

SAMPLE WORK-MADE-FOR-HIRE AGREEMENT

While this contract could be used for actual business purposes, it may not suit your situation and the laws of your state. We encourage you to seek legal advice.

In the agreement, the person writing the script or composing the original music is called the Artist. The person or production company hiring the Artist is called the Filmmaker. If you formed an LLC or some other business entity in order to make the film, then the business should be listed as the Filmmaker.

This agreement contains two parts: a cover sheet addressing basic terms and a contractual attachment, known as a rider. We begin with an explanation of the terms in the rider (set off in boxes) and follow with the entire agreement.

CONTRACTUAL ATTACHMENT (RIDER) Commentary and Explanations for First-Time Users

In this introductory section, the parties agree that this contract alone governs the agreement. Not all of these clauses may be necessary for your particular project. However, you should discuss all of the provisions and then tailor this agreement so it reflects the understanding of both parties.

Filmmaker and Artist agree that the following provisions are incorporated into the contract to which it is attached and made a part thereof, said contract being signed and dated _____, 20____. The parties agree that the terms of this attachment prevail over the terms the terms of any other document relating to and a part of the contract in which this attachment is incorporated.

DELIVERY REQUIREMENTS

This clause gives the Artist a deadline to complete the Work. You may want to insert interim deadlines for input and approval that are tied to the payment schedule in Paragraph 4. This provision also requires the Artist to exercise his or her job with a strong sense of professionalism and quality but gives the Filmmaker the right to approve the work before payment is made. Be sure to discuss how revisions will be handled and how the Artists will or will not be compensated or those revisions.

1. DELIVERY REQUIREMENTS. Artist will deliver to the Filmmaker on or before _____ the completed Work in form and content satisfactory to the Filmmaker. All work will be done in a competent and workmanlike fashion in accordance with applicable standards of the profession and all services are subject to final approval by Filmmaker prior to payment. Artist reserves the right to adjust the schedule in the event that Filmmaker fails to meet agreed upon deadlines for approval or payment and for more than customary changes and additions to the agreed upon scope of services.

COPYRIGHT OWNERSHIP

The Filmmaker, not the Artist, owns the copyright in the work. The Artist expressly acknowledges that he/she is creating a work made for hire, and as such, is giving up all rights, including the right to any future profits. This statement is the heart of a work made for hire agreement.

2. COPYRIGHT OWNERSHIP. Artist acknowledges that the Work is being created by Artist for use in a Film and that each form of Work is being created by Artist as a “work made for hire” under the United States Copyright Act and, at all stages of development, the Work shall be and remain the sole and exclusive property of the Filmmaker. At Filmmaker’s sole, absolute and unfettered discretion, Filmmaker may make any changes in, deletions from, or additions to the Work. If for any reason the

results and proceeds of Artist's services hereunder are determined at any time not to be a work made for hire, Artist hereby irrevocably transfers and assigns to Filmmaker all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto.

CREDIT

If the Filmmaker uses the Work or a substantial part of the Work in the film, the Filmmaker will credit the Artist in the way agreed upon and inserted into the contract. If there is a dispute about what the credit line for the screenplay should read, it will be resolved according to the Writers Guild of America credit definitions. Be sure to delete this clause if it does not apply to your agreement.

3. CREDIT. Nothing contained in this agreement shall be deemed to require the Filmmaker to use the Work, or any part thereof, in connection with the Film or otherwise. Credit for the work shall read: _____, provided that a substantial portion of Artist's work is incorporated in the Film. In determining whether Artist is awarded sole, shared or no credit for the Work, reference shall be made to the Writers Guild of America credit definitions. No inadvertent failure by Filmmaker to comply with the credit line set forth above, nor any failure by third parties to so comply, shall constitute a breach of this agreement.

COMPENSATION AND TERMS OF PAYMENT

Our contract outlines several payment options. Be sure to cross out the ones that do not apply to your situation. This contract also includes an optional "kill fee" provision (Paragraph 7). The Filmmaker will pay the Artist by check. The Artist must provide a Social Security number or FEIN and invoice the Filmmaker.

4. COMPENSATION AND TERMS OF PAYMENT.

In consideration for the services to be performed by Artist and upon acceptance of the Work, Filmmaker agrees to pay a total of \$ _____ according to the terms set out herein:

Filmmaker will pay the entire fee on completion of the services provided. OR

Artist shall be paid \$ _____ upon signing this agreement and the rest of the sum described above when Artist completes the Work. OR

Filmmaker will pay Artist in three equal installments of \$ _____ in accordance with the following (e.g. submission of a first draft):

Artist agrees to submit invoice(s) and a completed W-9 form with this signed agreement. Filmmaker will make payment by check to Artist with 30 days of receiving an invoice.

