

WORK FOR HIRE CONSULTING AGREEMENT

This Agreement ("Agreement") is entered into this date by and between _____ ("Company"), and _____ ("Consultant").

WHEREAS, the Company is engaged in the business of _____;

WHEREAS, the Company desires to retain the services of the Consultant to assist it in _____;

WHEREAS, the Consultant is engaged on a free-lance basis from time to time by various businesses to assist them in writing portions of computer programs _____ ("Program"); and

WHEREAS, it is the intention of the parties hereto that the Consultant be commissioned to write portions of the Program and that the Program and all drawings, working papers, programs, manuals, and all documents of any kind (collectively referred to herein as the "Work") prepared by the Consultant within the scope of this Agreement are intended by the parties to be works for hire and intended that the author of such Works be the Company.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Services to Be Provided by Consultant. The Company desires to retain the services of the Consultant to assist the Company in writing the following:

("Project"). The Consultant agrees to begin work on the Project by _____ and to endeavor to complete the Project by _____. The Consultant shall deliver progress reports and samples of the Work in progress to the Company at such times as the Company shall reasonably request.

Section 2. Compensation. For such services, the Company shall pay to the Consultant the sum of \$ _____, payable as follows:
_____.

Section 3. Relationship of the Parties. It is the intent of the parties hereto that the Consultant has been retained in the capacity of an independent contractor only. Neither the Consultant nor the Company consider the Consultant to be an agent or employee of Company for any purpose. The Company is interested only in the results obtained under this Agreement. The manner and means of performing the Project and of creating the Work are subject to the Consultant's sole control.

Section 4. Taxes. Consultant shall be responsible for all state, federal, and local taxes, including estimated taxes and social security and employment reporting for Consultant or any employees or agents of Consultant.

Section 5. Work for Hire. The Consultant agrees the Work created solely or jointly by Consultant pursuant to this Agreement shall be deemed "work made for hire" as that term is used in Title 17 of the United State Code. The Company shall be owner of the Work and deemed the author of the Work with full right to apply for a copyright in the Work in the United States and all foreign countries. The Consultant shall cause all of his/her employees, associates, or subcontractors assisting in creating the Work to execute a similar acknowledgement that the Work is a "work made for hire." If so requested by the Company, the Consultant and all of his/her employees, associates, or subcontractors assisting in creating the Work shall cooperate with the Company in executing all such assignments, oaths, declarations, and other documents as may be prepared by Company to effect the foregoing.

Section 6. License. The Consultant hereby grants, bargains, sells, assigns, licenses, transfers, conveys and setover (all herein called "grants") on a non-exclusive basis to the Company all of its full and unlimited right, title and interest in any pre-existing copyrighted and/or proprietary work which is incorporated into the Work by the Consultant. This grant shall be for an unlimited duration. The Consultant shall not be entitled to any additional compensation for such grant. If so requested by the Company, the Consultant shall cooperate with the Company in executing all such assignments, oaths, declarations, and other documents as may be prepared by Company to effect the foregoing.

Section 7. Records. The Consultant agrees to keep full and accurate records of all consulting work performed under this Agreement. All records, drawings, programs, manuals, reports, and other documentation created in connection with this Project shall be and remain the sole property of the Company. The

Consultant shall deliver to the Company all copies of such documents on request by Company.

Section 8. General. This Agreement shall be construed under and in accordance with the laws of the State of Florida. This Agreement contains the entire agreement between the parties hereto and the specific subject matter hereof. Any amendment hereto must be in writing and executed by both parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective the day and year first written.

COMPANY CONSULTANT

Signature: _____

Name: _____

Signature: _____

Name: _____