but not limited to Artist's individual name, Artist’s previous credits and experience, and any other third party's name, whether personal or professional, in connection with the Project.

**11. Severability**. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

**12. Entire Agreement**: This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

This Agreement is entered into in the City of Kirkland and the State of Washington and is guided by and governed by the laws of that State.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

AGREED TO AND ACCEPTED:

BY:

"Producer"

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2011

(Producer Signature)

Ellen Beeman, co-owner

Gizmocracy LLC

10313 116th Ave NE, Kirkland, WA 98033

BY:

"Artist"

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2011

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print Artist’s Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Artist’s Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Artist’s Tax ID or Social Security number)