EXPENSES

We provide two options for covering the expenses associated with the Artist's services.

5. EXPENSES. Artist shall be responsible for all expenses incurred while performing services under this agreement. OR Filmmaker will reimburse Artist for pre-approved expenses. Filmmaker will pay Artist within 30 days after receiving receipts documenting purchases.

RELATIONSHIP OF PARTIES

This is an important provision because it clarifies the artist's status as an independent contractor for tax purposes.

6. RELATIONSHIP OF PARTIES. Artist is an independent contractor, not an employee. Filmmaker will not withhold FICA or make FICA payments on Artist's behalf, make state or federal unemployment compensation contributions on Artist's behalf or withhold local, state or federal income tax from Artist's fees. It is understood that Artist is not eligible to participate in any pension, health, vacation pay, sick pay or other fringe benefit plan normally associated with an employee relationship.

CANCELLATION

Every contract should include an "out." This clause explains the conditions and terms to be complied with for the termination. Our agreement allows either party to cancel the agreement for a good reason with 30 days written notice, but this may be the best approach for your situation. Similarly, you may want to rewrite the sentence addressing default.

7. CANCELLATION. With reasonable cause, either party reserves the right to cancel this agreement without obligation by giving 30 days written notice to the other party of the intent to terminate. In the event that either party shall be in default of its material obligations under this agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this agreement shall terminate upon expiration of the sixty (60) day period. Should the Artist's commission be cancelled or postponed for any reason before the final stage, Filmmaker agrees to pay a cancellation ("kill") fee based on the work completed.

PROMOTION

Including this provision will allow the filmmaker to promote the film without going back to the artist for permission at some later date.

8. PROMOTION. Artist hereby grants Filmmaker the right to issue and authorize publicity concerning Artist and to use Artist's name, voice and approved likeness and approved biographical data in connection with the distribution, exhibition, advertising and exploitation of the Film. Artist shall exercise approvals hereunder reasonably and within five (5) days after request by Filmmaker, or such approvals shall be deemed given.

ARTIST WARRANTIES AND REPRESENTATIONS

Here the Artist promises that he/she is available to complete the commission. The Artist also promised that the Work is original and does not violate any copyright or other laws, which is important for establishing the film's "chain of title."

9. ARTIST WARRANTIES AND REPRESENTATIONS. Artist warrants and represents that he/she has the right to enter into this agreement and to grant Filmmaker all rights herein granted, and that Artist has not entered into or will enter into any agreement of any kind that will interfere in any way with the complete performance of this agreement. Artist warrants and represents that Work shall be wholly original with Artist, except as to matters within the public domain and except as to material inserted by Artist pursuant to specific instructions of Filmmaker, and shall not infringe upon any intellectual property rights or violate any laws.

ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, JURISDICTION AND MEDIATION

In our agreement, any neither party has the right to assign any of his or her rights or delegate the performance of any of his or her duties without the prior written consent of the other party. But similar agreements generally allow the producer the right to assign at any time. This provision also changes in the contract must be agreed to by both parties. Remember to insert the name of your state. If you live in Missouri or Southwestern Illinois, we encourage you to include our mediation clause. For more information, visit www.vlaa.org.

10. ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, JURISDICTION AND MEDIATION. Artist may not assign, directly or indirectly, all or part of its rights or obligations under this agreement to any other person or entity without first obtaining the written permission of Filmmaker. This agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This agreement shall be governed by the laws of the state of _____. In the event any dispute arising under this agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought within the state or federal courts of _____. Mediation of any dispute arising from this agreement shall be conducted in accordance with the rules of the Arts Resolution Services, a program of the St. Louis Volunteer Lawyers and Accountants for the Arts.

SEVERABILITY

If even one clause in this contract is invalid, the rest of the contract is still enforceable.

11. SEVERABILITY. If any provision of this agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this agreement are declared to be severable.

SAMPLE WORK-MADE-FOR-HIRE AGREEMENT

THIS WORK-FOR-HIRE AGREEMENT for the Work described below between the undersigned _____, as purchaser the Work (“Filmmaker”), and the undersigned _____, as creator of the Work (“Artist”), is made this _____ day of _____, 20____.

A. BASIC TERMS

Name of Artist: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

E-mail Address: _____

Filmmaker: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

E-mail Address: _____

Producer: _____

B. SCOPE OF WORK

The Filmmaker desires to have certain services and tasks performed as set forth below requiring the specialized skills, talents and other expertise of the Artist. The completed results and product of Artist’s services shall be deemed the “Work.” The Work is specially ordered and commissioned by Filmmaker for use in connection with the “Film” tentatively titled:

The work to be performed by Artist includes the following: (Provide a description of the services and deliverables associated with those services.)

