



**WORK MADE FOR HIRE AGREEMENT REGARDING CONTRIBUTIONS
OF COMMITTEE MEMBER TO HAR STANDARD FORMS COLLECTION**

Whereas the Hawai'i Association of REALTORS® ("HAR") maintains a volunteer standing committee known as the HAR Standard Forms Committee ("Committee") whose responsibility it is to prepare and update standard forms to be used by HAR members in real estate transactions in Hawai'i;

Whereas the below named member ("Member") of the Committee intends that the Member's individual contributions to HAR standard forms will inure to the benefit of and be owned by HAR;

Whereas the Member and HAR agree that HAR standard forms are comprised of individual standard forms each of which constitute a separate and individual work and which together form a collection of standard forms;

Now therefore, the parties agree as follow:

(a) Member named below and HAR agree that the Member's contribution to the work of the Committee and to HAR standard forms shall be deemed "works made for hire", and that Member's individual contribution to the HAR standard forms, and all rights therein, including, without limitation, all copyrights, belong to and shall be the sole and exclusive property of HAR and that HAR, and not the Member, shall be deemed the author of the resulting standard forms and standard forms collection.

(b) If for any reason the Member's individual contribution to the work of the Committee, or any part thereof, would not be considered a work made for hire under applicable law, Member does hereby sell, assign, and transfer to HAR, its successors and assigns, the Member's entire right, title and interest in and to the copyright in the Member's contribution and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the contribution, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

Exhibit C
SFC Meeting (Feb. 3, 2022)

(c) Member agrees to execute all papers and to perform such other proper acts as HAR may deem necessary, at HAR's cost and expense, to secure for HAR or its designee the rights herein acknowledged and/or assigned.

(d) Member represents and warrants to HAR that, to the best of Member's knowledge, Member's individual contribution to the work of the Committee is original, that Member has not previously conveyed any right or interest in Member's individual contribution to any third party, and that the contributions do not contain any libelous or defamatory material and do not invade the privacy or infringe upon publicity rights held by any third party.

The rights and obligations of the Member and HAR shall be binding upon and inure to the benefit of the Member and HAR and their representative heirs, personal representatives, successors and assigns.

This agreement shall be construed in accordance with the laws of the Hawai'i and the United States of America.

IN WITNESS HEREOF, HAR and the Committee Member named below have executed this agreement on the dates set forth below.

Effective: February 3, 2022

Hawaii Association of REALTORS®

By: _____

Name: Nancy Donahue-Jones

Title: Executive Director

Committee Member

Signature: _____

Name: _____