

Internet Marketing Concepts
Publisher of

“An Interactive Internet News & Lifestyle Magazine”
FREELANCE PUBLICATION AGREEMENT

This agreement is between _____ (“the Writer”)

And **Internet Marketing Concepts, Great Falls, Montana** (“the Publisher/Client”)

DESCRIPTION OF ASSIGNMENT: _____

WORKING TITLE: _____

BYLINE TO READ: _____

SOURCE OF IDEA (“Writer” or “Editor”): _____

APPROXIMATE LENGTH OF ARTICLE: _____

FEATURE STORY REQUIREMENTS: An arresting headline, with sub head; publishers standard two-column feature story, with suggested photos – that continues on-line. Print part of story should have an arresting break where the “rest of the story” is carried on-line. An accompanying column – Web Guide – will also be submitted that provides follow-up references and body for the feature story – causing the reader to interact with the story. These references/links shall be suggested for editor approval and contacted for payment by web site owner for marketing fees if required by publisher.

PREFERRED STYLE: AP style

DEADLINE: _____

TENTATIVE PUBLICATION DATE: _____

PRINT RIGHTS LICENSED (check): One-time First North American Serial Rights English Language

FEE FOR PRINT RIGHTS LICENSED: \$.25 per published word or flat rate of \$ _____.

WEBSITE RIGHTS LICENSED: The right to publish the work in the original language on the following website:

Name: www.shopmystate.com URL: www.shopmystate.com/restofstory

Such right is (check one): exclusive: _____ non-exclusive:

And is granted for a period of (check one): 24-hr day of publication: _____

7 days: _____ 15 days: _____ 30 days: _____

1 year: 6 months: _____ 3 months: _____

After which such right (check one):

becomes non-exclusive: reverts to the Writer: _____

FEE FOR WEBSITE RIGHTS LICENSED: \$ Included in Fee For Print Rights License

GENERAL EXPENSES: The Writer agrees to absorb expenses incurred in fulfilling this agreement. Such expenses shall include photocopying, fax, long- distance telephone calls, internet charges, couriers, and

_____.

TRAVEL EXPENSES: The Publication agrees to reimburse the Writer for travel expenses to a maximum amount of **NONE**. Travel expenses will include:

_____.

The Writer agrees to write, and the Publication agrees to publish, a manuscript in accordance with the following *Terms of Agreement*. This agreement includes any attached materials initialed by both parties. The fee specified in this agreement does not include applicable national or state sales taxes.

TERMS OF AGREEMENT

PART I: THE WRITER'S OBLIGATIONS

1. TRUTHFULNESS AND ACCURACY

- 1.1 The Writer will not deliberately write a dishonest, plagiarized or inaccurate statement into the manuscript. The Writer shall reveal any conflict of interest or possible conflict of interest to a representative of the Publication, hereinafter called Editor, upon receiving the assignment.

2. SOURCES

- 2.1 The Writer will be prepared to support all statements in the manuscript and to assist the checker in verifying statements of fact.
- 2.2 In stories involving trials, public hearings or other controversial disputes, the Writer will try to check all sources against a transcript of the proceedings, if one is available.

3. LIBEL

- 3.1 The Writer shall alert the Editor to special circumstances regarding a story that could present legal risks to the Publication. In the case of a libel action, the Writer shall support the Publication morally and by appearing for the defense, if requested.

4. DEADLINES

- 4.1 The Writer shall deliver a clean, typed or word-processed manuscript on or before the agreed deadline. If the Writer cannot meet the deadline, the Writer shall give the Editor reasonable notice in advance of the agreed deadline. The Writer may not set a new deadline without the Editor's permission.
- 4.2 If the Writer fails to complete the assignment on deadline without the Editor's agreement to an extension, the Editor has the right to terminate this agreement and owe the Writer no further payment.
- 4.21 If the article proposal originated with the Editor, the Publication has the right to pay a kill fee in accordance with Section 15, and receive a copy of any draft manuscript and copies of any research material the Writer obtained. However, payment of the kill fee does not give the Publication the right to publish the manuscript.

