

[LOGO HEADER]

[PUBLICATION ADDRESS]

FREELANCE CONTRACTOR AGREEMENT

Agreement. This Freelance Contractor Agreement (the “Agreement”) is made effective as of the _____ day of _____, 20__ (“Effective Date”) by and between [PUBLICATION ENTITY], a Louisiana corporation, with its principal office at [PUBLICATION ADDRESS] (“[PUB NAME]”), and [FREELANCER NAME] residing at [FREELANCER ADDRESS] (the “Freelance Contractor”).

Parties. The Freelance Contractor is engaged in the business of writing articles and other materials on a freelance basis. [PUB NAME] is engaged in the business of [PUB NAME] publication.

Relationship. The Parties intend to create and enter into a contractual relationship, in which Freelance Contractor serves [PUB NAME] in the capacity of a freelance contractor. [PUB NAME] desires to obtain the services of the Freelance Contractor, and the Freelance Contractor desires to provide services to [PUB NAME] and its clients, and [PUB NAME] shall pay the Freelance Contractor for said services in accordance with the terms, conditions and covenants set forth in this Agreement, which shall govern the relationship between the Parties. The Freelance Contractor shall be an independent contractor providing services to [PUB NAME]. Under no circumstance shall any terms of this agreement make the Freelance Contractor an employee of, a partner to, or a joint-venturer with [PUB NAME].

Term. This Agreement will begin on the date set forth in Exhibit A herein and shall continue until terminated as provided by either party. If either party violates a term of this Agreement, then the other party (the "Non-breaching Party") may terminate this Agreement, effective immediately upon delivery of written notice of termination by the Non-breaching Party. Notwithstanding the foregoing, either party may terminate this Agreement at any time for any or no reason, effective upon _____ days written notice.

Services. [PUB NAME] shall provide assignments or topics on which written stories and photographs may be submitted. The Freelance Contractor shall submit, on his or her sole initiative, written articles, including any photographs, to [PUB NAME] (the "Articles"). The manner and method of producing these Articles shall be solely at the discretion of Freelance Contractor and [PUB NAME] shall have no control over the Freelance Contractor’s manner or method of performance under this Agreement. The Freelance Contractor will submit Articles in accordance with the schedule of copy deadlines as set forth by the [PUB NAME].

Representations and Warranties. The Freelance Contractor represents and warrants that any Articles submitted to [PUB NAME] are the Freelance Contractor’s original works, and that no third party possesses any contractual, intellectual property, or other claims against the authorship or publication of any Articles by [PUB NAME]. The Freelance Contractor warrants that the Article is accurate; that the Article has not been obtained by unlawful means; and that the Article has not been previously published in any manner or medium, specifically including, but not limited to, print or electronic means. The Freelance Contractor specifically warrants that the publication of any Articles by [PUB NAME] will not violate any copyright or trademark rights of any third parties. The Freelance Contractor hereby indemnifies and holds [PUB NAME] harmless for any causes of action that may arise out of the violations of the representations and warranties the Freelance Contractor has provided in this Agreement.

Compensation. [PUB NAME] shall pay the Freelance Contractor a certain sum of money per Article and/or per photograph published by [PUB NAME], as further set forth in Exhibit A herein. Under no circumstances shall the Freelance Contractor be paid on an hourly, daily, or other basis that is a function of time. The Freelance Contractor acknowledges and agrees that [PUB NAME] will only pay Freelance Contractor for Articles that are published, and [PUB NAME] has the sole and exclusive authority to determine whether or not to publish any and all Articles and/or photographs submitted by the Freelance Contractor.

Taxes. As an independent contractor as defined by the Internal Revenue Service, the Freelance Contractor shall be responsible for the reporting, depositing and paying any and all federal, state, and local taxes that he or she owes, including but not limited to income taxes, FICA taxes, and unemployment taxes incidental to the performance of, or payment under this Agreement. [PUB NAME] shall neither withhold nor report any taxes on behalf of the Freelance Contractor. The Freelance Contractor shall provide [PUB NAME] an accurate and signed W-9 form and shall provide [PUB NAME] with an updated address during the term of this Agreement and for one year after the termination of this Agreement, for the purposes of receiving a 1099 statement from [PUB NAME] as required.

Assignment and Ownership of Intellectual Property. The Freelance Contractor hereby understands and agrees that all Articles submitted to, and published by, [PUB NAME] under this Agreement shall be considered works for hire as defined by 17 U.S.C. § 101, and further, to the extent any intellectual property right does not pass pursuant to a work for hire, the Freelance Contractor hereby assigns to [PUB NAME] all rights to publish any Articles, and all previously submitted Articles of the Freelance Contractor, in any tangible medium of expression, now known or later developed, from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, including without limitation the rights to archive, republish, edit, repackage or revise any Articles in any manner as [PUB NAME] sees fit. The rights conferred upon [PUB NAME] by this agreement shall be exclusive to [PUB NAME].

Standards. The Freelance Contractor shall perform his or her duties and responsibilities under this Agreement in accordance with such reasonable and prudent industry standards as applicable to the news reporting and publishing industry, and as may be established from time to time by [PUB NAME].

Non-Disparagement, Nondisclosure, and Non-Solicitation. The Freelance Contractor shall not, during the Term of this Agreement, disparage [PUB NAME] and its clients or its employees (or any affiliate) in any way that materially and adversely affects the goodwill, reputation or business relationships of [PUB NAME] and its clients or the affiliate with the public generally, or with any of its customers, vendors or employees. Notwithstanding the foregoing, this Section shall not prohibit either Party from rebutting claims or statements made by any other person.

Further, the Freelance Contractor shall keep confidential and hereby agrees to keep confidential any of [PUB NAME]'s Confidential Information, which shall be defined as all proprietary information owned by [PUB NAME] and not generally known to the public or in the relevant trade or industry, that is communicated orally, written, printed, electronically or any other form or medium, or which was learned, discovered, developed, conceived, originated, or prepared by [PUB NAME] in the scope and course of its relationship with the Freelance

Contractor, relating directly or indirectly to business processes, technical data, trade secrets, know-how, advice, consultations, proprietary information, client lists, client instructions, assets, business operations, specifications, designs, plans, drawings, hardware, software, data, prototypes or other business and technical information belonging to [PUB NAME], operational methods, economic and business analyses, models, strategies, and projections, promotion methods, trade show information and contacts, and other proprietary information relating to the business of [PUB NAME] and any and all other concepts, as such Confidential Information pertains personally to principals or other information that has independent economic value to [PUB NAME].

Further, during the Term of this Agreement, the Freelance Contractor agrees not to solicit any employee of [PUB NAME] with other employment opportunities.

Entire Agreement. This Agreement and its Exhibit A constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties with respect to any related subject matter.

Assignments. No party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party hereto, provided that the Freelance Contractor agrees that [PUB NAME] may assign its rights under this Agreement without the consent of the Freelance Contractor in the event that [PUB NAME] effects a reorganization, consolidation and/or merger with any other corporation, partnership, organization or other entity, or a transfer of all or substantially all of its properties or assets to any other corporation, partnership, organization or other entity. This Agreement shall be binding on any successor corporation, partnership, organization or other entity.

Amendments or Additions. No amendments or additions to this Agreement or its Exhibit A shall be binding unless in writing and signed by all parties hereto.

Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement or the waiver by any party of any breach of this Agreement shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

Section Headings. The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

Governing Law. The parties hereby agree that this Agreement shall be construed in accordance with the laws of the State of Louisiana, without regard to the conflict of law provisions contained therein, and that the Courts of the Parish of East Baton Rouge in the State of Louisiana shall have exclusive jurisdiction over any and all claims arising hereunder, unless otherwise determined by [PUB NAME].

IN WITNESS WHEREOF, this Agreement has been executed as a sealed instrument by [PUB NAME], by its duly authorized officer, and by the Freelance Contractor.

[PUB NAME]

FREELANCE CONTRACTOR

By _____, Director

Date:

Signature

Date: _____.

EXHIBIT A

Name of Freelance Contractor: _____

Term of Agreement: _____

Payment Terms:
(per article, per photograph, etc.) _____

Types of Articles: _____

Additional Terms: _____

[PUB NAME]

FREELANCE CONTRACTOR

By _____, Director

Date:

Signature

Date: _____.