

WORK MADE FOR HIRE AGREEMENT

NEWSPAPER: _____

FREELANCER: _____

DATE: _____, 200 ____ to _____, 200 ____ **(no more than one year)**

The parties agree as follows concerning works submitted to Newspaper by Freelancer for publication.

1. For each article, column, review or photograph (the "Works") which Newspaper accepts, Newspaper will pay Freelancer a negotiated fee based on Newspaper's standard Freelance Fee Schedule in effect at the time. Freelancer agrees that such payment will be full and final compensation for all rights in the Works.
2. The parties agree that any Work prepared by Freelancer is a "work made for hire" under U.S. Copyright laws and, therefore, Newspaper owns all rights in the Work, including the copyright. In the alternative, Freelancer assigns to Newspaper all rights to any Work prepared under this Agreement, including the copyright. Newspaper may, without any notice or additional compensation to Freelancer, publish, republish (or license a third party to do so) or sell the Work in print, on the World Wide Web or in any other electronic or digital format or any other medium or format known now or invented in the future.
3. Freelancer warrants that the Works are original and created solely by Freelancer, and that the Works will not violate any law, regulation or the rights of any third party. Freelancer will indemnify Newspaper from any and all lawsuits or claims (including damages and reasonable attorney's fees) that are caused by or result from Freelancer's Works.
4. Freelancer agrees that he/she is not an employee of Newspaper but a self-employed, independent contractor. Freelancer is not entitled to any of the rights or benefits provided to Newspaper's employees. Freelancer shall be responsible for all costs and expenses of his/her business including transportation, materials and assistants. Freelancer shall determine his/her own work hours and procedures, may provide similar services for other publications, and assumes all responsibility for any liability, loss, damage or injury resulting from Freelancer's efforts under this Agreement. Freelancer is responsible for providing his/her own business and liability insurance. Newspaper will provide Freelancer with an annual Internal Revenue Service Form 1099.
5. Either party may terminate this agreement at anytime. All rights granted, and all indemnifications made, by Freelancer to Newspaper shall survive termination of this Agreement for any reason.
6. The parties state that this Agreement is their entire agreement, replacing any prior agreements between them. This Agreement may not be amended except in writing signed by both parties. Freelancer acknowledges that he/she has read this Agreement and is signing it with an understanding of its provisions. Any successor publisher of Newspaper shall assume Newspaper's rights and obligations under this Agreement.

FREELANCER:

NEWSPAPER:

Signature

Signature

Printed Name

Printed Name

Street Address

Title

City, State, Zip Code

Taxpayer I.D. (or Social Security #)