

# Work-For-Hire Agreement

This is an agreement between  (name of contractor) , normally doing business at \_\_\_\_\_, and  (name of creative firm) , normally doing business at \_\_\_\_\_.

This Agreement covers the preparation and submission of ideas and materials for  (describe project) , further described in Purchase Order # \_\_\_\_\_, for a total fee of \$ \_\_\_\_\_ upon satisfactory completion. This work is considered work-for-hire under the copyright law taking effect January 1, 1978. All concepts, ideas, copy, sketches, art-work, electronic files and other materials related to it will become the property of  (name of creative firm) .

(Name of creative firm)  may use any and all materials generated as it sees fit without any additional compensation; however,  (name of creative firm)  is not under any obligation to use such materials.

To the extent that any of the materials may not, by operation of law, be a work made for hire in accordance with the terms of this Agreement,  (name of contractor)  hereby assigns to  (name of creative firm)  all right, title and interest in and to any copyright, and  (name of creative firm)  shall have the right to obtain and hold in its own name any copyrights, registrations and other proprietary rights which may be available.

(Name of contractor)  represents and warrants to  (name of 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.  (Name of contractor)  will indemnify  (name of creative firm)  from any damage or loss, including attorney's fees, rising out of any breach of this warranty.

Any proprietary information, trade secrets and working relationships between  (name of contractor)  and  (name of creative firm)  and its clients must be considered strictly confidential, and may not be disclosed to any third party, either directly or indirectly.

Please indicate acceptance of the terms set forth above by counter-signing a copy of this Agreement. It is necessary for us to have a copy signed by you before we can authorize you to proceed on this project.

Contracted by: \_\_\_\_\_ (signature)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
(name of creative firm)

Agreed to by: \_\_\_\_\_ (signature)  
Name: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.