5. REVISIONS

- 5.1 The Writer and Editor will discuss the content, style, revisions, focus and point of view to be used in the manuscript. The Writer will then use his or her best efforts to write the manuscript within the agreed parameters and will obtain the permission of the Editor before departing from any of them.
- 5.2 If the manuscript, as submitted, fails to fall within the agreed parameters, the Editor may require the Writer to revise the manuscript. The Writer and Editor will agree on the suitable time for making these revisions.

6. UPDATING

- 6.1 If delays in publication or changes in the circumstances surrounding a subject make extensive updating or a manuscript necessary, the Writer will update the manuscript, for a fee to be negotiated, if his or her other commitments permit.
- 6.2 If unable to update the manuscript, the Writer retains his or her rights under Section 12.

7. EDITORIAL CHANGES

- 7.1 The Writer will be available for discussion and consultation during the editing process.
- 7.2 The Writer will notify the Editor in writing if, after reading the final edited version of the manuscript, he or she wishes to withdraw his or her name from the manuscript before its publication.

8. EXPENSES

- 8.1 The Writer will not incur any extraordinary expenses without prior agreement of the Editor.
- 8.2 Within 60 days of acceptance of the final manuscript, the Writer shall claim reimbursement for expenses and/or account for any expenses paid in advance, and the Publication shall make such pre-arranged reimbursement within 10 days of the receipt of such claim.

PART II: THE PUBLICATION'S OBLIGATIONS**9. SOURCES**

9.1 The publication will respect any promises of confidentiality the Writer has made in the course of obtaining information.

10. LIBEL

10.1 Where advisable, the Publication will hire a lawyer to review the manuscript for libel implications.

10.2 In the case of a libel action, the Publication will morally support the Writer. If the Writer requests it, the Publication may, but is not obligated to, pay the costs of the Writer's defense. Where possible, the Publication may provide the Writer with a separate lawyer.

11. REVISIONS

11.1 In requesting revisions to a manuscript, the Editor will give reasonable, detailed instructions as to the nature and extent of the required changes.

11.2 If the Editor requests revisions that involve significant departure from the previously agreed upon approach or treatment, the Writer may refuse to revise the manuscript and may be entitled to full payment. If the Writer agrees to do the revisions, he or she will be paid for the time spent rewriting at a rate to be negotiated.

11.3 "Significant departures" include: (a) new research; (b) change of opinion or point of view.

12. UPDATING

12.1 If the manuscript requires extensive updating for the reasons mentioned in Section 6, the Editor will offer the Writer first opportunity to do the updating.

12.2 The Publication will pay the Writer for updating at a rate to be negotiated.

12.3 If a person other than the Writer does the updating, the Editor will give the Writer an opportunity to review the changes and to remove his or her name from the published manuscript in accordance with Section 13.

13. EDITORIAL CHANGES

13.1 The Publication reserves the right to edit and rewrite to comply with our style. Author proofs are generally not provided.

13.2 The Editor may give the Writer an opportunity to read the final edited version of the manuscript where time allows in advance of its publication.

13.3 The Publication must withdraw the Writer's name for use in connection with the published version of the manuscript, if the Writer so notifies the Editor in writing.

14. ACCEPTANCE AND PAYMENT

14.1 The Editor will notify the Writer of its acceptance or rejection of the manuscript within 30 days of (a) receipt of the manuscript, or (b) the deadline, whichever is later; otherwise the manuscript shall be considered accepted by the Publication.

14.2 The Publication will pay the agreed fee to the Writer within 30 days of publication of the manuscript and will pay expenses in full within 10 days of receiving the Writer's account of expenses.

14.3 If the manuscript is accepted by the publisher, or another person with apparent authority to do so, and is later deemed unacceptable, the Publication will pay the Writer the agreed fee and expenses in full.

14.4 The Publication buys one-time-rights to your article, which may include both print and electronic versions. This does not require the written exchange of copyright from freelancers to the magazine.

14.5 If under this agreement the Publisher licenses the website rights to a work previously or simultaneously published in either print or electronic format, either by the Publisher, Writer, or a third party, such license shall commence upon the Writer's receipt of the agreed on website fee.

