

**FADER ISSUE:**

WRITER: Wayne Marshall
 STORIES: Furry Nassau review
 BUDGET: \$ 200
 DATE: 3/10/08

Independent Contractor Form for Writer

AGREEMENT made and entered into by and between **THE FADER, INC.**, 71 West 23rd Street, Suite 903, New York, New York 10010 (hereinafter called "Company") on the one hand and Writer (hereinafter "you" or "Author") on the other hand.

In consideration of the foregoing premises and the terms and conditions set forth below, the parties hereto agree as follows:

1. **Author's Obligations.** Author is being commissioned by Company to write an original article or articles (each an "Article") for THE FADER Magazine. The Article shall be approximately (see above) on the subject of (see above).

2. **Grant of Rights to Company.** Company shall exclusively have the following rights in perpetuity in all languages throughout the Universe:

a. All "Submitted Work(s)" (as defined in paragraph 4 of this agreement) by Author to Company, from the inception of its creation, shall be considered a "work-made-for-hire" as such work is defined in the U.S. Copyright Act of 1976 (Title 17, U.S.C.), as amended. If it is determined that any such Submitted Work does not so qualify, then such Submitted Work, together with all rights therein (including the Copyright), shall be automatically assigned to Company by this agreement, absolutely and forever, for the full term of the copyright (including all extensions and renewals). Without limiting the generality of the preceding sentence, Company and our designees, as the case may be, shall have the [redacted] exclusive unrestricted right to use, distribute, publish, reproduce, exploit for any purpose whatsoever (including, but not limited, to the right to Publish all or parts thereof in order to promote The Fader and Company's other publications and products), in any and all forms of media, whether now known or hereinafter developed, the Article and or the title thereof (including, the right to edit, condense, abridge, title and make derivative Work(s)) as Company sees fit.

b. Company shall have the right to, and may authorize others to, identify and credit the Author as the author of the Article and may use or authorize the use of Author's name and biographical data in connection with the advertising or promotion of Company's business.

c. For the avoidance of doubt, Author will not publish the Submitted Work(s) or use the Submitted Work(s) in any other manner without Company's prior written consent in each instance. **[I reserve the right to self-publish the piece, or publish it elsewhere, after initial publication in THE FADER.]**

3. **Compensation.** In consideration for the creation of the Article and for the rights granted herein, Company shall pay Author the sum of (see above). Company shall solely be responsible to pay Author for the number of words that appear in the Article in its final edited format (i.e., the number of words in the Article as it appears in publication). Company shall pay Author sixty (60) days after the Article is published.

4. **Submission.** Author shall submit the Article to the Company to meet the specifications described herein on the date designated in Paragraph 1 of this agreement. Author shall write an Article to high professional standards as determined by Company in their sole discretion. It will be well researched, factually and technically accurate, and easy to understand. Time is of the essence in delivery, and Company reserves the right to reduce Author's compensation by any reasonable extra costs incurred by Company due to Author's late delivery, including, but not limited to, costs of editing or rewriting the Article. Author agrees to rewrite the Article until acceptance by Company. At the time of submission, Author shall also submit all materials, including but not limited to, tapes and notes, used in connection with the preparation of the Article (the Article and all other materials herein referred to collectively as "Submitted Work(s)"). Author will also cooperate in providing any other information we request regarding the content of the Article. If you submit any artwork or photos with the Submitted Work(s), you will provide written, signed releases from the artist, and where necessary, anyone who is portrayed in the artwork and or photograph.

5. **Format.** The Article shall be submitted to Company in Microsoft Word format: (a) via email, (b) on cd-rom or (c) on a zip drive disk.

6. **Expenses.** Company shall reimburse Author for only those reasonable expenses actually incurred by Author solely in connection with providing the services under this contract, provided such expenses are pre-approved in writing by Company. In order to obtain reimbursement under this paragraph, Author must submit detailed invoices within 30 days of acceptance of the Submitted Work(s).

7. **Representations and Warranties.** Author hereby warrants that:

a. Author is the sole author of the Article (and all materials submitted in connection therewith) and all rights in connection with the Article, and has the full power to enter into this agreement with Company without impairing anyone's rights (including without limitation any copyright) or violating any other agreement, and that nothing contained in the Submitted Work(s) will injure, defame, libel, or invade the privacy of any person or damage any property.

b. If more than one Author signs this agreement or a rider to this agreement, each author individually and all of the Authors jointly shall be liable for its performance and the co-authors shall divide the compensation, as they shall agree. If Author engages any third