



## Freedom Newspapers of Southwestern Arizona, Inc.

2055 Arizona Avenue - Yuma, AZ 85365 (928) 783-3333

The Sun • Bajo El Sol • Super Shopper • Health Connections • Homeshow • Southwest Living • Yuma Business Direct

Date: \_\_\_\_\_

Name of Freelancer (Name of Student): \_\_\_\_\_  
Print Name

Street Address of Freelancer (Name of School): \_\_\_\_\_  
Print

City, State, Zip (Of School): \_\_\_\_\_  
Print

### ***Re: Independent Material Provider Agreement***

This agreement (“Agreement”) documents our recent discussions regarding the terms under which you have agreed to provide the material described below to The Sun. (The aforementioned business, The Sun, shall henceforth be known as the Company in this document.) It also confirms the independent relationship between you and the Company.

**Description of Materials.** For purposes of this Agreement, the term “Material” includes (i) any article, column, photograph, art work, cartoon, graphics, audio, video, tapes, database, interviews, transcripts, design work (including digital design work), news information, and other material or content, regardless of the media in which it is submitted; and (ii) any notes, background materials, or research relating to the foregoing. We have agreed that you will submit to the Company the Material described on the Agreement Schedule attached to this Agreement. In addition, from time to time you may submit other Material to the Company, and the terms of this Agreement will also apply to your submission of that Material, with the exception that you and the Company may agree to different fees and will determine submission deadlines at such time.

**Material Fee.** As full and complete compensation for Material submitted to and accepted by the Company for publication, the Company will pay you the fee set forth on the Agreement Schedule. The fee shall be due and payable upon the first publication of the accepted Material by the Company in one of its print publications or electronic media. Payment will be made within thirty (30) days of such first publication. You will not be entitled to any additional or supplemental fee, compensation, license, royalty or other payments for the Material, even if the Company charges or receives any fee, compensation, license, royalty or other payments from third parties with respect to the use of the Material or the exercise of the Company’s rights under this Agreement.

**Independent Contractor.** You acknowledge and agree that you are an independent contractor and not an employee of the Company. You also acknowledge and agree that you will not receive employee benefits of any type from the Company as a result of providing Material to the Company. In addition, you voluntarily decline and waive any and all rights, if any to receive such benefits. As an independent contractor you will retain the right to control the manner and means by which you produce the Material, including when, where and how you do so, so long as you meet all agreed-upon submission deadlines. You set your own schedule (including how many hours you work), and you are not required to appear at the Company’s offices, or keep records of hours worked. You understand that the Company will not reimburse for any losses or expenses you incur, provided, however, that the Company will reimburse you for the expenses specifically identified on the Agreement Schedule, to the extent, and subject to the conditions, set forth on the Agreement Schedule. You will not hold yourself out as an employee, representative or agent of the Company. As an independent contractor, the Company and you understand that you have the right to provide services and Material to other companies.

**Nature and Use of Material.** You represent and warrant that all Material submitted by you will be original works created solely by you, that you have the exclusive right to grant the Company the rights in the Material granted by this Agreement, and that the Material has not been published or submitted for publication in any form, format or media, elsewhere. You also represent and warrant that the Material does not plagiarize another’s work, infringe any copyright, trademark, trade secret or other proprietary, contractual or personal right of another, (including any right of privacy or publicity), or contain

any defamatory, libelous or otherwise unlawful material. In addition, if you submit Material containing recipes, formulas, or instructions you agree that the use of such recipes, formulas or instructions will not be injurious to a user of the recipes, formulas, or instructions. You will also ensure that the Material contain facts and statements that are true and accurate.

**Grant of Rights in Material.** Upon acceptance of the Material for publication you hereby grant, convey and assign to the Company, and the Company shall own exclusively all of your rights, title and interest in and to all Material, including all copyrights and moral rights. The rights in the Material granted to the Company under this Agreement include the rights to publish, display, syndicate, republish, redisplay, license and sublicense the Material in print or other media, including electronic media (including broadcast, cable, satellite, audio or online) and to include the Material in archival, database, aggregation, search or retrieval services (whether maintained by the Company or third parties). The foregoing rights in the Material may also be exercised by any entity affiliated with the Company. Material may be used with or without your credit or by-line, and the Company has the right, but not the obligation, to use your name, by-line, photograph, likeness or biographical material in connection with the use, publication or republication of the Materials. The Company also has the right to edit and prepare derivative works of the Material. You will cooperate with and give the Company such assistance required to perfect the rights granted to the Company, and upon request will execute all documents necessary to evidence or perfect such rights. The Company shall have the sole discretion to select for publication or reject any Material submitted by you to the Company for publication. If the Company rejects any submitted Material and so notifies you in writing, all rights in the Material granted to the Company under this Agreement will revert to you as of the date of the Company's notification.

**Indemnification.** You agree to indemnify, defend and hold the Company harmless from all costs, expenses (including reasonable attorneys fees) damages, liabilities and claims arising out of or relating to any representations or warranties made by you in this Agreement or rights in the Material granted to the Company.

**General Terms.** This Agreement will be interpreted under and governed by the laws of the State of Arizona. This Agreement contains the complete and exclusive statement of the agreement between you and the Company and supersedes any prior or concurrent written or oral agreements or representations with regard to its subject matter. This Agreement can only be amended by a writing signed by both parties. Neither this Agreement nor any of the rights, duties or obligations of the parties hereunder may be assigned or delegated by any party without the prior written consent of the other party; provided, however, that the Company may assign, transfer, license or sublicense its rights hereunder, in whole or in part, to any third party.

If the foregoing meets with your approval, please execute the enclosed counterpart of this letter and return it to the undersigned.

Name of Contracting Entity: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Karen Phillips, NIE Manager

The foregoing Agreement is hereby accepted and approved.

Name of Independent Material Provider: \_\_\_\_\_  
(Print Name of Student)

\_\_\_\_\_  
(Signature of Student)

\_\_\_\_\_  
(Printed Name of Student)

Note: If independent Material Provider is a minor, this agreement must also be signed by minor's parent or guardian:

\_\_\_\_\_  
(Signature of Student)

\_\_\_\_\_  
(Printed Name of Student)

**Agreement Schedule  
To  
Independent Material Provider Agreement**

Dated \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Name of Independent Material Provider)

Independent Material Provider Information: \_\_\_\_\_  
(Address of School)

\_\_\_\_\_  
(Telephone Number of School)

\_\_\_\_\_  
(Fax Number of School)

Material Fee: \_\_\_\_\_  
(Describe Amount and Payment of Fee)

Description of Material To Be Provided: \_\_\_\_\_

Deadline or Submission Date(s): \_\_\_\_\_

(Specifically identify any  
expenses to be reimbursed;  
any limits on expenses; is  
written preapproval required  
before incurring expenses)

\_\_\_\_\_  
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