

WORK FOR HIRE AGREEMENT

PARTIES

- This Work For Hire Agreement (hereinafter referred to as the “**Agreement**”) is entered into on _____ (the “**Effective Date**”), by and between _____, with an address of _____ (hereinafter referred to as the “**Client**”), and _____, with an address of _____ (hereinafter referred to as the “**Service Provider**”) (collectively referred to as the “**Parties**”).

LIST OF SERVICES PROVIDED AND THEIR PRICES

- During the period of this Agreement, the Service Provider shall have the responsibility to perform and provide the following services (hereinafter referred to as “**Services**”) to the Client:

1. _____ (Price _____)
2. _____ (Price _____)
3. _____ (Price _____)
4. _____ (Price _____)
5. _____ (Price _____)
6. _____ (Price _____)
7. _____ (Price _____)
8. _____ (Price _____)
9. _____ (Price _____)
10. _____ (Price _____)

The Services are to be paid for as follows:

- Amount at signing of this Agreement: _____
- Amount at the completion of the provision of the Services:

OWNERSHIP

- The Parties agree that all work created by the Service Provider in terms of him/her performing the services will remain the exclusive property of the Client, where he/she can use it without any restrictions.

TERM OF AGREEMENT

- This Agreement shall be effective on the date of the signing of this Agreement (hereinafter referred to as the “**Effective Date**”) and will end on _____.
- Upon the end of the term of the Agreement, this Agreement will not be automatically renewed for a new term.

RELATIONSHIP OF THE PARTIES

- Hereby, the Parties agree that this is a non-exclusive agreement and that the Parties are regarded as independent contractors.

CONFIDENTIALITY

- All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by the Service Provider, unless the disclosure is required pursuant to the process of law.
- Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Client.
- This section will remain in full force even after the termination of this Agreement for a period of _____.

TERMINATION

- This Agreement may be terminated as follows:
 1. Immediately in case one of the Parties breaches this Agreement.
 2. At any given time by providing a written notice to the other party _____ days prior to terminating the Agreement.
- Upon terminating this Agreement, the Service Provider will be required to return all the Client’s products or any other content (if any) at his/her earliest convenience, but not beyond _____ days.
- In addition, the Client will be responsible to pay for all the Services that have been successfully performed up to the date of termination of this Agreement apart from the case where the Service Provider breached this Agreement.

REPRESENTATIONS AND WARRANTIES

- The Parties agree and disclose that they are authorized fully to enter into this Agreement. Both Parties' performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.

INDEMNITY

- The Parties agree not to indemnify and hold each other harmless as well as their affiliates, officers, agents, employees, and/or permitted successors. The Parties also agree to assign against all (if any) claims, losses, liabilities, damages, penalties, punitive damages, expenses, and any arising reasonable legal fees and costs of any kind or any amount that may arise. This includes any amount that may result from the negligence of, or the breach of, this Agreement by the indemnifying party, its successors and assigns that occurs in terms of this Agreement.
- This section will remain in full force and tact as well as effective even upon the termination of the Agreement naturally or the early termination by either of the Parties.

DISCLAIMER OF WARRANTIES

- Hereby, the Service Provider warrants to complete the Services enlisted upon in this Agreement as per the Client's requirements and specifications. However, the Service Provider does not represent or warrant that such Services provided in this Agreement will create additional sales, exposure, brand recognition, profits or other.
- In addition to the above, the Service Provider holds no responsibility towards the Client in case the delivered work doesn't lead to the Client's desired results.

LIMITATION OF LIABILITY

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in case such is not related to the direct result of one of the party's negligence or breach.

SEVERABILITY

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

LEGAL FEES

- In case of a dispute that results in legal action, the successful party is the one who will be entitled to legal fees, such as the attorney's fees or other.

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of _____.

ENTIRE AGREEMENT

- This Agreement contains the entire Agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.
- **AMENDMENTS**The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

CLIENT

SERVICE PROVIDER

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____