

# WORK FOR HIRE AGREEMENT

This Work for Hire Agreement ("Agreement") is made and effective

commencing on

by and between

and

**SAMPLE**  
Lumenelle, Inc.

, the Contractor.

## **1. Relationship of the Parties.**

The Contractor acknowledges that the Contractor is not considered an affiliate or subsidiary of the Lumenelle, Inc. and is not entitled to any employment rights or benefits. It is expressly understood that this undertaking is not a joint venture nor is this document an independent contractor agreement. The Contractor shall not enter into any contract or commitment on behalf of Lumenelle, Inc.

## **2. Work for Hire.**

The contractor agrees that each and every Work or Product commissioned by Lumenelle, Inc. is a "work made for hire," and that Lumenelle, Inc., as the organization for which the Work or Product is created, shall own all right, title and interest in and to the Work, including the entire and exclusive copyrights and patents in the Work and all rights associated with the copyrights and patents, including but not limited to, reproduction rights, distribution rights, and other derivative works, moral rights, and rights to the Works in all formats and media. All concepts, ideas, copy, sketches, artwork, electronic files and other materials related to it will become the property of Lumenelle, Inc. Lumenelle, Inc. may use any and all materials generated as it sees fit without any additional compensation.

## **3. Assignment of Rights.**

To the extent that any of the Work or Product commissioned by Lumenelle, Inc. may not, by operation of law, be a work made for hire in accordance with the terms of this Agreement, The contractor hereby assigns to Lumenelle, Inc. all right, title and interest in and to any copyright, and Lumenelle, Inc. shall have the right to obtain and hold in its own name any copyrights, registrations and other proprietary rights which may be available. With respect to any Work of visual art, the contractor expressly waives any and all rights of attribution and integrity with respect to any and all uses of the Work.

## **4. Exclusivity**

The Contractor agrees not give or sell reproductions of Works or Products commissioned by Lumenelle, Inc. to any other person or firm without the express written consent of Lumenelle, Inc. The contractor may make reproductions of Works or Products commissioned by Lumenelle, Inc. to include in a portfolio or as samples of the Contractor's abilities.

## WORK FOR HIRE AGREEMENT

### 5. Exceptions

Lumenelle, Inc. recognizes and acknowledges that the Contractor may create Works or Products independent of Lumenelle, Inc. In the event that Lumenelle, Inc. purchases an independent work from the Contractor, Lumenelle, Inc. acknowledges that all rights to the Work remain with the Contractor.

### 6. Confidentiality and Non-Disclosure.

The Contractor recognizes and acknowledges that this Agreement creates a confidential relationship between the Contractor and Lumenelle, Inc. bound the terms of a separate Confidentiality Agreement.

### 7. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Illinois and Contractor consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Contractor agrees that in the event of any breach or threatened breach by Contractor, Lumenelle, Inc. may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Lumenelle, Inc. against any such breach or threatened breach.

### 8. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

### 9. No Assignment.

Contractor may not assign this Agreement or any interest herein without Lumenelle, Inc.'s express prior written consent.

### 10. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

WORK FOR HIRE AGREEMENT

If to Lumenelle, Inc.:

Lumenelle, Inc.  
18719 River Road  
Marengo, Illinois 60152

SAMPLE

If to Contractor:

\_\_\_\_\_  
(Contractor's Name)  
\_\_\_\_\_  
(Contractor's Address)  
\_\_\_\_\_  
(Contractor's City/State)

12. No Implied Waiver.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

13. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

\_\_\_\_\_  
Lumenelle, Inc.

\_\_\_\_\_  
Contractor

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