15. KILL FEE

- 15.1 If the Writer delivers a manuscript that fails to meet the requirements of the assignment and if the Publication considers that the manuscript cannot be made acceptable through rewriting, the Editor may terminate the assignment by providing the Writer with written notice and no kill fees shall be due nor payable.
- 15.2 If the Editor requests a rewrite that requires the Writer to express opinions that are not the Writer's own, to include information that, in the opinion of the Writer, will falsify or distort the story, or to write a substantially different manuscript, the Writer may withdraw the manuscript and terminate the assignment. In this case, the Publication will pay the Writer no less than one half of the agreed fee plus his or her expenses to date, in which case all rights to the manuscript shall revert to the Writer.
- 15.3 If, in the course of research or during the writing of a manuscript, the Writer concludes that the information available will not result in a satisfactory story, the Writer will inform the Editor and give reasons to discontinue the assignment. If the Editor agrees, the assignment is terminated. The Publication will not pay a kill fee in this situation.

16. EXPENSES

- 16.1 If no limitation is specified in writing, the Publication will reimburse the Writer for all customary and normal out-of-pocket expenses incurred in completing this assignment.

PART III: COPYRIGHT**17. COPYRIGHT IN PUBLISHED MANUSCRIPTS**

- 17.1 Unless the parties agree otherwise in writing, this agreement licenses the Publication only the rights indicated on the first page of this agreement. The Publication has the right to enter the manuscript into and retrieve the manuscript from a computerized information storage and retrieval system only for the purpose of preparing the manuscript for publication, and may store the article in its database for legal and historical purposes only. The Writer retains the copyright.
- 17.2 All other rights are the Writer's exclusively. These rights include reprint rights, electronic rights, photocopying and other reprography rights, and the right to enter the manuscript into or retrieve it from a computerized information storage and retrieval system for purposes other than publication under the terms of this agreement.
- 17.3 I understand I will not receive compensation for use of any portions of manuscripts/images accepted and paid for by the Publication when used in the promotion of the Publication in other media including print, broadcast or electronic.

18. COPYRIGHT IN UNPUBLISHED MANUSCRIPTS

- 18.1 The Writer owns all rights in a rejected manuscript and may submit the manuscript elsewhere for publication.
- 18.2 If the Editor rejects a manuscript and pays the Writer a kill fee in accordance with section 15, the Publication may not publish the manuscript but may retain a copy only for purposes of documenting the assignment.

19. REVERSION OF RIGHTS

- 19.1 If the Publication accepts a manuscript but does not publish it within 12 months of acceptance, the Writer shall have the option to revert all rights licensed herein without penalty or cost.
- 19.2 If under this agreement the Publisher licenses the website rights to a work previously or simultaneously published in either print or electronic format, either by the Publisher, Writer, or a third party, and does not publish it on its website within 6 months of the signing of this agreement, the Writer shall have the option to revert such rights without penalty.

PART IV: MEDIATION AND ARBITRATION

20. MEDIATION

20.1 When the Writer and Publication disagree over the interpretation of this agreement, they may each appoint one representative who will endeavor to settle the dispute by mediation.

21. ARBITRATION

21.1 When such a dispute cannot be resolved by this means, if both Writer and Publication agree, each may appoint one representative to a three-member arbitration board.

21.2 The third member, who will chair the arbitration board, will be appointed by agreement of the first two members. If the two members cannot agree, the third party will be appointed by the court in accordance with state laws governing arbitration.

21.3 Neither the Writer nor an employee of the Publication may act as representative or sit on the arbitration board.

22. DUTIES AND POWERS OF THE ARBITRATION BOARD

22.1 The arbitration board shall investigate and arbitrate only those disputes that are referred to it by the Writer or Publication.

22.2 The arbitration board shall rule on the dispute by a majority vote. That ruling shall be binding on both the Writer and the Publication and is not subject to appeal.

22.3 If arbitration involves costs, the arbitration board shall rule by majority vote on what percentage of costs will be paid by each party. That ruling shall be binding on both the Writer and the Publication and is not subject to appeal.

23. ACTION AT LAW STILL ALLOWED

23.1 This part does not prevent either the Writer or the Publication from pursuing an action in law subject to the following limitation: both parties agree that once an arbitration board has been established, its ruling shall be binding in all disputes referred to it, and there shall be no appeal by either party.

AGREED AND CONFIRMED:

Printed Name - Signature of Writer

Date

Fed Tax I.D. #

Phone

Address, City

State- Zip

Bob Strong for Internet Marketing Concepts
Great Falls, Montana

Date
800-908-1699