

# WORK FOR HIRE AGREEMENT, ASSIGNMENT OF RIGHTS AND RELEASE

For the consideration set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties to this agreement entitled "Work For Hire, Assignment of Rights and Release" ("Agreement"), \_\_\_\_\_ ("Producer"), and \_\_\_\_\_ ("Performer"), hereby agree to all of the following:

- 1. Services.** Performer agrees to render acting, modeling, voice-over, pre-production and post production services to and for Producer and Producer's employees and other designated agents in connection with the creation of video, audio, audiovisual, photographic, textual and computer generated works

  - a. relating to the Project tentatively entitled " \_\_\_\_\_ " and/or
  - b. otherwise created from \_\_\_\_\_ (Start Date) to \_\_\_\_\_ (End Date) (hereinafter "Services"). Performer shall at all times render Services in a professional manner, and use best efforts to perform all Services to the best of Performer's ability. Performer shall timely render Services at the dates, times and locations set forth below and otherwise communicated to Performer by Producer or Producer's agents, exclusively for Producer, and Performer shall continue to render such Services until Project completion, as determined by Producer. Services to be rendered by Performer shall also include any and all retakes and remakes, and all voice-overs, scans, re-scans, samples and other pre-production and post-production services requested by Producer in relation to the Project. Performer shall at all times comply with and otherwise take the reasonable direction of Producer and Producer's designated agents, including the Project's Director.
  
- 2. Initial Date, Time and Location of Services to be Provided.**

  - a. Date: \_\_\_\_\_
  - b. Report Time: \_\_\_\_\_
  - c. Location: \_\_\_\_\_

**Note: All dates, times and locations are subject to change, and it shall be Performer's obligation to confirm performance date, time and location with Producer no less than twenty four hours before Report Time.**
  
- 3. Compensation.** As full payment for all the Services, warranties and performance of all other obligations set forth herein, Producer shall pay to Performer the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ .00 U.S. ) subject to all applicable withholding and other deductions required by law. Performer expressly acknowledges and agrees that Producer's obligation to pay Performer is expressly conditioned upon Performer providing the Services set forth in this Agreement. Producer shall not be obligated to compensate Performer if such Services are not provided in accordance with the terms of this Agreement, if Project is cancelled for any reason or if Producer or Producer's agent informs Performer no later than twenty-four (24) hours prior to the Start Date that Performer's services will not be required by Producer.
  
- 4. Consent.** Performer expressly consents and agrees that Producer, and all other parties contracted by or otherwise deriving authority from the Producer may film, videotape, record, photograph, digitally sample, and otherwise fix in any and all tangible media of expression now known or hereinafter invented all Services rendered hereunder, including without limitation all performances, poses and all associated information, including, Performer's image, likeness, voice, bodily sounds and other characteristics of Performer's persona and personality. Performer expressly consents to all such fixations of Performer clothed, partially clothed, costumed, and fully nude.
  
- 5. Work For Hire.** Performer agrees that all Services rendered hereunder and all recordings made thereof by Producer and/or Producer's agent(s) by any and all means, including by photography, filming, audio-video recording, digital sampling, and computer scanning, all results of said Services, and all fixations of Performer's likeness, voice, persona, personality, and biographical data (hereinafter "Works"), shall constitute "works for hire", and that all rights, title and interest in and to Works and Derivative Works (as that term is defined herein) made therefrom, shall be solely and exclusively owned by Producer, and Performer

shall neither have, nor claim any rights, title or interest therein. The Parties further expressly agree that nothing in this Paragraph 5 shall be interpreted under any circumstances to diminish or modify Performer's status as an independent contractor if Performer is an independent contractor.

