

WORK-FOR-HIRE TOOLKIT

What's Inside:

A **step-by-step checklist** that walks you through what to confirm before hiring any editor, composer, designer, or contractor — so your chain of title is clean from day one.

A **real-world clause bank** with the actual language producers use to secure rights to project files, stems and masters, layered artwork, BTS footage, and social media content.

A **classification guide** that explains the freelancer-versus-employee rules the IRS and Department of Labor apply to filmmakers (and how to avoid the misclassification traps that kill insurance claims).

A professional **project-file request form** that documents your entitlement to deliverables, source files, and working assets without conflict or confusion.

A short illustrated brief on **derivative works**, explaining how edits, graphics, and music can unintentionally create new copyright — and how to secure them properly.

A one-page **music usage explainer** that breaks down the difference between score, stems, masters, and synced tracks — and what you must secure for distribution.

A simple **chain-of-title storage guide** so you always know where each document in your ownership record should live for future delivery.

STEP-BY-STEP WORK-FOR-HIRE CHECKLIST

What to Confirm Before Hiring Any Editor, Composer, Designer, or Contractor

A clean chain of title begins **before** someone agrees to work on your project. This checklist walks you through the practical steps producers take to make sure ownership is secure from the start — long before a distributor, festival, insurer, or attorney ever looks at your paperwork.

Step 1: Identify the Type of Work Being Commissioned

Clarify exactly what the contributor will create. Is it:

- an edit
- original music
- layered artwork
- social content
- titles, graphics, or animation
- VFX or motion design
- behind-the-scenes footage
- production stills

Write this down in plain language. This becomes the backbone of the contract’s “Scope of Work.”

Step 2: Determine Who You Are Actually Contracting

Is the person working as:

- an **individual**
- a **loan-out company**
- a **business entity**
- a **partnership**

If they use a loan-out, you’ll need **two signatures**: one from the company, one from the individual.

Step 3: Confirm Independent Contractor Status

Before you treat someone as a freelancer, confirm that the role qualifies — or whether it might be legally considered employment. (See classification guide in this Toolkit.)

If someone must follow your daily schedule, use your equipment, or work on-site, they may need to run through payroll.

Step 4: Outline the Deliverables

For a clean chain of title, you must know *exactly* what is being delivered. Examples:

- final edit
- all project files and timelines
- stems, alternate mixes, and master recordings
- layered design files
- behind-the-scenes raw footage
- graphics, thumbnails, titles, or marketing assets

Delivery should include **all working materials**, not just the final export.

Step 5: Establish File Standards and Delivery Method

Before work begins, confirm:

- file formats
- export settings
- naming conventions
- folder organization
- method of delivery (Dropbox, Google Drive, Frame.io)

This prevents “I didn’t know you needed that” disputes later.

Step 6: Secure Work-for-Hire + Assignment Language

Work-for-Hire does not always apply.

Your agreement must include:

1. A valid Work-for-Hire declaration; and
2. A **backup assignment clause** transferring copyright to you.

This two-layer structure is what makes ownership enforceable.

Step 7: Capture Consent to Use Likeness (If Applicable)

If the worker appears on camera (BTS, interviews, reels, marketing), confirm you have a **name & likeness release**, even if it’s incidental.

Step 8: Confirm Credit Language



Disclaimer: This checklist is provided for educational purposes only and does not constitute legal advice or establish an attorney–client relationship. Every production is unique, and delivery requirements can vary by distributor, territory, or platform. You should consult a qualified entertainment attorney to review your specific distribution agreements and ensure full compliance with applicable laws and contractual obligations.

Protect yourself by establishing whether the contributor will receive:

- on-screen credit
- no credit
- end crawl only
- special thanks

Credit is one of the most common points of conflict in indie production.

Step 9: Execute the Contract Before Work Begins

Never wait until delivery to get signatures.

Once a person finishes work, their leverage increases dramatically.

Step 10: Store the Contract Properly

Place this in your Chain-of-Title folder (see final section of this Toolkit).

REAL-WORLD CLAUSE BANK

Actual Language Producers Use to Secure Rights and Avoid Ownership Disputes

Use these clauses when you need stronger, clearer, or more specific protections in your agreements.

Language is written to match industry practice.

A. Editor: Project Files & Timelines

Use when hiring any editor (short, feature, trailer, social, BTS).

Project File Delivery: Upon completion of Services, Editor shall deliver to Producer all project files, timelines, sequences, raw media organization files, LUTs, presets, SFX, graphics, titles, and any other materials reasonably necessary for Producer to access, modify, and complete the Picture. Editor acknowledges that all such materials are included within the definition of “Work” under this Agreement.

B. Composer: Stems, Masters, and Alternates

For composers delivering original score or music cues.

Music Materials: Composer shall deliver the final mixed master recording of each cue, together with stems, alternate mixes, individual instrument tracks, and any project session files used to create the Work. All Music Materials shall be included in the rights granted to Producer under this Agreement.

C. Designer: Layered Artwork & Modifications

For poster designers, title artists, brand designers.

Layered Design Files: Designer shall deliver all layered artwork files, including but not limited to PSDs, AIs, or other editable formats, as part of the Work. Producer shall have the unrestricted right to modify, adapt, crop, resize, localize, and re-use the artwork in all media and marketing formats worldwide.

D. BTS Creator / Photographer: Unlimited Usage

For behind-the-scenes material and stills.

Usage Rights: Producer may use, edit, adapt, and exploit all behind-the-scenes materials, production stills, interviews, and candid footage in all media now known or later devised, including promotional, educational, and archival uses.

