WORK FOR HIRE AGREEMENT

This Work for Hire Agreement (this "Agreement") is made effective as of
In this Agreement, the party who is contracting to receive the services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "Service Provider".

Client   AND   Service Provider

1. DESCRIPTION OF SERVICES. Beginning on

2. PAYMENT FOR SERVICES. Client will pay compensation to Service Provider for the Services in the amount of $

This compensation shall be payable

3. TERM/TERMINATION. This Agreement shall terminate automatically on

4. RELATIONSHIP OF PARTIES. It is understood by the parties that Service Provider is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Service Provider.

5. 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 Service Provider in connection with the Services shall be the exclusive property of Client. Upon request, Service Provider shall sign all documents necessary to confirm or perfect the exclusive ownership of Client to the Work Product.

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

7. INJURIES.   Client acknowledges Service Provider's obligation to obtain appropriate insurance coverage for the benefit of Service Provider (and Service Provider's employees, if any). Service Provider waives any rights to recovery from Client for any injuries that Service Provider

(and/or Service Provider's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Service Provider or Service Provider's employees.

8. INDEMNIFICATION. Client agrees to indemnify and hold Service Provider harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Client that result from the acts or omissions of Service Provider, Service Provider's employees, if any, and Service Provider's agents. **Client is responsible for final proofing of all projects. Service Provider will correct, if needed, any client - found errors.**

9. 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.

10. 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.

11. APPLICABLE LAW. This Agreement shall be governed by the laws of

PARTY CONTRACTING SERVICES:

By: _____
          Date: _____

SERVICE PROVIDER:

By: _____
          Date: _____