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# WORK FOR HIRE AGREEMENT

This Work for Hire Agreement is executed on \_\_\_\_\_ between:

## Service Provider

## Client

### I. SERVICES

The services that will be provided by the Service Provider are the following:

### II. TERM

This Agreement shall commence upon \_\_\_\_\_ ("Effective Date") and shall continue until \_\_\_\_\_.



### **III. PAYMENT/COMPENSATION**

The Service Provider will be paid \_\_\_\_\_ via \_\_\_\_\_,  
\_\_\_\_\_.

For invoices, the Service Provider should provide an invoice \_\_\_\_\_.

### **IV. TERMINATION**

This Agreement will be terminated immediately after the Services have been completed unless the Parties mutually agree on not extending the term of the Agreement.

In case of a material breach of this Agreement, and one of the Parties suffer from a damage or loss connected to the breach, the Suffering Party shall send a written notice to the Breaching Party to remedy the damage or loss in \_\_\_\_\_ days ("Notice Period"). If the Breaching Party does not remedy in \_\_\_\_\_ days after the Notice Period, the Suffering Party has the right to terminate this Agreement immediately without facing any compensation. In this case, the Breaching Party shall be responsible for the payment of all the Services performed up to the date of termination.

Before the termination of this Agreement, all finished projects and materials shall be returned to the Client in \_\_\_\_\_ days. This includes mockups, frameworks, sketches, artwork, electronic files, codes, repositories, login credentials, purchased software, hardware, and services.

### **V. CONFIDENTIALITY**

During the term of this Agreement, it may be necessary for the Client to share proprietary information, including trade secrets, industry knowledge, and other Confidential Information, to the Service Provider in order for the Services to be performed. The Service Provider agrees not to share any of this Confidential Information at any time without the prior written consent of the Client.

The Service Provider also acknowledges and understand that the Confidential Information shall not be used for the personal benefit of the Service Provider.

This section remains in full force even after termination of the Agreement by its natural or early termination by either Party.

## **VI. SERVICE PROVIDER RELATIONSHIP**

The Parties agree that the Service Provider is providing the Services under this Agreement and acting as an independent contractor and not as an employee. This Agreement does not create a partnership, joint venture, or any other fiduciary relationship between the Client and the Service Provider.

## **VII. OWNERSHIP OF THE WORK PRODUCT**

As a result of this Agreement, the Service Provider shall create specific deliverables, which shall be referred to as "Work Product", including but not limited to, documents, presentations, reports which may be physical/electronic.

All Work Product shall be owned by the Client. The Service Provider does not maintain any rights to this Work Product and shall turn over all Work Product upon the termination of this Agreement in \_\_\_\_\_ days after termination.

## **VII. REPRESENTATION AND WARRANTIES**

Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party shall not violate or infringe upon the rights of any third party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

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## **VIII. INDEMNITY**

Both Parties agree to indemnify and hold harmless and defend the other Party, its officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, other Party's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the other Party's, its officers, employees, agents, subcontractors, licensees, or invitees.

Parties if found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case.

#### **IX. LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS CONTRACT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

#### **X. DISCLAIMER OF WARRANTIES**

The Service Provider shall complete the Services for the Client's purposes and to the Client's specifications. THE SERVICE PROVIDER DOES NOT REPRESENT OR WARRANT THAT SUCH SERVICES WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. THE SERVICE PROVIDER HAS NO RESPONSIBILITY TO THE CLIENT IF THE DELIVERABLES DO NOT LEAD TO THE CLIENT'S DESIRED RESULT(S).

#### **XI. AMENDMENT**

This Agreement can only be modified and amended by the mutual written consent of the Parties.

#### **XII. SEVERABILITY**

In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.



**IX. GOVERNING LAW**

This agreement between the Client and the Service Provider shall be governed under the laws of the State of \_\_\_\_\_ in the USA.

By signing below, you acknowledge the agreement listed above. This will also authorize the Contractor to advance to the project.

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**Service Provider Signature**

**Client Signature**

**Signing Date**

**Signing Date**

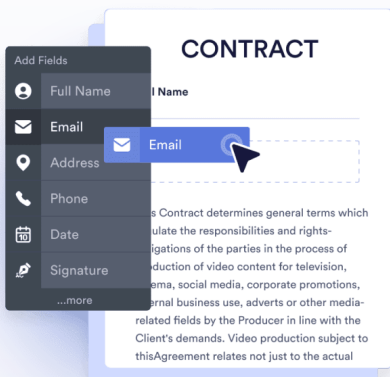


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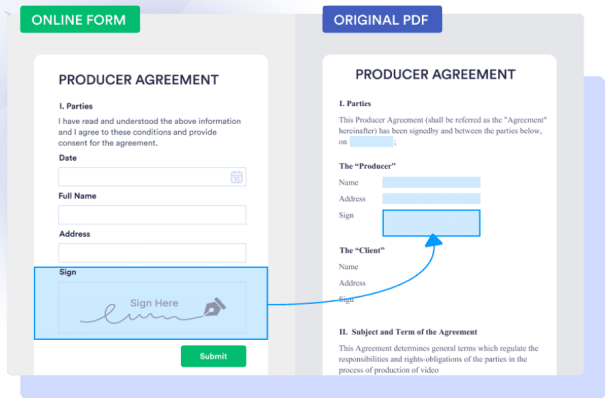
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