



# James D. Kramer design services

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## Work-for-Hire Agreement (version 1.0b, June 15, 2009)

James D. Kramer design services (hereinafter referred to as 'DS')

This Work for Hire agreement (this "Agreement") is made effective as of February 18, 2008, by and between James D. Kramer design services, of 8615 3rd Drive SE, Everett, Washington 98208, and [INSERT NAME AND ADDRESS OF SERVICE PROVIDER (hereinafter referred to as "Artist")].

**DESCRIPTION OF SERVICES.** Beginning on [ENTER DATE AGREEMENT WILL COMMENCE], Artist will provide the following services (collectively, "Services"):

- a. Artist shall create a quantity of [###] illustrations, described as; [DESCRIPTION OF WORK TO BE EXECUTED].
- b. Final illustrations shall be no less than 5.5 inches x 8.5 inches for "spot illustrations", and no less than 8.5 inches x 11 inches for "full-page illustrations" in over all dimension. Artist will provide either high-resolution scanned images (300 dpi at 100% scale), or, Artist shall provide original drawings for scanning by DS.
- c. Artist agrees that DS shall make all final critical decisions, and shall defer to decisions imposed by DS on the Services.

**PAYMENT FOR SERVICES.** DS will pay compensation to Artist for the Services in the amount of approximately [????] ([ENTER WRITTEN ESTIMATE OF FINAL DOLLAR AMOUNT IN USD] — hereinafter referred to as the "Estimate"). This compensation to become payable in-full within 30 days of completion of the Services.

- a. DS will render payment unto Artist in amount equal to or greater than 50% of the Estimate upon agreement of the terms contained in this Agreement.
- b. Final compensation shall be re-calculated upon completion of Services. At such time, DS shall render an amendment to this Agreement to reflect the value of final payment.
- c. Payment of remainder of balance shall be rendered unto Artist within 30 (thirty) days of final acceptance by DS of the Services, or upon expiration of this Agreement (whichever occurs first).

**TERM/EXPIRATION.** This Agreement shall expire automatically on [ENTER DATE OF EXPIRATION].

**RELATIONSHIP OF PARTIES.** It is understood by the parties that Artist is an independent contractor with respect to DS, and is not an employee of DS. DS will not provide fringe benefits, including health insurance benefits, paid vacations, or any other employee benefit, for the benefit of Artist.

**WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Artist in connection with the Services shall be the exclusive property of DS. Upon request, Artist shall sign all documents necessary to confirm or perfect the exclusive ownership of DS to the Work Product.

**CONFIDENTIALITY.** Artist will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Artist, or divulge, disclose, or communicate in any manner any information that is proprietary to DS. Artist will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the expiration or termination of this Agreement. Upon expiration or termination of this Agreement, Artist will return to DS all records, notes, documentation, and other items that were used, created, or controlled by Artist during the term of this Agreement.

**INDEMNIFICATION.** Artist agrees to indemnify and hold harmless DS from claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against DS that result from the acts or omissions of Artist, Artist's employees, if any, and Artist's agents.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Washington.

PARTY CONTRACTING SERVICES:

James D. Kramer design services

By: \_\_\_\_\_ Date: June 15, 2009  
James D. Kramer, owner

SERVICE PROVIDER:  
[INSERT NAME OF Artist/SERVICE PROVIDER]

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[INSERT NAME OF Artist/SERVICE PROVIDER], Artist

EXAMPLE  
FORM

**RETURN SIGNED ORIGINAL TO DS, AND RETAIN A COPY FOR YOUR REFERENCE.**