

## INDEPENDENT ARTIST AGREEMENT

THIS INDEPENDENT ARTIST AGREEMENT (the “Agreement”), made \_\_\_\_\_[date], by \_\_\_\_\_, an Illinois [corporation or limited liability company] (“Company”), and \_\_\_\_\_ (“Artist”), an individual.

The parties agree as follows:

1. ENGAGEMENT AND DUTIES. During the term of this Agreement, Company engages Artist, and Artist agrees to serve Company, as an independent Artist in the role of an independent Artist. Artist will be available to work at reasonable times, and for reasonable periods of time, to perform consultation as the Company requires. Artist will travel on the business of Company whenever reasonably requested to do so provided that travel is not unreasonably burdensome. Artist must generally endeavor to improve the business of Company during the term of this Agreement.
2. TERM. The term of this Agreement shall commence on the date hereof, and terminates one (1) year from the said commencement date (the “Term”). Thereafter, upon mutual agreement of the parties, the Term will automatically renew for successive one (1) year terms under the terms of this Agreement.
3. COMPENSATION. For all services Artist will render under this Agreement, Artist is to be paid at a rate of \$\_\_\_\_\_ per hour payable on the 15th day and the last day of each calendar month during the term of this Agreement. As Artist’s relationship will be that of an independent contractor, Company will not withhold taxes or Social Security payments from any sum paid under this Agreement.
4. REIMBURSEMENT OF EXPENSES. In addition to the compensation provided for here, Artist is entitled to be reimbursed for all pre-approved expenses incurred in connection with and while performing Artist’s duties under this Agreement.
5. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing contained herein shall be construed to constitute Artist as an employee, joint venturer, or partner of Company. Artist’s services are being engaged by Company and rendered by Artist on a freelance basis. Company shall determine the work to be done by Artist, but Artist shall determine the legal means by which Artist accomplishes the work specified by Producer. The Company shall issue Artist a 1099 rather than a W-2 form. Artist shall not be entitled to workers’ compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of Artist’s work for Company. Artist shall be solely responsible for payment of any and all taxes, including without limitation, state, and federal taxes, which may become due as a result of the consideration Artist receives under this Agreement.
6. OWNERSHIP OF CREATIVE WORKS. Artist understands and agrees that Artist’s services under the terms and conditions of this Agreement are to be construed as “works made for hire” as defined by § 101 of the United States Copyright Act. Artist hereby assigns to Company, its successors and assigns, all of Artist’s right, title, interest, and ownership in and to any and all creative works resulting from Artist’s duties during the Term of this Agreement, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any

renewals, reissues, and extensions thereof. Artist understands that Company may register the copyright and other rights in said creative works in Company's name. Artist agrees to sign such applications, documents, assignment forms, and other papers as Company requests from time to time to further confirm this assignment. Artist further understands that Company has full, complete, and exclusive ownership of said creative works. Artist agrees not to use said creative works for the benefit of anyone other than Company, without the Company's prior written permission.

7. CONFIDENTIALITY. During the Term of this Agreement and for a period of five (5) years after thereafter, Artist will not at any time do or attempt to do any of the following, either directly or indirectly: Disclose, use or communicate to any person, firm, or corporation any trade secrets (including Company's client or customer lists), confidential information or any other information concerning the business, products, services, prices, suppliers, finances, or operations of the Company. Artist agrees to treat such information at all times as confidential. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The protection Artist promises to Company includes more than nondisclosure and nonuse of trade secrets and confidential information, which are protected by law without this Agreement.

8. MISCELLANEOUS. This Agreement inures to the benefit of and is binding on the parties to it and their respective successors, assigns, heirs and personal representatives and, except as specifically provided here, neither party may make any assignment of this Agreement or any interest in it by operation of law or otherwise without the prior written consent of Company. The parties understand and agree that Company has the right to assign this Agreement by operation of law or otherwise to any successor to all or substantially all of its assets and business by dissolution, merger, consolidation, transfer of assets or otherwise, or to any direct or indirect subsidiary of Company. Illinois law governs this Agreement, which is to be construed and enforced in accordance with those laws.

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

For \_\_\_\_\_,  
an Illinois [corporation or limited liability company]      \_\_\_\_\_,  
an individual

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security #

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date