

Work Made For Hire Agreement

This work made for hire agreement (the "Agreement") is made by and between the _____ ("Client") and _____ of [company] (the "Consultant"); collectively known as the "Parties".

WHEREAS, Client desires to engage Consultant for the purpose of website design, website programming, and other graphic design projects;

WHEREAS, the Consultant has expertise in website development, programming, and design, as well as html coding, and is willing to provide these services to Client, for a fee;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. Scope of work.

During the term of this Agreement, Consultant will perform the following services for Client (Collectively and hereinafter known as the "Services"):

:

- _____
- _____
- _____

2. Compensation.

For the satisfactory carrying out of the Services provided herein, Client agrees to pay Consultant \$_____ for the satisfactory and complete fulfillment of the Services:

3. Confidentiality.

Confidentiality of Information.

- a. Consultant recognizes and acknowledges that the business interests of Client require a confidential relationship between Consultant and Client, and the Consultant is expected to provide the fullest protection and confidential treatment of Client's business information, including but not limited to client information, computer passwords, and other information relating to Client that may not be commonly known to the public ("Confidential Information"), which may be conceived, learned or obtained by Consultant in the course of Consultant's relationship with Client.
- b. Consultant agrees to keep secret and treat as confidential all Confidential Information, regardless of the form it takes, and agrees not to copy, reproduce, use (directly or indirectly), advise, or aid others in learning of, copying or using the Confidential Information. Consultant will treat such documents confidentially and will treat such documents as proprietary and confidential, not to be reproduced, disclosed or used without appropriate written authority of Client.

4. **Term of Agreement.**

This Agreement starts on _____, and ends upon the satisfactory completion of the Services or on _____, whichever date comes first.

5. **Warranties and Representations.**

The Consultant represents and warrants to Client that:

- a. None of the material or information that Consultant will create, access, use, incorporate and/or turn over to Client will contravene any proprietary rights of any third person or entity;
- b. None of the material or information will be libelous, scandalous, and/or defamatory;
- c. None of the material created by Consultant for, and on behalf of Client violates the right of privacy or the right of publicity of any third person or entity;
- d. That everything created by Consultant for, and on behalf of Client is original art work and does not in any way infringe the rights of any third party.

6. **Indemnification.**

Consultant will indemnify, defend, and hold harmless the Client—its successors, executors and administrators—against any loss, claim, or damage that Client may suffer as a result of Consultant’s breach of any one or all of the above representations and warranties, or as a result of any transaction that is directly or indirectly related to this Agreement or the carrying out of this Agreement.

7. **Ownership of Rights.**

- a. This is a *Work-Made-for-Hire* relationship. All right, title to, and interest in any work product, including but not limited to web designs, web content, logos, graphics of any nature, blog posts, and/or articles belong solely and exclusively to Client. To the extent that title to such work does not vest Client by operation of law, all right, title to, and interest therein is irrevocably assigned to Client by Consultant. Client, as sole and exclusive owner of the work product, shall have the right to obtain and hold in Client’s name any copyright, to the subject matter. Consultant agrees to give Client reasonable assistance to perfect the rights defined in this section.
- b. To the extent Consultant incorporates any intellectual property (“IP”) previously owned by Consultant, Consultant grants to Client a perpetual, irrevocable, fully paid-up and royalty free, worldwide, sub-licensable, non-exclusive and unrestricted license, and right to use, reproduce, modify, transfer, and maintain such IP and all of its derivatives created in any form, and by means of any technology now known or later developed.

8. **General.**

- a. The Agreement is the sole and entire agreement between the Parties relating to the subject matter, and supersedes all prior understandings and agreements. It may be

amended by a written agreement signed by both Parties. Nothing in this Agreement is meant to suggest a partnership, venture alliance, security interest, or employer relationship. The State of [Your client's State] and the County of [Your Client's county] is the jurisdiction for resolution of any and all disputes of whatever nature, and this Agreement is interpreted using [best state law under the circumstances]. Under no circumstances is any dispute to be brought, heard, resolved, managed in any country other than the United States, and in any State other than [Your client's State] and [Your client's County] will at all times be the venue, unless a matter is brought in federal court, in which case _____ County is the forum for such matters.

In witness whereof the Parties hereto have caused this Agreement to be executed by their signatures below.

[Client Name]

By: _____ Date: _____
[Authorized Signature]

[Consultant Name]

By _____ Date: _____
[Authorized Signature]