- 6. Assignment Of Other Rights.** To the extent that Performer shall currently possess or come to possess any future created right(s) or interest(s) in the Works or Derivative Works, or should any of this Agreement's work for hire provisions fail to fully transfer all rights, title and interest in and to the Works and Derivative Works, for any reason, Performer hereby expressly and irrevocably grants and conveys to Producer in perpetuity, all other rights and interests of every kind, including without limitation, all intellectual property rights, all digital actor and all future-created rights of every kind, all renewal and recapture rights in the Works and in all Derivative Works made therefrom. Performer further promises, to promptly execute appropriate future assignments of such rights to Producer as necessary.
- 7. Further Actions.** Performer hereby agrees to promptly execute and deliver to Producer or Producer's agent all additional documents, assignments, instruments and data, and do whatever else is reasonably required by Producer, to perfect Producer's rights in Works, Derivative Works and Services, assist Producer in enforcement of rights pertaining thereto, and to otherwise enable Producer obtain the benefits contemplated by this Agreement.
- 8. Derivative Works.** Producer shall at all times have the unfettered right to create and exploit Derivative Works. For purposes of this Agreement, the term "Derivative Work" shall mean any and all compilations, derivations, modifications, alterations, synthetic creations, synthespian creations, recreations, alterations, enhancements, superimpositions, recombinations, and distortions of the Works and/or derivative works thereof, whether intentional or accidental, alone or in combination with material of any kind, including haptic (e.g., tactile) information, whether produced by photographic or recording techniques, computer manipulation or by any other means or process now known or hereinafter developed.
- 9. Ownership Of Resulting Intellectual Property.** Producer and Performer expressly agree that Producer shall be the sole and exclusive owner of all rights, title and interest, of every kind and character, in and to all Works and Derivative Works, including, without limitation, all intellectual property rights. The unlimited and absolute grant of rights in Works and Derivative Works to Producer herein is in perpetuity, for all time, cannot be revoked, and, without limiting the scope of the foregoing, includes the following rights: a. The perpetual and unlimited rights throughout the Universe to copy, reproduce, duplicate, exhibit, publish, broadcast, transmit, distribute, perform, promote, license, sell and otherwise use and exploit the Works and Derivative Works by any and all means and methods now or hereafter discovered, devised or invented, in every and all media, including, without limitation cable, satellite, broadcast, wide area computer networks, including the Internet, mobile phones, theatrical, print, and computer game media. b. The unlimited right to use the Works and Derivative Works to create new and additional Derivative Works of all kinds, including but not limited to entirely new works synthetically created or otherwise derived from data obtained in whole or in part from Works and/or Derivative Works, including works in which Works and Derivative Works are used as source material to create avatars, synthespians, digital actors, robots and other synthesized creations including those generated from Performer's likeness and persona, and the Performer hereby does so. The unlimited right to use and otherwise exploit all such new works in association with all devices and technologies now known or hereinafter invented, discovered or devised, including without limitation, the Internet, computer games, telephones, personal digital devices, stored media devices, holographic devices, robotic applications and enhanced reality, virtual reality and bio-digital technologies. c. The unlimited right to use Performer's names, one or more fictitious names generated by Producer, or no name, and the right to use Performer's likeness, voice, persona and other characteristics, on, in and in connection with any and all uses of Works and Derivative Works, including, without limitation, on, in and in association with, goods and services of every kind, including, sex toys, ads, synthetically created works, digital actor works, synthespian works and other synthetic creations of all kinds thereof, created by any and all means now known or hereinafter created.
- 10. Approval Rights.** Performer hereby waives any and all rights that Performer may have or acquire to inspect

or approve Works or Derivative Works, advertising copy or other matter that may be used in connection with Works or Derivative Works, or any use to which Works or any Derivative Works may be applied. Performer hereby releases, discharges and agrees to hold harmless Producer, all persons lawfully deriving authority from the Producer and Producer's successors, assigns, licensees, customers, clients and subscribers from any liability arising from any use or other exploitation of the Works and Derivative Works, including, without limitation, the use of any text associated therewith, and any publication thereof, including without limitation any and all claims for libel, slander, defamation, misrepresentation, false light, invasion of privacy, negligence, breach of confidence, false advertising and unfair competition.

