

**The following 2 PAGES contain a
“WORK FOR HIRE AGREEMENT” SAMPLE
(courtesy of Entertainment Attorney, Paul I. Menes.)**

DISCLAIMER

this is just a sample format--it is intended to be customized, not just have its blanks filled in each time it is used. Moreover, it is not intended to be a legal opinion or legal advice about its content, sufficiency or enforceability. It is being provided as one example of what this type of agreement can look like.

WORK FOR HIRE AGREEMENT

Name: _____ (“Person”)

Address: _____

Phone; email: _____

Date(s) on which Services are to be performed and/or Recordings to be created: _____

(Solely for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Person/Solely in consideration for the sum of _____ Dollars (\$_____), receipt of which is hereby acknowledged by Person) Person, by signing this agreement, (“Agreement”) agrees to render various types of services to

_____ and/or its designee(s) (collectively “EDMG”), on the date(s) specified above, which said services and obligations are comprised of, without limitation: _____

_____ (individually and collectively, in whole and in part “the Services”) and which are related, in whole or in part, to the

_____ (individually and collectively, the “Project”). Some or all of the Services may be recorded on audio and/or audiovisual media in any and all forms and formats of every kind and nature now or later contemplated (individually and collectively, in whole and in part “Recordings”). Person understands and agrees that all of the Services and/or Recordings, as applicable (individually and collectively, in whole and in part, the “Work”) are being done and provided for EDMG by Person as a “work for hire” (as this term is defined under United States copyright and allied laws), with it being the intention of Person that all of the Work as well as any and all materials and equipment of every kind and nature now or later contemplated provided to Person to enable Person to perform and create the Work, as applicable, in whole and in part, shall be owned from inception in perpetuity throughout the universe by EDMG as the “owner” and “author” thereof, (as these terms are defined under United States copyright and allied laws) including, without limitation, all copyrights therein and thereto and all extensions and renewals thereof. If for any reason the Work is found, in whole or in part, not to be a “work for hire,” then this instrument shall act as an immediate, automatic and irrevocable assignment, with an

interest, to EDMG of any and all rights, titles and interests of every kind and nature now or later contemplated throughout the universe and in perpetuity in and to the Work which is or may be owned or controlled by or on behalf of Person, in whole or in part. In any event, regardless of the manner by which EDMG obtains ownership, authorship and/or control of the Work, EDMG shall have the sole, exclusive and unfettered right to exploit the Work in whole and in part, in any manner that EDMG shall see fit in EDMG's sole subjective discretion, throughout the universe and in perpetuity, via any and all means, media and forms of exploitation of every kind and nature now or later contemplated.

Person warrants and represents that: Person has the right to enter into this Agreement; to grant the rights and perform the obligations in this Agreement; Person has the qualifications and skills necessary to perform and create the Work, as applicable; and that all of Person's, covenants, obligations, agreements, warranties and representations in this Agreement shall be true and effective on Person's execution of this Agreement and for so long as EDMG has any rights, titles or interests of any kind or nature now or later contemplated in and to the Work. California law governs this Agreement, which was entered into and performed in California. In case of a dispute between the parties regarding this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs from the non-prevailing party. The tribunal hearing the dispute shall decide who was the prevailing party, whether or not such dispute proceeds to final adjudication. This Agreement contains the entire understanding between Person and EDMG regarding its subject matter and supersedes any previous agreements, oral or written, expressed or implied. An original or facsimile signature by Person on this Agreement is deemed an original. This Agreement may be signed in counterparts. A waiver or failure of a party to utilize or enforce any particular remedy or provision of this Agreement shall not constitute a waiver of such Party's rights to assert any other provision or remedy in the future, whether or not similar. This Agreement can only be modified by a writing signed by both parties to this Agreement. Person agrees at its sole cost and expense upon demand to fully and effectively indemnify EDMG, including, without limitation, actual attorney's fees and costs, incurred or sustained by EDMG in any manner now or later contemplated related to this Agreement. Person cannot assign this Agreement, in whole or in part. Person is an independent contractor of EDMG for all purposes related to this Agreement. Person shall reasonably determine in good faith the method, details and means of performing and creating the Work, as applicable, subject in all instances to EDMG's instructions.

Please indicate your agreement to all of the above terms and conditions by signing in the space provided below.

Date _____

Person _____

S/S# _____

Printed Name _____