



AGREEMENT

This agreement (the "Agreement") is entered into by _____
("Freelancer"), and **Richland Times, LLC dba Richland Source** ("Richland").

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

Parties: Freelancer is engaged in the business of writing articles and other materials on a freelance basis. Richland is engaged in the business of internet publication.

Relationship: The parties expressly agree and acknowledge that the relationship created by this Agreement is one of Independent Contractor. Richland is not the employer of Freelancer, and Freelancer is not, and will not be treated as, an employee of Richland 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 written notice to the other party.

Services to be Provided by Freelancer: Freelancer agrees to submit, on his or her sole initiative, written articles, photography, or videos to Richland (the "Content"). The manner and method of producing this Content is solely at the discretion of Freelancer; Richland has no right of control over Freelancer's manner or method of performance under this Agreement. Freelancer will submit Content in accordance with the schedule of deadlines being used by Richland.

Representations and Warranties of Freelancer: By submitting Content to Richland, Freelancer represents and warrants that the Content is Freelancer's original work, that the Content is not owned by any third party, that the Content is accurate, that the Content has not been obtained by unlawful means, that the Content 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 Content by Richland will not violate any copyright or other intellectual property right of any third party.

Compensation: Richland agrees to pay Freelancer according to current published rates per Content published by Richland. Published rates may change periodically at the discretion of Richland. Under no circumstances will Freelancer be paid on an hourly, daily or other basis that is a function of time. Freelancer acknowledges and agrees that Richland will only pay Freelancer for Content that is published and Richland has the sole and exclusive authority to

determine whether or not to publish any and all Content submitted by Freelancer. Richland agrees to pay Freelancer according to current published rates per photograph published in conjunction with other Content; however, Freelancer understands and agrees that Richland may publish, at its sole discretion, any number of photographs, videos, or articles less than or equal to those submitted by Freelancer with the accompanying Content.

Taxes: As an Independent Contractor, Freelancer 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: Freelancer hereby understands and agrees that all Content submitted to, and published by, Richland 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, Freelancer hereby assigns to Richland all rights to publish the Content, and all previously submitted Content of Freelancer, 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 Content in any manner as Richland sees fit. The rights conferred upon Richland by this Agreement shall be exclusive to Richland for a period of three (3) years after the first date Richland initially publishes the Content.

This Agreement is entered into on this _____ day of _____, 20_____.

FREELANCER:

Print:

**RICHLAND TIMES, LLC
dba RICHLAND SOURCE**

by:
its: