

FREELANCE WRITER CONTRACTUAL AGREEMENT

Parties and Assignment. This agreement ("Agreement") is made, entered and mutually executed as of the

_____ day of, _____ 20_____ (the "Effective Date") by and between (hereafter referred to as "Client"),

_____ and by Dr. Edward J. Maritz, Jr. (hereafter referred to as "Writer").

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

Relationship. The parties expressly agree and acknowledge that the relationship created by this Agreement is one of an independent contractor (Writer) and party commissioning particular written works for hire (Client). Client is not the employer of Writer, and Writer is not, and will not be treated as, an employee of Client for federal tax purposes, employee benefits purposes, or any other purposes.

Services to be Provided by Writer. Writer agrees to submit written product (hereafter referred to as "Product") to Client on topic(s) specified by Client. Writer will submit Product in accordance with any deadlines mutually agreed upon by both Client and Writer and in an agreed upon manner satisfactory to Client.

Client Change Requests of Writer's Product and Mission (Scope) Creep Limitations. Writer agrees that Client may direct any revisions to the draft/finished Product(s) prepared by Writer, which Client in its sole discretion may consider necessary. The quoted and agreed upon price at the beginning of this contract is based on the time investment Writer estimated is needed to accomplish everything client wanted to achieve with product, including reasonable revisions of same product. Writer is flexible with clients; however, writer's primary asset is time and management of same. **If client later wants to add anything new to an existing product, or request additional research for a project, there will be additional fees for add-on work for services performed outside the boundaries of the original project.** Any such add-on work would be quoted and details delineated and add-on fees require full payment in advance for any add-on work outside of the originally agreed upon product.

Representations and Warranties of Writer. For each and every product writer submits to client, writer represents and warrants that he or she is the sole author of the product and the product: (a) is writer's original work; (b) is not already published in the public domain; (c) is not owned in whole or in part by any third party; (d) is accurate and truthful to the best of writer's knowledge; and (e) has not been previously published. Any relied upon sources used in product will be properly cited by writer.

Compensation. Client agrees to pay Writer \$_____ per _____ (product/hour). If the parameters of the Work changes, or if it involves much more time than originally estimated, Writer will inform client and they can renegotiate the rate. Writer will invoice client upon completion of product(s). **Payment shall be completed by client to writer upon receipt of invoice and client will pay [\$X,XXX] to writer via PayPal, or other electronic payment processor as mutually agreed to by both parties**

Late Fees: There will be a 5% compounding late fee for invoices not paid in full within 30 days of invoice date. In the event of an overdue invoice, writer will halt all pending content production until payment is received. Writer may also retain and engage debt collection and/or legal services in the event any invoice is more than sixty (60) days past due.

Taxes. As an Independent Contractor, writer 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.

Contract Period and Termination. This agreement will begin on the date set forth above and shall continue until terminated in writing via email by either party. Either party may terminate this Agreement at any time for any or no reason, effective upon electronic delivery and acknowledged receipt of said written notice.

Confidentiality: Writer acknowledges that he/she may be furnished or may otherwise receive or have access to information which relates to the client’s past, present or future products, customers, creative works, marketing strategies, pending projects and proposals, and other proprietary information which gives the client an opportunity to acquire an advantage over its competitors who do not know or use it (i.e. "Proprietary Information"). Writer agrees to preserve and protect the confidentiality of any and all Proprietary Information. In addition, writer shall not disclose or disseminate any proprietary information to any third party at any time now or in the future.

Assignment and Ownership of Intellectual Property. Writer expressly acknowledges that the product(s) contributed by writer, and writer’s services hereunder, are being specially ordered and commissioned by client. The parties acknowledge that any article(s) contributed by writer hereunder shall be considered "works made for hire" under U.S. copyright law (17 U.S.C. § 101). Client shall be the sole and exclusive owner of all rights and title in and to the results and proceeds of writer’s contributions hereunder, at whatever stage of completion. Client shall have the right to copyright the article(s) in its own name as author and proprietor thereof, to publish the article, in any tangible medium of expression, now known or later developed, including without limitation the rights to archive, republish, edit, repackage or revise any article in any manner as client sees fit.

Legal / Indemnity. Upon receipt and acceptance of work submitted to client by writer, client relinquishes writer of any and all liabilities, damages, claims, costs, expenses, or losses associated with client’s use of said work. Writer provides the work as-is and client’s acceptance of such work constitutes transfer of associated liabilities, etc. with the work. Writer guarantees that the work is written with the best of intentions, is free of plagiarism or any uncited sources, is as accurate as reasonably possible, and includes no slander or libel. Client’s acceptance of submitted work represents client’s agreement that the work is legally suitable for publishing and distribution. Writer is not responsible for any changes or edits made to the piece after work is submitted and accepted by client. Client acknowledges, via acceptance of this contract, and affirmed through payment, that writer is not liable to client or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, which may arise from writers delivered product.

Governing Law and Dispute Resolution: This contract and any dispute arising hereunder shall be governed by the laws of the jurisdiction of writer’s primary business location (the “Writer’s Jurisdiction”), without regard to the conflicts of law provisions thereof. For all purposes of this contract, both parties consent to exclusive jurisdiction and venue in the courts located in the Writer’s Jurisdiction in the Commonwealth of Pennsylvania.

The failure of either party to enforce its rights under this contract at any time for any period shall not be construed as a waiver of such rights.

Client agrees to terms & policies specified above:

Accepted by the Independent Contractor:

Signature: _____

Signed: _____

PRINT Name: _____

By: _____

Date: _____

Date: _____