

# WORK FOR HIRE AGREEMENT

This **WORK FOR HIRE AGREEMENT** (“**Agreement**”) is made this \_\_\_ day of \_\_\_\_\_ 20 \_\_\_ ( “**Effective Date**”), by and between [ Name of Company/Business] located at [Address of Company/business] Herein known as (“**Company**”) and [ Name of Contractor] with a mailing address of [Mailing address of Contractor] Herein known as (“**Contractor**”).

**WHEREAS**, the Company is in the business of [Description of the company activities] (collectively, hereinafter the "Business"); The Contractor and the Company wish to enter into an agreement to [ purpose of the agreement]

**NOW THEREFORE**, as consideration for the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both parties, the parties hereto agree as follows:

- I. **Purpose.** The Company hereby hires the Contractor to perform the services described in Exhibit A attached hereto (the “Services”). The Contractor agrees to perform the Services in a professional, timely, and workmanlike manner.
- II. **Term.** The term of this Agreement shall commence on [Insert Date] and shall continue until completion of the Services, unless earlier terminated as provided herein.
- III. **Payment.** In consideration for the performance of the Services, the Company shall pay the Contractor [Insert Amount in \$] in the following manner:( select as applicable)
  - Per Hour. \$\_\_\_\_\_/hour.
  - Per Job. \$\_\_\_\_\_ for the completion of the Services.
  - Commission. \_\_\_\_% commission based on \_\_\_\_\_.
  - Other. \_\_\_\_\_.

According to the following schedule:

- On a  weekly  monthly  quarterly basis beginning on \_\_\_\_\_, 20\_\_\_\_.
  - At completion of the Services performed.
  - Upon the Company receiving an Invoice from the Contractor.
  - Other. \_\_\_\_\_
- I. **Acknowledgment.** After carefully reading and considering the provisions of this Agreement, the Contractor agrees that they are fair and reasonable and are reasonably necessary to protect the interests of the Company, its officers, directors, shareholders, and contractors.

- II. **Non-Disclosure.** It is the Contractor's covenant that he will not, directly or indirectly, use, exploit, communicate, or disseminate any Confidential Information, from the date he becomes involved with the Company and thereafter, without first obtaining the Company's consent.
- III. **Exception.** If, with reasonable proof, the Contractor can demonstrate that particular material: (i) was generally available to the public at the time of the Contractor's exposure without breaching an obligation of confidentiality, or (ii) was lawfully disclosed to the Contractor as non-confidential information by a third party who has the right to do so.
- IV. **Acknowledgment and Assignment.** All work product created by the Contractor in connection with the Services shall be the exclusive property of the Client, including all intellectual property rights in such work product. The Contractor hereby assigns all such rights to the Client and agrees to execute any additional instruments necessary to confirm such assignment
- V. **Third-Party Information.** The Contractor acknowledges that the Company receives confidential or proprietary information from third parties under the obligation of maintaining the confidentiality of such information and using it for certain limited purposes only. In the course of Contractor's employment and thereafter, the Contractor acknowledges a duty not to divulge or use proprietary or confidential information to anyone except as necessary in carrying out Contractor's work for the Company and as agreed by the Company and such third party.
- VI. **Use of Company Materials.** Contractors shall not use any Company Materials for their own purposes or interests during or after their engagement with the Company.
- VII. **Return of Materials.** The Contractor agrees that all Company Materials are the sole property of the Company and that, upon request from the Company or, in the absence of such request, upon the termination of the Contractor's employment, he will return to the Company all originals and copies of such Company Materials in his possession and/or control.
- VIII. **Termination.** Either party may terminate this Agreement upon written notice to the other party. Upon termination, the Contractor shall immediately stop work and return all confidential information and work product to the Client.
- IX. **Survival.** All clauses necessary for the interpretation and enforcement of this Agreement shall remain in effect even after it is terminated for any reason.
- X. **Injunctive Relief.** The parties agree that any breach of any of the aforementioned clauses by the Contractor would cause the Company irreparable harm, for which

monetary damages would not be an adequate remedy. The Contractor agrees to promptly seek injunctive relief to safeguard its rights under this Agreement in addition to all other available legal remedies.

- XI. **Limitation of Liability.** In no event shall the Contractor be liable to the Client for any indirect, incidental, or consequential damages arising out of the performance of the Services
- XII. **Waiver and Amendment:** The failure of either party to enforce any rights granted hereunder shall not be deemed a waiver of any such rights. This Agreement may not be amended except in writing signed by both parties.
- XIII. **Severability** The prohibition or unenforceability of any provision of this Agreement shall automatically be amended to the maximum extent permitted by the laws of that jurisdiction without invalidating the remaining provisions.
- XIV. **Successors and Assigns.** The parties, as well as each of their respective successors and permitted assigns, shall be bound by this Agreement. Without the Company's prior written consent, which it may withhold for any reason, the Contractor is not permitted to assign this Agreement or any interest therein.
- XV. **Governing Law.** Under this Agreement, all rights and obligations shall be construed, enforced, performed, and governed by the laws of the State of \_\_\_\_\_.
- XVI. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral

**IN WITNESS WHEREOF**, this Agreement has been executed by the duly authorized representatives of the parties.

**Contractor's Signature** \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Company Name (if applicable) \_\_\_\_\_

**Company representative's Signature** \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_