C. PAYMENT OF ARTISTIC FEES

Total payment: _____ . Payment schedule is outlined in the attached Paragraph 4.

Artist requests check(s) be made payable to: _____

The attached IRS Form W-9 must be completed and returned in order for payment to be processed.

The Filmmaker's Contractual Provisions are attached in and incorporated herein.

Filmmaker requires that the Artist sign and return the attached provisions, which are an integral element of this agreement.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

CONTRACTUAL ATTACHMENT (RIDER)

Filmmaker and Artist agree that the following provisions are incorporated into the contract to which it is attached and made a part thereof, said contract being signed and dated _____, 20_____. The parties agree that the terms of this attachment prevail over the terms of any other document relating to and a part of the contract in which this attachment is incorporated.

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2. COPYRIGHT OWNERSHIP. Artist acknowledges that the Work is being created by Artist for use in a Film and that each form of Work is being created by Artist as a “work made for hire” under the United States Copyright Act and, at all stages of development, the Work shall be and remain the sole and exclusive property of the Filmmaker. At Filmmaker’s sole, absolute and unfettered discretion, Filmmaker may make any changes in, deletions from, or additions to the Work. If for any reason the results and proceeds of Artist's services hereunder are determined at any time not to be a work made for hire, Artist hereby irrevocably transfers and assigns to Filmmaker all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto.

3. CREDIT. Nothing contained in this agreement shall be deemed to require the Filmmaker to use the Work, or any part thereof, in connection with the Film or otherwise. Credit for the work shall read: _____, provided that a substantial portion of Artist’s work is incorporated in the Film. In determining whether Artist is awarded sole, shared or no credit for the Work, reference shall be made to the Writers Guild of America credit definitions. No inadvertent failure by Filmmaker to comply with the credit line set forth above, nor any failure by third parties to so comply, shall constitute a breach of this agreement.

4. COMPENSATION AND TERMS OF PAYMENT.

In consideration for the services to be performed by Artist and upon acceptance of the Work, Filmmaker agrees to pay a total of \$_____ according to the terms set out herein:

Filmmaker will pay the entire fee on completion of the services provided. OR

Artist shall be paid \$_____ upon signing this agreement and the rest of the sum described above when Artist completes the Work. OR

Filmmaker will pay Artist in three equal installments of \$_____ in accordance with the following (e.g. submission of a first draft):

Artist agrees to submit invoice(s) and a completed W-9 form with this signed agreement. Filmmaker will make payment by check to Artist with 30 days of receiving an invoice.

5. EXPENSES. Artist shall be responsible for all expenses incurred while performing services under this agreement. OR Filmmaker will reimburse Artist for pre-approved expenses. Filmmaker will pay Artist within 30 days after receiving receipts documenting purchases.

6. RELATIONSHIP OF PARTIES. Artist is an independent contractor, not an employee. Filmmaker will not withhold FICA or make FICA payments on Artist's behalf, make state or federal unemployment compensation contributions on Artist's behalf or withhold local, state or federal income tax from Artist's fees. It is understood that Artist is not eligible to participate in any pension, health, vacation pay, sick pay or other fringe benefit plan normally associated with an employee relationship.

7. CANCELLATION. With reasonable cause, either party reserves the right to cancel this agreement without obligation by giving 30 days written notice to the other party of the intent to terminate. In the event that either party shall be in default of its material obligations under this agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this agreement shall terminate upon expiration of the sixty (60) day period. Should the Artist's commission be cancelled or postponed for any reason before the final stage, Filmmaker agrees to pay a cancellation ("kill") fee based on the work completed.

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9. ARTIST WARRANTIES AND REPRESENTATIONS. Artist warrants and represents that he/she has the right to enter into this agreement and to grant Filmmaker all rights herein granted, and that Artist has not entered into or will enter into any agreement of any kind that will interfere in any way with the complete performance of this agreement. Artist warrants and represents that Work shall be wholly original with Artist, except as to matters within the public domain and except as to material inserted by Artist pursuant to specific instructions of Filmmaker, and shall not infringe upon any intellectual property rights or violate any laws.

10. ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, JURISDICTION AND MEDIATION. Artist may not assign, directly or indirectly, all or part of its rights or obligations under this agreement to any other person or entity without first obtaining the written permission of Filmmaker. This agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This agreement shall be governed by the laws of the state of _____. In the event any dispute arising under this agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought within the state or federal courts of _____. Mediation of any dispute arising from this agreement shall be conducted in accordance with the rules of the Arts Resolution Services, a program of the St. Louis Volunteer Lawyers and Accountants for the Arts.

11. SEVERABILITY. If any provision of this agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this agreement are declared to be severable.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

