



Downtown Los Angeles Weekly Contributing Writers Agreement

Please fill out the information and return to editor@dtlaweekly.com

FULL NAME:	FIRST	LAST
ADDRESS:		
CITY:	STATE:	ZIP:
EMAIL:		
PHONE:		ARE YOU OVER 18?
INSTAGRAM:	FACEBOOK:	TWITTER
WRITING LEVEL - CIRCLE ONE		
BEGINNING	INTERMEDIATE	ADVANCED
SOCIAL MEDIA FOLLOWERS:	UNDER 5000	OVER 5000

CIRCLE ONE

YEARS OF EXPERIENCE	0-5	5-10	10-20
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INTEREST:	Development & Real Estate	Personal Interviews
Arts & Culture	Health & Beauty	Photo/ Video Correspondant
Backstage/Red/Carpet	Live Correspondent	Politics
Business	Movie & Theater	Special Column
Comedic Strip/Commentary	Fashion & Style	Social Justice
Correspondent Interviews	Influencer	Sports

Availability: How did you conduct the majority of your interviews and research?

TELEPHONE:	EMAIL QUESTIONNAIRE	ONSITE CORRESPONDENT
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DTLA WEEKLY CONTRIBUTING WRITER'S AGREEMENT



BACKGROUND:

The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.

The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

_____ **Exclusive Original Written, Photographed or Illustrated Contributions for publishing online and print for DTLA Weekly as a freelance contributing writer.**

The Services will also include any other tasks, which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement: The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.

_____ In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 10 days' written notice to the other Party.

_____ In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages. This Agreement may be terminated at any time by mutual agreement of the Parties.

_____ Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

_____ **Performance:** The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency: Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Name: _____ Date: _____

Signature: _____

DTLA WEEKLY CONTRIBUTING WRITER'S AGREEMENT



Confidentiality

____A. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

____B. The purpose of this Confidentiality Agreement (Section 10) serves to protect the identity and privacy of our staff, participants, volunteers, clients as well as personal and professional correspondence whether oral or written, which includes the sharing of private or in group conversations, pertaining to any and all practices and procedures, original ideas, and/or concepts brought forth by DTLA Weekly without the expressed written permission of DTLA Weekly.

____C. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, verbal or written any confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

Name: _____ Date: _____

Signature: _____

DTLA WEEKLY CONTRIBUTING WRITER'S AGREEMENT



Ownership of Intellectual Property

_____ All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

_____ **The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.**

Return of Property

Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Name: _____ Date: _____

Signature: _____

DTLA WEEKLY CONTRIBUTING WRITER'S AGREEMENT



Capacity/Independent Contractor: In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

_____The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses: editor@dtlaweekly.com

Indemnification

_____Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Name: _____ Date: _____

Signature: _____

DTLA WEEKLY CONTRIBUTING WRITER'S AGREEMENT

Your Grant of Rights.

Each of your Contributions will be original and solely created by you as a "work for hire", commissioned by us, with DTLA Weekly being deemed the sole author of the Contribution and the owner of all rights whether now known or hereafter devised (including all copyrights and all extensions and renewals of copyrights) in and to the Contribution, with the right to make all uses of the Contribution throughout the world and all changes in each Contribution. Without further obligation to you, we may use, reproduce, edit, change, add to, take from, translate, reformat, or reprocess the Contribution in any manner.



If for any reason a Contribution is not deemed to be a work-made-for-hire or considered a volunteer contribution under applicable law, you hereby irrevocably assign to us all rights whether now known hereafter devised (including all copyrights and all extensions and renewals of copyrights) in and to each Contribution throughout the world, including any and all of your rights to authorize or control the exploitation of each Contribution by any media and means now known or hereafter devised.

You waive all "moral rights of authors" that may exist or any similar rights. We may, but are not obligated to, provide attribution to you in connection with any Contribution or to display, use or otherwise exploit any Contribution.

You hereby grant us a royalty-free, perpetual, non-exclusive, worldwide, transferable license to use and display any biographical information or photographs that you provide to us in connection with this Agreement in any and all media. Upon request by us, and at your own cost, you will promptly provide us with such documents and agreements as we may require to further evidence and confirm your representations, warranties, and covenants under this Agreement, including material and location releases and assignments.

B. Additional Grant of Rights in Your Likeness.

Depending on the nature of your Assignment, your Contribution may include or be accompanied by your name, image, biography/resume, words, recorded actions, outtakes, voice/sound print, photograph, picture, video, movie, or another likeness (collectively, your "Likeness").

You agree that DTLA Weekly is the exclusive owner of all copyrights and other rights in and to all Contributions, tangible works, and any results and proceeds arising from the use of any or all of your Likeness in connection with your Contribution. You further agree to give us the royalty-free right to use, incorporate, exhibit, reproduce, distribute, promote, publicize, and otherwise exploit your likeness in any and all media, now known and hereafter devised, throughout the world and in perpetuity in connection with your Contribution.

For the avoidance of doubt, our rights to your likeness are limited to that which you submit to us as part of or in connection with your Contribution (for example, we have rights to video of you that you submit but not a video of you that may exist elsewhere).

Name: _____ Date: _____

Signature: _____

DTLA WEEKLY CONTRIBUTING WRITER'S AGREEMENT



Code of Ethics:

High ethical standards are critical to maintaining the public's trust. Violations may result in disciplinary sanctions by DTLA Weekly. Sanctions will include revocation of the right to use the DTLA Weekly Services, receive payments, or credits. Act with integrity, competence, diligence, and respect in an ethical manner with the public, clients, prospective clients, employers, employees, colleagues, and other participants involved with the DTLA Weekly. Place the integrity of the clients above your own personal interests. Use reasonable care and exercise independent professional judgment when conducting interviews and engaging in other professional activities. Practice and encourage others to practice in a professional and ethical manner that will reflect credit on themselves and the profession.

Indemnity. Contractor agrees to indemnify and defend DTLA Weekly LA, its affiliates, agents, and advertisers from and against any and all third-party claims and liabilities arising out of or related to the Properties, including any content served on the Properties that is not provided by DTLA Weekly, your use of the Services, or your breach of any term of the Agreement.

Representations; Warranties; Disclaimers. You represent and warrant that (i) you have full power and authority to enter into the Agreement; (ii) you are the owner of, or are legally authorized to act on behalf of the owner of, each Intellectual Property; (iii) DTLA Weekly has never previously terminated due to your breach of the Agreement or due to invalid activity; (iv) entering into or performing under the

Agreement will not violate any agreement you have with a third party or any third-party rights; and (v) all of the information provided by you to DTLA Weekly is correct and current.

OTHER THAN AS EXPRESSLY SET OUT IN THE AGREEMENT, WE DO NOT MAKE ANY PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY

COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTION OF THE SERVICES, OR THEIR PROFITABILITY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE EACH SERVICE "AS IS".

Status; No Employment Relationship. You are an independent contractor and are not authorized to make representations or commitments to third parties on behalf of our affiliates or us. This Agreement does not create an employment or agency relationship. Nothing in this Agreement shall render you an employee, worker, agent, or partner of DTLA Weekly and you shall not hold yourself out as such.

Name: _____ Date: _____

Signature: _____

DTLA WEEKLY CONTRIBUTING WRITER'S AGREEMENT



Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

This Agreement will enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California.

Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Name: _____ Date: _____

Signature: _____