

# OutdoorWire, Inc.

A Multimedia Publication Covering Outdoor Recreation

<http://www.OutdoorWire.com>

## **OutdoorWire Freelance Copyright & License Agreement** ***A GENERAL CONTRACT FOR DISPLAY AND PUBLISHING RIGHTS***

Thank you for your consideration of the OutdoorWire as a venue for the publishing and display of your material. In order to publish and/or display your material OutdoorWire must secure the legal right to do so.

This Agreement made effective as of \_\_\_\_\_ (hereafter "Effective Date") between the OutdoorWire and \_\_\_\_\_ (hereafter the "Contributor").

The Contributor guarantees to OutdoorWire that the Contributor is the original author or owner of all material submitted, including all text, pictures, video or other media (hereafter the "Material"), and/or owns the necessary copyright to the Material. Contributor agrees to indemnify and hold harmless OutdoorWire in regards to any and all claims or actions resulting from OutdoorWire 's display of the Material including claims of copyright infringement or any other tort.

Unless agreed to in writing at the time of submission, this Agreement shall cover all Material submitted by the Contributor to OutdoorWire for purposes of display and/or publication for a period of 5 years from the Effective Date or until this agreement is terminated in writing.

With this Agreement the Contributor grants OutdoorWire an exclusive license for the commercial display of the Material on the Internet's World Wide Web and a non-exclusive license to use this material in any other form for promotional or advertising purposes for a period of 10 years beginning on the Effective Date. This license does not prohibit the Contributor from displaying and/or publishing the Material in a non-commercial electronic venue (such as personal web pages) or commercially in any other venue including print media such as books or magazines.

This agreement does not grant or imply any sort of staff position or employee relationship between OutdoorWire and the Contributor. The Contributor agrees not to identify himself or herself to any third party as holding a staff position or being an employee of OutdoorWire.

This Agreement contains the entire agreement of the parties concerning the subject of this agreement, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties in regards to the specific items covered by this Agreement.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

This Agreement may only be modified or amended in writing. Any written modifications or amendments to this Agreement must be signed by the party obligated under the modification or amendment.

Neither party may assign or transfer any part of this Agreement without the prior written consent of the non-assigning party, which approval shall not be *unreasonably* withheld.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every provision of this Agreement.

### **Contributor's Signature**

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