



METAL RAT MEDIA

**INDEPENDENT CONTRACTOR AGREEMENT
(WORK FOR HIRE)**

Contractor's Name
Contractor's Address
Contractor's Tax ID:

This Agreement is made and entered into as of November 14, 2022 ("Effective Date"), by and between Contractor and Metal Rat Media LLC ("Producer").

1. Contractor agrees to render services and/or deliver materials to Producer in connection with a program tentatively titled " _____ " (the "Program") as follows: _____ (service provided...the "Services").
2. Contractor will provide the Services for Producer beginning on the Effective Date and will continue to provide such Services for a period of _____ from the Effective Date ("Term").
3. Producer shall pay Contractor for all Services performed and materials delivered hereunder, payable as follows: \$ _____.
4. It is agreed and understood that Contractor's relationship to Producer is that of an independent contractor and the parties acknowledge that no employer/employee or agency relationship is formed under this Agreement. Each party is solely responsible for filing all of its own tax returns, tax declarations and tax schedules and for the payment of all taxes (including without limitation social security taxes, federal, state and city income taxes, and sales and use taxes) required where due.
5. As between Producer and Contractor, all right, title and interest in and to the Program and the Services and materials provided by Contractor in connection with this Agreement will at all times belong solely and exclusively to Producer. To the extent that any of Contractor's Services or materials include any original work of authorship entitled to protection under the laws of copyright, the parties acknowledge and agree that
 - (i) Contractor's Services and materials have been specially ordered and commissioned by Producer as a contribution to a collective work, a supplementary work, an audiovisual work, or such other category of work as may be eligible for treatment as a "work made for hire" under the United States Copyright Act;
 - (ii) Contractor is an independent contractor and not an employee, partner, joint author or joint venture with Producer or Producer's business;
 - (iii) Contractor's Services and materials shall be deemed a "commissioned work" and "work made for hire" to the greatest extent permitted by law; and (iv) Producer shall be the sole owner of Contractor's Services materials, any works derived there from, and any work embodying the Contractor's work and services created in connection with this Agreement pursuant to the United States Copyright Act.To the extent that Contractor's Services and the materials provided by Contractor are not properly characterized as a "work made for hire" Contractor hereby irrevocably grants to Producer all right, title and interest in and to Contractor's Services and the materials provided by Contractor (including but not limited to the copyright therein), and any and all ideas and information embodied therein, in perpetuity throughout the world and in all media.

6. a. Contractor warrants and represents that Contractor is fully ready, willing and able to perform the Services and deliver the materials as set forth in this Agreement, that Contractor is authorized to enter into this Agreement, and that any materials created solely by Contractor in connection with this Agreement will not violate or infringe upon any rights of any nature whatsoever of any person, firm or corporation. Contractor warrants and represents that Contractor is not a member of any union, guild or similar professional or trade organization and that Contractor is not subject to any contract or other agreement which would prohibit or limit Contractor's ability to provide the Services and deliver the materials contemplated by this Agreement. Contractor will indemnify and hold Producer harmless from and against any and all claims, damages, liabilities, costs and expenses including reasonable attorney's fees or other liabilities of any nature Producer suffer or incur, arising out of breach of any of Contractor's foregoing warranties.

b. Producer warrants and represents that it is fully ready, willing and able to perform services hereunder, is free to enter into this agreement, and that any materials it uses in or with the Program (other than those original materials created solely by Contractor) will not violate or infringe upon any rights of any nature whatsoever of any person, firm or corporation. Furthermore, Producer represents that it shall be solely responsible for clearing all rights of any nature in and to materials used in the Program exclusive of any materials created solely by Contractor. Producer will indemnify and hold Contractor harmless from and against any and all claims, damages, liabilities, costs and expenses including reasonable attorney's fees or other liabilities of any nature Contractor may suffer or incur, arising out of breach of any of Producer's foregoing warranties.

7. Either party may terminate this agreement in the event of the other party's failure, refusal or neglect, other than by reason of force majeure, to perform any of its obligations under this Agreement.

8. A waiver by either party of any of the terms and conditions of this Agreement in any one instance shall not be deemed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All rights, remedies, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

9. To the extent that any provision of this agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the remainder of such provision and of this agreement shall be unaffected.

10. This Agreement contains the entire understanding of the parties relating to the subject matter herein contained and cannot be changed or terminated orally. This Agreement, and all matters or issues collateral thereto, shall be governed by the laws of the State of Utah applicable to contracts performed entirely within that state. Contractor agrees to execute any documents necessary to fully effect the terms and conditions of this Agreement, including but not limited to, a Certificate of Authorship, if requested by Producer.

WHEREFORE the parties hereto indicate their acknowledgment and consent to the terms of this Agreement by signing as indicated below.

PRODUCER

_____ Date: _____

CONTRACTOR

_____ Date: _____