E. Social Media & Short-Form Content Creators

Social Assets: Any TikTok, Instagram, YouTube, or other short-form content created under this Agreement shall be deemed part of the Work. Producer may publish, repurpose, adapt, caption, re-edit, or monetize such content worldwide in perpetuity.

FREELANCER VS EMPLOYEE CLASSIFICATION GUIDE

Understanding How the IRS and Department of Labor Evaluate Creative Workers

Misclassification is one of the biggest hidden risks in independent film. Even if a contract *says* “independent contractor,” the law may disagree — and insurers, auditors, and distributors will follow the legal definition, not yours.

Here is the practical breakdown filmmakers must understand.

The Core Question: Who Controls the Work?

Both the IRS and DOL focus on a single principle:
the more control you have, the more likely the person is an employee.

Ask yourself:

- Do you set the contributor’s daily schedule?
- Must they be on set physically?
- Do you provide essential equipment?
- Do you control how the work must be performed?
- Are they restricted from working for others during your project?

The more “yes” answers, the closer you are to employment.

Safe Examples of Independent Contractors

- A composer working remotely on their own timeline
- A graphic designer delivering layered artwork to your spec
- An animator creating assets off-site
- A trailer editor working from home with their own equipment

Likely Employee Classifications



Disclaimer: This checklist is provided for educational purposes only and does not constitute legal advice or establish an attorney–client relationship. Every production is unique, and delivery requirements can vary by distributor, territory, or platform. You should consult a qualified entertainment attorney to review your specific distribution agreements and ensure full compliance with applicable laws and contractual obligations.

- Full-time production assistants
- Camera crew working on location daily
- Anyone required to follow set hours on your set
- Anyone using your equipment and performing core duties of production

These roles often require payroll, not Work-for-Hire.

Why This Matters

Misclassification can trigger:

- audits
- insurance denials
- wage claims
- union exposure
- personal liability

Your Work-for-Hire is only as strong as the classification backing it.

PROJECT FILE REQUEST FORM

A Professional Template for Requesting Deliverables Without Conflict

Below is content for your form. (You may format into doc/PDF pages.)

PROJECT FILE REQUEST FORM

Production Title: _____

Contributor Name: _____

Role (Editor/Designer/Composer/etc.): _____

Date: _____

Dear _____,

As we prepare our final delivery for the project titled [*Project Title*], we are organizing all working materials for archival and distribution purposes. Please provide the following materials associated with your work:

Requested Materials:

- All working project files and timelines
- All layered artwork or design files
- All stems, alternates, and master recordings (if applicable)
- Any raw materials necessary to open or reconstruct the project
- LUTs, SFX libraries, presets, and relevant assets
- Documentation of versions or notes

Please deliver files via:

- Dropbox
- Google Drive
- Frame.io
- Other: _____

Thank you for your contribution to the project.

Signed,

(Producer)



Disclaimer: This checklist is provided for educational purposes only and does not constitute legal advice or establish an attorney–client relationship. Every production is unique, and delivery requirements can vary by distributor, territory, or platform. You should consult a qualified entertainment attorney to review your specific distribution agreements and ensure full compliance with applicable laws and contractual obligations.



Disclaimer: This checklist is provided for educational purposes only and does not constitute legal advice or establish an attorney–client relationship. Every production is unique, and delivery requirements can vary by distributor, territory, or platform. You should consult a qualified entertainment attorney to review your specific distribution agreements and ensure full compliance with applicable laws and contractual obligations.

BRIEF: DERIVATIVE WORKS IN FILM & FILMMAKING

How Edits, Graphics, and Music Create New Copyright Automatically

Many filmmakers assume copyright only applies to final exports — but nearly every stage of post-production generates **new copyrighted works**.

What Is a Derivative Work?

A derivative work is any creative output based on or incorporating another work — an edit, animation, remix, arrangement, adaptation, or graphic treatment.

Why It Matters

If your editor or designer creates a derivative work and you don't secure ownership, you may be unable to use that output legally — even if you commissioned it.

Common Derivative Work Examples in Film

- an editor's timeline or cut
- a colorist's LUT-based look
- a poster designer's layered artwork
- motion graphics built on your logo
- music cues evolved from motifs

How to Protect Yourself

Your contract must make these derivative elements part of the “Work” and covered under both Work-for-Hire and Assignment.

MUSIC USAGE EXPLAINER

Understanding Score, Stems, Masters & Synced Tracks

Music is one of the most misunderstood parts of post-production.

Score vs Recording

- The **composition** is one copyright.
 - The **recording** is a second copyright.
- You must own both.

Stems & Alternates

Distributors often require stems for localized mixes, trailers, and international versions. If you don't secure them upfront, you may not be able to create alternate cuts later.

Master Recordings

Owning the composition is not enough — the master recording is what platforms license.

Synced Tracks

Any music placed into picture requires a sync right — even if you created it in-house.

This page of the Toolkit explains each in plain language so producers never confuse these rights again.

CHAIN-OF-TITLE STORAGE GUIDE

Where Every Document Should Live for Future Delivery

A film's chain of title is its legal passport — and it must be stored strategically.

Master Folder Structure

- **1. Corporate Documents**
- **2. Rights/Option Agreements**
- **3. Work-for-Hire Agreements**
- **4. Assignment Letters**
- **5. Loan-Out Inducements**
- **6. Composer Agreements + Cue Sheets**
- **7. Editor & File Delivery Logs**
- **8. Design, VFX & Animation Contracts**
- **9. BTS, Photography & Likeness Releases**
- **10. Licenses (Fonts, Graphics, Plugins)**
- **11. Final Delivery Materials**

This structure mirrors what distributors expect during QC.