

WORK MADE-FOR-HIRE AGREEMENT

This Agreement is made this _____ day of _____, _____, between _____ as Owner, and _____ as Author/Artist.

WHEREAS the Owner wishes to commission a Work called _____ and;

WHEREAS the Author/Artist has represented that he/she can create said work according to the specifications provided by the Owner;

It is agreed between the parties hereto that in consideration of the sum of \$_____, to be paid by the Owner to the Author/Artist within thirty days of satisfactory completion of the work, the Author/Artist shall create the Work as specified. Upon payment, the Owner shall acquire all rights to the commissioned Work, including copyright.

The Author/Artist warrants that the Work will be original and will not infringe or plagiarize any other work; will not libel any person or invade any person's right to privacy; and, will not contain any unlawful materials. The Author/Artist shall indemnify and save the Owner harmless from any loss or liability due to any breach of these warranties, including reasonable attorney's fees.

The Author/Artist shall be responsible for all costs in creation of the Work unless otherwise agreed to in writing by the Owner.

This agreement shall be governed by the laws of _____.

If any part of this agreement is adjudged invalid, illegal, or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.

This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators, and assigns. No person shall have a right or cause of action arising out of or resulting from this agreement except those who are parties to it and their successors in interest.

This instrument, including any attached exhibits and addenda, constitutes the entire agreement of the parties. No representations or promises have been made except those that are set out in this agreement. This agreement may not be modified except in writing signed by all the parties.

IN WITNESS WHEREOF the parties have signed this agreement under seal on _____.

Owner:

Author/Artist:

