

SAMPLE FREELANCE WRITER AGREEMENT

This agreement (the "Agreement") is entered into by _____ ("Writer"), and _____ ("Newspaper").

In consideration of the mutual covenants made herein, the parties agree as follows:

Parties. Writer is engaged in the business of writing articles and other materials on a freelance basis. Newspaper is engaged in the business of newspaper publication.

Relationship. The parties expressly agree and acknowledge that the relationship created by this Agreement is one of Independent Contractor. Newspaper is not the employer of Writer, and Writer is not, and will not be treated as, an employee of Newspaper for federal tax purposes, or any other purposes.

Contract Period. This agreement will begin on the date set forth below 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 thirty (30) days written notice.

Services to be Provided by Writer. Writer agrees to submit, on his or her sole initiative, written articles to the Newspaper on the following subjects, _____ (the "Articles"). The manner and method of producing these Articles is solely at the discretion of Writer; Newspaper has no right of control over Writer=s manner or method of performance under this Agreement. Writer will submit Articles in accordance with the schedule of copy deadlines being used by the Newspaper.

Representations and Warranties of Writer. By submitting an Article to Newspaper, Writer represents and warrants that the Article is Writer=s original work, that the Article is not owned by any third party, that the Article is accurate, that the Article has not been obtained by unlawful means, that the Article has not been previously published in any manner or medium, specifically including, but not limited to, print or electronic means, and that publication of the article by Newspaper will not violate any copyright or other intellectual property right of any third party.

Compensation. Newspaper agrees to pay Writer \$_____ per Article published by Newspaper. Under no circumstances will Writer be paid on an hourly, daily or other basis that is a function of time. Writer acknowledges and agrees that Newspaper will only pay writer for Articles that are published and Newspaper has the sole and exclusive authority to determine whether or not to publish any and all Articles submitted by Writer. Newspaper agrees to pay Writer \$_____ per photograph published in conjunction with an Article;

however, Writer understands and agrees that Newspaper may publish, at its sole discretion, any number of photographs less than or equal to those submitted by Writer with the Article.

Taxes. As an Independent Contractor, Writer shall be responsible for the reporting, deposit and payment of any and all federal, state, and local taxes, including but not limited to income taxes, FICA taxes, and unemployment taxes incidental to the performance of, or payment under this Agreement.

Assignment and Ownership of Intellectual Property. Writer hereby understands and agrees that all Articles submitted to, and published by, Newspaper under this Agreement shall be considered works for hire, and further, to the extent any intellectual property right does not pass pursuant to a work for hire, Writer hereby assigns to Newspaper all rights to publish the Article, and all previously submitted articles of Writer, 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 Article in any manner as Newspaper sees fit. The rights conferred upon Newspaper by this agreement shall be exclusive to Newspaper for a period of _____ after the first date Newspaper initially publishes the Article.

This Agreement is entered into on this _____ day of _____, 200____.

Writer:

Name _____

Signature _____

Newspaper:

Name/Title _____

Signature _____