

FREELANCE WRITER AGREEMENT

This Agreement is made on this day _____, 20___, between Writer and [Publisher].

1. **Basic fee.** Upon acceptance and publication of an article, [Publisher] will pay Writer a royalty fee, as agreed to and set out herein.
2. **Payment:** Subject to Writer's compliance with this Agreement, [Publisher] agrees to pay Writer \$___ per article, to be paid by PayPal. **Payment due.** Payment to Writer shall be due within 10 days, after publication of a submitted article. Late payments are subject to a late fee of \$___ per month. **Invoicing:** Writer shall not be required to submit an invoice for any payment due. An invoice may be submitted by email to Publisher or Editor.
3. **Kill fee.** If submitted article is ultimately not accepted for publication, Writer will not be paid a "kill fee".
4. **Deadline.** If an article is submitted late, after the mutually agreed upon deadline, [Publisher] has the right to refuse that article.
5. **Delivery.** Writer shall provide an electronic copy of each article to [Publisher] in the format reasonably requested by [Publisher] on, or before, the deadline date for each article, which shall be agreed upon by the parties.
6. **Editing and Preparation for Publication.** If requested, Writer agrees to provide [Publisher] with sources and research materials used in preparing the article, including notes, transcripts and recordings. [Publisher] has the right to alter the spelling, grammar usage and style of any Article to conform to [Publisher's] editorial standards. [Publisher] shall obtain Writer's approval of any material editorial changes to any article, and such approval shall not be unreasonably withheld.
7. **Grant of License.** (a) In exchange for payment, and one or more web links on Publisher's website to Writer's website or blog for each article, Writer grants [Publisher] a perpetual, worldwide license to reproduce, distribute, publicly display the article (i) on any Web site owned, controlled, syndicated, published or co-published by [Publisher] ("Site"), (ii) [Publisher] presentations regarding the Site and (iii) in written and electronic supplemental material designed to promote or market the Site. Included in the display rights outlined above is the right to electronically archive the article for retrieval by users of the [Publisher] Site in perpetuity. The rights in each article are non-exclusive. Writer agrees not to offer the same article to any competitor of [Publisher], unless otherwise negotiated.

(b) **Writer's Re-use.** Writer reserves the right to publish a similar, shorter or longer version of a submitted article on Writer's website, or Writer's other publication, alone or as part of a larger work. Where applicable, credit shall be given, such as "This article first appeared in [Publication], a Web site located at www.xxx.com."
8. **Publisher's Re-use.** Writer grants [Publisher] a perpetual non-exclusive right to license or syndicate the use of Writer's article(s) to any other medium or market, now existing or hereafter developed. Should [Publisher] receive a fee for such license, Writer shall receive a royalty fee of 25 percent (25%) of the applicable pro rata net proceeds from said fee.
9. **Warranty.** Writer warrants (a) that Writer is the author of the article; (b) that the article has not been previously published elsewhere (unless otherwise agreed); (c) Writer has used reasonable care to make sure all facts and statements in the article are true; (d) that the article is not defamatory, and does not infringe the copyrights, trademarks or other rights of another person; (e) discloses no information given to Writer in confidence; (f) contains nothing unlawful; and (g) all statements in the article asserted as facts are either true or are based upon reasonable research for accuracy.
10. **Indemnification.** In the event of any claim, action or proceeding based upon an alleged violation of any of the warranties contained herein, (a) [Publisher] shall have the right to defend and settle the same through counsel of their own choosing, and (b) Writer shall indemnify and hold harmless [Publisher] against any damages sustained and reasonable expenses incurred. If any such claim, action or proceeding is instituted, [Publisher] shall promptly notify Writer, and Writer shall cooperate in the defense thereof. These warranties and indemnities shall survive the termination of this agreement.
11. **Termination.** Either party may terminate this Agreement at any time by giving the other party a written 30-day notice. The terms and conditions of Sections 7, 8, 9, 10, 12 and 15 shall survive any termination of this Agreement.
12. **Governing Law and Dispute Resolution.** This agreement shall be governed in all respects and in accordance with the laws of the United States and the State of Colorado, without respect to conflict or choice of law rules. All disputes between the parties, if not settled between the parties within 90 days, shall then be settled by mediation in Colorado, with both parties sharing the cost of mediation equally.
13. **Taxpayer Identification Number.** Writer certifies that the Taxpayer Identification Number (or Social Security Number) entered below is correct.
14. **Scope of Work:**
 - (a) **Deadline:** Writer agrees to submit articles before a deadline specified in writing by Publisher or Editor.
 - (b) **Frequency:** Writer agrees to submit articles [] monthly, or [] as specified by Publisher or Editor.
 - (c) **Format:** Writer agrees to submit articles in Microsoft Word .doc or .docx format by email to Publisher or Editor.
 - (d) **Article Length:** Writer agrees to submit articles with a minimum of 200 words in length.

(e) Editorial Guidelines: Writer agrees to adhere to any Editorial Guidelines provided in writing by Publisher or Editor. Writer agrees to indemnify [Publisher] against any third-party claims arising from any breach of the Editorial Guidelines.

(f) Attribution: Writer agrees to properly attribute any links or content included in articles, in accordance with Editorial Guidelines.

(g) Comment Monitoring: Writer agrees to monitor any comments to published articles on Publisher's website, and respond appropriately, for no additional fee, unless otherwise negotiated

(h) Links to Publisher's Website: Writer is encouraged to link to published articles on [Publisher's] website from Writer's website or blog, to invite readers to post their thoughts, reactions, and responses.

15. **Content Ownership:** Writer retains the copyright to all content submitted to [Publisher].

16. **No Employment with [Publisher]:** Writer agrees that Writer is acting as an independent contractor and not as an employee or agent of [Publisher] and that Writer has no authority to bind [Publisher] to any obligations. Writer shall be solely responsible for all federal, state and local taxes in connection with payments received from [Publisher].

17. **Other Conditions:** This Agreement contains the entire understanding between the parties and supersedes any previous oral or written agreements. This Agreement shall be governed by the laws of Colorado. This Agreement may only be altered by mutual agreement and written consent from both parties. An electronic version of this Agreement shall have the same force and effect as a paper document. An electronic signature of either party shall have the same force and effect as a written signature.

18. **Assignment:** This Agreement shall inure to the benefit of the initial parties, and their successors and assigns. This Agreement (and all rights contained and contemplated within it) may be assigned by either party.

19. **Execution:** written signatures not required.
Accepted and agreed to by:

Editor:

Publisher:

rev 2016-12-15

Writer:

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