

## ***WORK FOR HIRE AGREEMENT***

This Work for Hire Agreement (this "Agreement") is made effective as of \_\_\_\_\_, by and between \_\_\_\_\_ and \_\_\_\_\_. In this Agreement, the party who is contracting to receive the services shall be referred to as "The Company", and the party who will be providing the services shall be referred to as "The Worker".

**1. DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_, The Worker will provide the following services (collectively, the "Services"): \_\_\_\_\_

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**2. PAYMENT FOR SERVICES.** The Company will pay compensation to The Worker for the Services in the amount of \$ \_\_\_\_\_. This compensation shall be payable in a lump sum upon completion of the Services.

**3. TERM/TERMINATION.** This Agreement shall terminate automatically on \_\_\_\_\_.

**4. RELATIONSHIP OF PARTIES.** It is understood by the parties that The Worker is an independent contractor with respect to The Company, and not an employee of The Company. The Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of The Worker.

**5. WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by The Worker in connection with the Services shall be the exclusive property of The Company. Upon request, The Worker shall sign all documents necessary to confirm or perfect the exclusive ownership of The Company to the Work Product.

**6. CONFIDENTIALITY.** The Worker will not at any time or in any manner, either directly or indirectly, use for the personal benefit of The Worker, or divulge, disclose, or communicate in any manner any information that is proprietary to The Company. The Worker will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, The Worker will return to The Company all records, notes, documentation and other items that were used, created, or controlled by The Worker during the term of this Agreement.

**7. INJURIES.** The Worker acknowledges The Worker's obligation to obtain appropriate insurance coverage for the benefit of The Worker (and The Worker's employees, if any). The Worker waives any rights to recovery from The Company for any injuries that The Worker (and/or The Worker's employees) may sustain while performing services under this Agreement and that are a result of the negligence of The Worker or The Worker's employees.

**8. INDEMNIFICATION.** The Worker agrees to indemnify and hold harmless The Company from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against The Company that result from the acts or omissions of The Worker, The Worker's employees, if any, and The Worker's agents.

**9. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

**10. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**11. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of \_\_\_\_\_.

PARTY CONTRACTING SERVICES:

\_\_\_\_\_

By: \_\_\_\_\_  
Company name

SERVICE PROVIDER:

\_\_\_\_\_

By: \_\_\_\_\_  
The Worker