**11. Waiver of Moral Rights.** Performer hereby acknowledges the existence of Performer's statutory moral rights as those rights are more particularly described in 17 U.S.C. § 106(a). With respect to Works and Derivative Works, for any and all applications in which either attribution or integrity rights, or analogous rights, may be implicated, Performer hereby knowingly, expressly and forever waive all rights arising under 17 U.S.C. §106A, all similar or analogous rights arising under U.S. federal or state law or under the laws of any other country that conveys any other type of moral right, *droit moral* or similar or analogous rights, and further release Producer, all persons lawfully deriving authority from the Producer, Producer's successors, assigns, licensees, all their customers, clients and subscribers and other persons in privity with Producer or Producer's successors and assigns from any and all liability arising from such rights and agree to never bring any action regarding such rights against any such persons.

**12. Enforcement of Rights of Publicity.** Performer hereby grants to Producer and Producer's successors and assigns, the unlimited, non-exclusive right to enforce Performer's name, likeness, voice, and publicity rights associated with Works and Derivative Works against any and all third parties. Performer hereby grants and assigns to Producer all rights Performer has or acquires regarding every chose in action relating to misappropriation of such rights, and Performer further promises, to promptly execute appropriate future assignments of such claims, to Producer as necessary to effectuate Producer's ability to enforce such rights. Performer agrees that Producer and Producer's successors in interest shall have the right to issue unlimited publicity concerning Performer in relation to the Works and Derivative Works.

**13. Acknowledgement of Nature of Performance.** Performer expressly acknowledges and agrees that Performer may be photographed, filmed, videotaped, scanned and otherwise recorded partially and fully nude and engaging in simulated or actual sexual acts or poses in the course of providing the Services for which Performer has been engaged by Producer hereunder, and the preparation and rehearsing of such performances. It is further understood, agreed and acknowledged by Producer and Performer that any sex scene or pictorial depiction involving Performer may be simulated or actual, at Performer's sole discretion.

**14. Waiver of Liability.** Performer hereby releases, discharges and agrees to hold harmless Producer, and all persons lawfully deriving authority from the Producer, including without limitation, Producer's employees, agents, contractors, performers, service providers, affiliates, financiers, backers, and licensees, from any claims or liability resulting from any sexually transmitted disease, condition or ailment which Performer may contract which is caused by or aggravated by any sexual acts or physical contact of any kind (whether direct or indirect, deliberate or accidental) with any other performer, actor or model. Performer acknowledges that Performer is not required as a condition of employment by Producer to engage in any actual sexual conduct in the course of the performance, or otherwise, and that any such sexual conduct or contact between Performer and any other person or persons, if it should occur, is exclusively a result of Performer's own exclusive and unfettered choice and decision. Performer further acknowledges that Producer has made no representations to Performer as to the health of any performer, or that any other performer or actor is free from any communicable or transmissible disease, including without limitation, sexually transmitted diseases.

**15. Acknowledgement of Imperfect Accuracy of Health Tests.** Performer acknowledges that any health test that may have performed on any person with whom Performer may perform in any sexual scene, including scenes involving actual sexual contact between Performer and that other person may be inaccurate or incomplete, and that the results of such health test may be inaccurate or incomplete. Performer further acknowledges and represents that if Performer chooses to engage in sexual conduct or sexual contact with

another person in the course of a photographic or videographic shoot, or other activity related to the subject matter of this Agreement, Performer does so voluntarily and with full knowledge and understanding of the fact that any such health test, or health test results may be inaccurate or incomplete. Performer hereby releases, discharges and agrees to hold harmless Producer, all persons lawfully deriving authority from the Producer, including without limitation, Producer's employees, agents, contractors, affiliates, financiers, attorneys, backers and licensees from any claims or liability resulting from any sexually transmitted disease, condition or ailment which Performer may contract which is caused, or aggravated by any sexual acts or physical contact of any kind (whether direct or indirect, deliberate or accidental) with any other person involved in the creation of any Work or Derivative Work in which Performer is depicted.

