

This Designer's Agreement and Assignment of Copyright (hereinafter called the "Agreement") is made as of the FIRST, SIXTH, ETC. day of MONTH, YEAR by and between NAME OF DESIGNER (hereinafter called "The Designer") and LEGAL NAME(S) OF PERFORMER or BAND MEMBERS doing business as NAME OF BAND or STAGE NAME OF PERFORMER, (hereinafter called the "Assignee")

This Agreement is made with reference to the following facts:

- A. That the designer, an independent contractor, has prepared at the instruction from a concept, and under the direction of the Assignee, a certain Design (hereinafter referred to as "The Design")
- B. That the Design, a photocopy of which is attached hereto and is incorporated herein by this reference, may be described and identified as follows:

DESCRIPTION OF DESIGN OR LOGO CREATED BY THE DESIGNER

- C. That the Assignee desire(s) to obtain ownership of all rights of every nature in and to the Design and of all physical objects which embody it and to employ the Design in the manufacture of various materials and merchandise, including T-shirts, which the Assignee will sell or allow others to sell.

In consideration of the above premises and of the mutual promises contained herein, the Assignee and the Designer mutually agree as follows:

1. That the Designer hereby assigns, transfer, and conveys to the Assignee all right, title and interest in and to the Design described above together with the copyright(s) therein and right to secure copyright registration therefor, in accordance with Sections 101, 204, 205, of Title 17 of the United States Code, the Copyright Law of the United States. The above assignment, transfer, and conveyance includes, without limitation, any and all features, sections, and components of the Design and any and all works derived therefrom, the United States and worldwide copyrights therein and any renewals or extensions thereof and any and all other right which the Designer now has or to which the Designer may become entitled under existing or subsequently-enacted federal, state, or foreign laws, including, but not limited to, the following rights: to reproduce, publish, and display the Design publicly, to prepare derivative works of and from the Design, to incorporate the Design into merchandise and other materials and to otherwise exploit and control the use of the Design. The above assignment further includes any and all causes of action for infringement of the Design, past, present, and future, and any and all proceeds from such causes accrued and unpaid and hereafter accruing.
2. That the Assignee shall have the right to crop, edit, alter, or otherwise modify the Design to the extent deemed necessary, in the sole discretion of the Assignee, to conform the Design to the style, design, or physical dimensions of the merchandise or materials into which it is incorporated or to suit it to such other use(s) as the Assignee may choose to make it.
3. That the Designer warrants that the Designer is the owner of copyright in the Design and possesses full right and authority to grant the rights herein granted. That the Designer further warrants that the Design does not infringe the copyright(s) in any other work(s) whatsoever, and does not invade any privacy, publicity, trademark, or other rights of any person. The Designer agrees to indemnify and hold the Assignee harmless in any litigation or other dispute in which a third party challenges any of the warranties made by the Designer in this paragraph.
4. That the Designer shall use copyright notice in the following form on any merchandise or material which incorporate the Design and which are manufactured by the designer at the request of the Assignee:

Copyright YEAR NAME OF BAND or STAGE NAME PERFORMER

Further, that the Designer shall refrain from applying Designer's name or copyright notice to any merchandise or material which incorporate the Design.

5. That the Designer further hereby transfers to the Assignee title to each and every piece of artwork of any nature in existence which embodies the Design, in whole or in part. Notwithstanding the foregoing, the Designer may retain possession of any such artwork until Assignee requests that possession of any such artwork be surrendered to the Assignee and may display any such artwork at Designer's place of business or websites or in trade shows or art competitions. However, in no event shall the Designer alter or destroy any such artwork or transfer possession of any such artwork to any third party without specific authorization from the Assignee.
6. That in compensation for the service of the Designer in preparing the Design, for the promises and undertakings of the Designer, the assignment of copyright by the Designer, and the transfer of ownership of all physical objects which embody the design contained herein, the Assignee shall pay to the Designer on or before a date thirty (30) days from the date first written above the sum of SPELL OUT DOLLAR AMOUNT Dollars (\$WRITE DOLLAR AMOUNT IN FIGURES), which sum shall constitute the Designer's entire fee and only payment hereunder.
7. That this Agreement shall be binding upon the heirs, assigns, and successors of the parties hereto.

In witness whereof, the Designer and Assignee have executed this document in NUMBER counterpart originals on the date(s) indicated below.

STAGE NAME OF PERFORMER or NAME OF BAND, Assignee

By: LEGAL NAME OF PERFORMER or NAMES OF BAND MEMBER(S) doing business as
STAGE NAME OF PERFORMER or NAME OF BAND
MAILING ADDRESS
CITY, STATE, AND ZIP CODE

SIGNATURE OF PERFORMER OR BAND PARTNER
 (Signature for Assignee)

DATE OF SIGNATURE
 (Date of signature)

PRINT NAME OF PERSON SIGNING ABOVE
 (Print Name)

And

NAME OF DESIGNER, Designer

By; NAME OF DESIGNER
MAILING ADDRESS
CITY, STATE, AND ZIP CODE

SIGNATURE OF DESIGNER
 (Signature of Designer)

DATE OF SIGNATURE
 (Date of signature)

PRINTED NAME OF DESIGNER
 (Print Name)

Acknowledgment

State of _____
 County of _____

Personally appeared before me, _____, a notary public in and for the said state and county, the within-named _____, with whom I am personally acquainted and who executed the foregoing instrument, for purposes therein contained.

Witness my hand and official seal at _____, this _____ day of _____, _____.

_____ My commission expires: _____