

## **ARTIST WORK-FOR-HIRE AGREEMENT**

You are being hired by [NAME] (the “Company”) to create [INSERT DESCRIPTION OF WORK] (the “Work”). This Agreement describes the relationship between You and the Company regarding the Work. This Agreement is the only Agreement between You and the Company regarding the Work and it supersedes any prior representations, discussions, undertakings, communications, or statements relating to the Work. The terms of this Agreement can only be altered in writing signed on behalf of the Company.

### THE DEAL

You agree to deliver the Work to the Company via [INSERT (e.g., courier, email, U.S. Mail)] in the form of a [INSERT (e.g., prototype, model, sketch, EPS file, Illustrator file)] on or before [INSERT COMPLETION DATE]. You also agree that time is of the essence in meeting this delivery deadline.

In exchange for delivery of the Work in satisfactory condition by You, and only upon acceptance of the Work as satisfactory by the Company in the sole discretion of the Company, the Company will pay You the sum of \$[INSERT AMOUNT].

### WORKING TOGETHER

You acknowledge and agree that the Work is a work-for-hire as defined by the Copyright Act, Section 101 of Title 17 of the United States Code. You acknowledge that the Company directs Your efforts in creating the Work and that the Company has sole control over creative decisions and approvals relating to the Work. The Company is entitled to the sole and exclusive benefit of the Work including copyright and any extensions or renewals thereof. You agree not to use, make derivative works, copy, distribute, broadcast, display, or perform the Work, or any part of the Work without express permission of the Company or once it is completed, except as necessary to fulfill the terms of this Agreement.

If, for any reason, the Work, or any portion of the Work or result of the Work is deemed not to be a work-for-hire, You hereby irrevocably assign to Company any and all rights, including copyright and any extensions or renewals therefor, pertaining the Work. This assignment includes any and all previously existing creations by You which are incorporated in the Work or of which the Work is a component. This assignment is alternative and/or further consideration for the Company’s payment to You, and other good and complete consideration, the receipt of which is hereby acknowledged, and is not subject to further payment by the Company. Under no circumstances will you be entitled to any royalty payments, product samples, or other compensation not enumerated herein in connection with the Work.

You agree to make any changes to the Work necessary to make it satisfactory to the Company. You also understand and acknowledge that the Company, in its sole discretion, may make any changes to the Work, or hire others to do so, after delivery and notwithstanding whether the Work has previously been found to be satisfactory by the Company.

The Company has no obligation to attribute the Work to You or seek any approval from You related to any use of the Work at any time. You waive any and all “moral rights” to the Work, including those contemplated by the Berne Convention for the Protection of Literary and Artistic Works.

## WARRANTIES

You represent that You are duly authorized and competent to conduct all business and assign all rights in connection with the Work.

You warrant that the Work is Your original creation. You agree to defend and indemnify the Company from any and all claims by third parties relating to the Company’s use of the Work pursuant to this Agreement, including, but not limited to, claims of copyright infringement or any other intellectual property infringement claims.

## GENERAL TERMS

You agree to take all necessary steps and execute all necessary documents to fulfill the terms of this Agreement. The failure of the Company to enforce any term of this Agreement will not constitute a waiver of any duty owed by You pursuant to this Agreement. If any part or method of enforcement of this Agreement is found void or improper, such finding will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.

This Agreement is peculiar to You and based solely on the Company’s desire to retain Your individual artistic talents. You may not transfer, assign, or delegate any right or duty under this Agreement. The Company reserves the right to assign or delegate any right or duty pursuant to this Agreement. This Agreement does not establish a partnership, agency, or joint venture between You and the Company. You may not use the Company’s name, trade names, property or product descriptions for any public purpose without prior approval of the Company. In no event shall the Company be liable to You for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any act or omission relating the Work. The foregoing limitation of liability shall apply to the fullest extent permitted by law. This Agreement is subject to the substantive law of the State of California and You agree to be subject to jurisdiction in Los Angeles County, California for any and all matters arising out of this Agreement. If the Company must take legal action in any dispute arising out of the terms of this Agreement and prevails, it shall be entitled to its costs including attorney fees.

You acknowledge that you have had the opportunity to seek the advice of legal counsel prior to executing this Agreement and that You understand the effect that this Agreement has on Your legal rights regarding the Work. This Agreement shall be treated as though drafted by both parties and any ambiguities herein shall not be construed against any party. You agree that Your facsimile signature to this Agreement shall be valid and binding as original signature.

Executed \_\_\_\_\_ [Date] at \_\_\_\_\_ [Place].

By: \_\_\_\_\_ [Signature]

\_\_\_\_\_ [Print Name] (“You” or “Your”)