**16. Performer's Warranties.** Performer hereby warrants all of the following: a. that Performer is over the age of eighteen (18) years and that Performer was over the age of eighteen (18) years prior to the time that any photograph, film, videotape or other matter constituting Works was created, and the time Performer first communicated with Producer or any person associated therewith regarding the creation of any Work; b. that all medical, identification and age verification documentation which Performer presents to Producer and Producer's employees, agents, licensees and/or assigns, is, at all times, true, unaltered, genuine, valid and authentic and that all such identification documentation was issued to Performer by the governmental authority whose name appears on the document; and c. that Performer has the right to contract in Performer's own name, that Performer is free to execute this Agreement and that Performer has made no agreements, obligations, commitments or legal encumbrances that might prevent or interfere with the performance of Performer's services to Producer or that might prevent Producer from freely using the Works and Derivative Works as provided in this Agreement.

**17. No Use or Employment Obligations.** Performer acknowledges and agrees that Producer has no obligation to publish, exhibit, transmit, disseminate, distribute or otherwise use Works or any other material that is the subject of this Agreement, nor is the Producer obligated to employ Performer in any capacity in the future.

**18. No Joint Venture, Partnership or Agency Relationship.** Performer hereby agrees that no agency, joint venture, partnership or employment relationship of any kind is created by this Agreement and that this Agreement does not create any interest of any kind in or with respect to the Works or Derivative Works, however, should this Agreement ever be interpreted or construed as creating any such rights, Performer hereby agrees to irrevocably grant all such rights without limitation, to Producer in perpetuity.

**19. Miscellaneous.** This Agreement and Release shall be construed in accordance with, and governed by, the laws of the State of California and the United States. In case of any litigation regarding this Agreement, venue for such litigation shall be the Municipal Court of Los Angeles, the Superior Court of the County of Los Angeles, or the United States District Court for the Central District of California, and the Parties hereto hereby consent and stipulate to the jurisdiction of said Courts. The Parties acknowledge and agree that this Agreement embodies the entire agreement between Performer and Producer on the subject matter referenced herein and that all prior representations, warranties, promises and agreements between the parties which are not expressly included in this Agreement shall be of no force or effect. The Parties further agree that this Agreement may be amended, discharged, modified or terminated only by written agreement of the Parties and that if any provision of this Agreement shall to any extent be adjudged invalid or inapplicable by a court of competent jurisdiction, then the remainder of this Agreement shall not be affected and every other provision shall be enforceable to the fullest extent permitted by law. The Parties agree that this Agreement shall be binding upon the Parties and their heirs, legal representatives, and assigns. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to attorney's fees and costs.

**20. Age and Tax Responsibility Certification.** Performer represents and certifies that Performer is the person referred to in this Agreement, that Performer is over the age of eighteen (18) years, and that Performer is fully responsible for all taxes and liabilities pertaining to Performer's compensation for Services provided pursuant to this Agreement.

**21. Acknowledgement of Binding Agreement.** Performer acknowledges that this is a binding legal agreement and that Performer has read this entire four (4) page Agreement, prior to its execution and that Performer fully understands its meaning and effect. Performer acknowledges and agrees that Performer has had the opportunity to have this Agreement reviewed by Performer's attorney or has expressly elected to forego such review, and that by signing this Agreement Performer intends to be legally bound by all its terms.

**IN WITNESS WHEREOF, the Parties have read, understand and hereby execute this Agreement as of the date first indicated below.**

**Performer:**

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Country, Zip)

\_\_\_\_\_  
(Performer's Social Security Number)

\_\_\_\_\_  
(Performer's or Agent's phone number)

**Witness:**

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Country, Zip)

**Producer:**

\_\_\_\_\_  
(Organization)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name and Title)