CREATIVE INDEPENDENT CONTRACTOR AGREEMENT

This Creative Independent Contractor Agreement (the “Agreement”) dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “EFFECTIVE DATE”), by and between [NAME OF COMPANY] (the “Company”), a [State] [corporation, LLC, LP] with a principal place of business at [ADDRESS], and [NAME OF INDEPENDENT Contractor] (the “Contractor”), a sole-proprietor with offices at [ADDRESS].

1.              **SERVICES AND COMPENSATION**

1.1          Contractor agrees to perform services that will result in the creation of a creative work or works (the “Work”) and be compensated according to the schedule listed in Schedule A, (“Created Works, Compensation”) attached to this Agreement. Payment is due within [fifteen (15) days of invoice]. Contractor agrees to submit invoice within [fifteen (15)] days after the date of completion of the Work.

1.2          Company is entitled to request one set of revisions, to be submitted to Contractor within [seven (7)] business days after initial receipt of the Work. Contractor will complete any and all requested revisions within [seven (7)] business days, and the Work shall be considered completed and final.

2.              **INTELLECTUAL PROPERTY RIGHTS AND ASSIGNMENT**

2.1          Contingent upon full payment, Contractor will assign ownership and hereby does assign ownership of the Work to Company, including all derivative works thereform, throughout the world, including but not limited to all rights of copyrights, the right to grant and/or license any part of all of these rights to third parties, and all rights to the title of the Work.

2.2          Contractor hereby acknowledges and agrees that the Work shall be, to the extent permitted by law, deemed to be a work for hire, with the copyright automatically vesting in Company. To the extent that the Work is not a work for hire, Contractor hereby waives any and all “moral rights” in such writings and works and agrees to assign, and hereby does assign, to Company all of Contractor’s right, title, and interest, including copyright, in the Work.

2.3          Without limiting the generality of the foregoing, Contractor shall, at any time during or after engagement with Company, at Company’s request, execute specific assignments in favor of Company (or its nominee) of Contractor’s interest in the Work and execute all papers, render all assistance, and perform all lawful acts that Company considers necessary or advisable for (a) the preparation, filing, prosecution, issuance, procurement, maintenance, or enforcement of trademarks, copyrights, and other protections, and any applications for any of the foregoing, in the United States or in any foreign country for the Work and (b) the transfer of any interest Contractor may have therein. Contractor hereby appoints each of the current and future officers of Company as Contractor’s attorney‐in‐fact during such time as each is an officer to Company to execute documents on behalf of Contractor for this purpose.

3.              **TERMINATION AND CANCELLATION FEES**

3.1        [Fifty percent (50%)] of total compensation is due within 30 days of notification that for any reason the job is canceled, terminated (including termination as described in Section 3.2) or otherwise postponed. One hundred percent (100%) of total compensation is due despite cancellation, termination or postponement of the job once the Work has been provided to Company for revision pursuant to Section 1.2.

3.2          This Agreement terminates automatically in the event of (1) bankruptcy or insolvency of either party; (2) sale of the business of either party; or (3) death of either party.

4.              **NON-EMPLOYEE STATUS**

4.1          Nothing in this Agreement is intended to afford Contractor any of the rights, duties, benefits or obligations of an employee of Company. Contractor’s relationship with the Company will be that of an independent contractor.

5.              **REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION**

5.1          Contractor represents and warrants that to the best knowledge, (1) the Work created and assigned hereunder is original and has not been previously published, (2) the Work does not contain any scandalous, libelous or unlawful matter, and (3) Contractor has all rights necessary to assign the Work to Company free of any encumbrances or any claims by other third parties. Contractor shall indemnify, defend, and hold harmless Company, its officers, directors, agents and employees, from and against any and all losses, claims, demands, suits, actions, proceedings and expenses (including reasonable attorney fees) arising out of any claim by any third party concerning material(s) contained in or omitted from the Work, or arising out of any of the above warranties and representations.

5.2          Company shall indemnify, defend, and hold harmless Contractor, its officers, directors, agents and employees, from and against any and all losses, claims, demands, suits, actions, proceedings and expenses (including reasonable attorney fees) arising out of any claim by any third party related to Company’s use of the Work.

6.              **COMPLETE AGREEMENT**

6.1          This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes and cancels all previous written or oral understandings, agreements, negotiations, commitments, or any other writings or communications in respect of such subject matter. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing, specifically referring hereto, and signed by both parties.

7.              **SEVERABILITY**

7.1 The provisions of this Agreement shall be severable, and if any portion of this Agreement shall be held or declared to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof, and the remainder of this Agreement, disregarding such portion, shall continue in full force and effect as though such portion had not been contained herein.

8.              **GOVERNING LAW**

8.1          This Agreement shall be deemed to be made in the State of [State], and shall be governed by and construed and interpreted in accordance with the laws of the State of [State].

9.              **DISPUTE RESOLUTION**

9.1 Any disputes in excess of $5,000 arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator’s award shall be final, and judgment may be entered in any court having jurisdiction thereof. The winner of the arbitration shall be entitled to all court costs, reasonable attorney’s fees and legal interest.

9.2 Company shall be liable and assume responsibility for all legal fees incurred by Contractor in seeking collection of payment prior to any arbitration.

9.3 Notwithstanding the above, and because certain breaches of this Agreement may result in irreparable harm that would be difficult and/or impracticable to assess and for which money damages would be inadequate, Contractor has the right to seek injunctive relief in a court of competent jurisdiction against the Company for any infringement or threatened infringement of Contractor’S proprietary rights.

10.          **WAIVER**

10.1 The waiver by either of the parties to this Agreement of any breach of any provision hereof by the other party shall not be construed to be either a waiver of any succeeding breach of any such provision or a waiver of the provision itself.

11.          **HEADINGS**

11.1       The Section headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Agreement or of any particular Section.

12.          **COUNTERPARTS**

12.1       This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument.

The parties have executed this Agreement as of the date first written above.

Company:

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[NAME] [TITLE]

Contractor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[NAME OF Contractor]

SCHEDULE A: CREATED WORKS, COMPENSATION