

The Creative Shield: The Artist's Guide to Copyrights, Trademarks & Brand Monetization

INTELLECTUAL PROPERTY WORK-FOR-HIRE AGREEMENT

This Intellectual Property Work-for-Hire Agreement ("Agreement") is made and entered into as of [Date], by and between:

Employer (Company/Individual): [Employer Name]

Contractor (Artist/Writer/Designer): [Contractor Name]

1. SCOPE OF WORK

The Contractor agrees to create and deliver the following work ("Work"):

[Describe the Work in Detail]

2. WORK-FOR-HIRE DESIGNATION

The parties agree that the Work created under this Agreement shall be considered a **Work-for-Hire** under U.S. copyright law (17 U.S.C. § 101), and that the Employer shall be deemed the author and exclusive owner of all rights, title, and interest in the Work.

3. COMPENSATION

The Employer agrees to pay the Contractor a **flat fee of [\$Amount]** OR a **milestone-based payment structure**, as follows: [Payment Terms]

4. RIGHTS & OWNERSHIP

- ☐ The Employer shall have exclusive rights to use, reproduce, modify, and distribute the Work.
- ☐ The Contractor waives any moral rights to the Work to the extent permitted by law.
- ☐ If the Work is deemed not to be "Work-for-Hire," the Contractor assigns all ownership rights to the Employer.

5. CONFIDENTIALITY

The Contractor agrees to keep confidential any proprietary or sensitive information received during this Agreement.

6. WARRANTIES & INDEMNIFICATION

- ☐ The Contractor warrants that the Work is original and does not infringe on any third-party rights.
- ☐ The Contractor agrees to indemnify and hold harmless the Employer against any claims related to copyright or trademark infringement.

7. TERMINATION

This Agreement may be terminated by either party with **[X] days' written notice**. In such cases, the Contractor shall be compensated for completed Work.

8. GOVERNING LAW

This Agreement shall be governed by the laws of [Jurisdiction].

9. SIGNATURES

By signing below, both parties agree to the terms outlined in this Agreement.

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Employer:

Signature: _____

Printed Name: _____

Date: _____

Contractor:

Signature: _____

Printed Name: _____

Date: _____

Disclaimer:

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