

ARTIST WORK-FOR-HIRE AGREEMENT

This is an agreement between _____ with address at _____
("Client"), and _____ with address at _____ ("Artist").

WHEREAS, Client desires to retain the services of Artist to develop certain artwork to be used by Client in ("Project") as described in greater detail in the attached Schedule "A."

WHEREAS, Artist is willing and able to provide such art services to and develop such artwork for Client in accordance with the terms recited herein.

NOW, THEREFORE, in consideration of the premises and of the mutual promises in this Agreement, the parties agree as follows:

1. RETENTION OF ARTIST

A. Client hereby retains the services of Artist to provide certain art related services for Client in connection with the Project, including the creation and development of ideas, artwork, designs, plans, documents, concepts, inventions, devices, samples, prototypes, and improvements ("Artwork").

B. Artist is an independent contractor and not an employee of Client. Artist is solely responsible for all taxes, insurance, withholdings, and any other obligations that may apply to an independent contractor. Unless otherwise expressly agreed to in writing, Artist shall not be entitled to any benefits given by Client to its employees.

2. RESPONSIBILITIES OF ARTIST

Artist agrees to create, develop, and provide Artwork to Client in accordance with the Delivery Schedule provided for in Schedule A.

3. COMPENSATION

In full consideration for the services performed by Artist under the terms of this Agreement, Client agrees to compensate Artist as provided for in Schedule A.

4. OWNERSHIP RIGHTS

A. It is understood and agreed that Artwork is being developed by Artist for the sole and exclusive use of Client that shall be deemed to be the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary, patent, trademark, rights relating thereto. All work performed by Artist on Projects and all Artwork generated in connection therewith is and shall be considered as "Works Made for Hire" (as defined under the U.S. Copyright Laws) and, as such, shall be owned by and for the benefit of Client.

B. Client has the right to use or not use Artwork and to use, reproduce, re-use, alter, modify, edit, or change Artwork as it sees fit and for any purpose.

C. In the event that it should be determined that any of such Artwork does not qualify as a Work Made for Hire, Artist will and hereby does assign to Client all right, title, and interest that it may possess in such Artwork including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Artist will take such steps as are necessary to enable Client to record such assignment, at Client's expense. This assignment is conditioned on Artist being paid the full amount due under this Agreement.

D. Artist will sign, upon request, any documents needed to confirm that any specific Artwork is a Work Made for Hire and to effectuate the assignment of its rights to Client.

E. Both during the Term of this Agreement and thereafter, Artist will assist Client and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Project and/or Artwork. Artist will sign any such applications, upon request, and deliver them to Client. Client will bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

5. REPRESENTATIONS AND WARRANTIES

Artist warrants that no obligation to a third party prohibits Artist from entering into this Agreement, and that to Artist's knowledge, work produced under this agreement will not violate the Intellectual Property rights of any third party.

6. LIMITATION OF LIABILITY

Unless as a result of gross negligence or willful misconduct, the liability of either party to the other for any type of damages is limited to the amount of Artist's total fees under this Agreement.

7. CONFIDENTIALITY

Any information supplied by one party to the other marked as "Confidential" must be used only for the purposes of this agreement and must not be disclosed to other parties without the discloser's prior written consent. This does not apply to information that is publicly available or that the recipient already properly known, developed or received independently. When the Agreement terminates, Artist must return to Client any materials containing confidential information. Confidentiality obligations survive termination of this Agreement.

8. TERMINATION

Either party may terminate this Agreement on ____10____ days' written notice to the other party in the event of a material breach of any provision of this Agreement by the other party, provided that, during the ____10____ day period, the breaching party fails to cure such breach.

If the agreement terminates for any reason other than a material uncured breach by Artist, then Artist's unpaid prorated fees for the portion of the work completed at the time of termination become immediately due. This obligation and any payment obligations pending at termination, survive termination.

9. NOTICES

Any notice required pursuant to this Agreement must be in writing.

10. JURISDICTION AND DISPUTES

A. This Agreement shall be governed by the laws of *the State of* _____.

B. All disputes hereunder shall be resolved in the applicable state or federal courts in the *State of* _____. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

11. AGREEMENT BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

12. WAIVER

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

13. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

14. ASSIGNABILITY

This Agreement with respect to Artist is personal to the Artist and may not be assigned by the Artist or by operation of law without the prior written consent of Client. Client shall have the unfettered right to assign this Agreement to a successor to Client or to the purchaser of any of the assets of Client.

15. INTEGRATION

This Agreement constitutes the entire understanding of the parties, and supersedes all prior agreements and negotiations. It shall not be modified or amended except in writing signed by the parties and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

Signing a copy of this Agreement, physical or electronic, will have the same effect as signing an original. This Agreement may be signed in counterparts.

<i>[name of Client]</i>	<i>[name of Artist]</i>
By: _____	By: _____
Title: _____	Title.: _____
Date: _____	Date: _____

SCHEDULE A

DATED _____[date]

BETWEEN

_____ [Client] AND _____[Artist]

PROJECT(S):

1. TITLE: _____[Project]

2. TASK (Description of Work)

3. DELIVERY SCHEDULE

Preliminary artwork to be submitted by _____[date].

Final Artwork to be submitted by _____[date].

4. COMPENSATION

Flat fee of _____ Dollars (\$ _____) payable as follows:

- a. _____Dollars (\$ _____) upon execution of this Agreement
- b. _____Dollars (\$ _____) upon approval by Client of the preliminary artwork
- c. _____Dollars (\$ _____) upon approval by Client of the final artwork

--OR--

Hourly rate: \$ _____Dollars per hour

Upon completion of the Artwork, Artist will invoice Client for any amount due. Payment is due within _____days of the invoice date. Any amount not received by its due date will collect interest at _____% per month, or the legally allowable maximum if this amount exceeds it.