

**OutdoorWire Freelance Contributor & Staff Contributor Agreement**  
***A GENERAL CONTRACT FOR SERVICES***

Please read the attached OutdoorWire Freelance Contributor & Staff Contributor Agreement, sign and return to:

**OutdoorWire, Inc.**  
PO Box 1057, Lakeside, CA 92040  
FAX - (619) 390-1705

## **OutdoorWire Freelance Contributor & Staff Contributor**

### **Agreement**

#### **A GENERAL CONTRACT FOR SERVICES**

This Agreement for Services (hereinafter "Agreement") is made effective as of 1 January 2001, by and between The OutdoorWire and \_\_\_\_\_, (hereinafter "Contributor").

**DESCRIPTION OF SERVICES.** Commencing January 1st, 2001, Contributor will provide to OutdoorWire the services described in the attached Exhibit "A" (collectively, the "Services"). The Contributor will provide all services as an independent contractor and will not be an employee of OutdoorWire. As a condition of this Agreement, the Contributor will agree to abide by all OutdoorWire policies, rules, and regulations governing the public conduct and communications of the Contributor when acting for, or on behalf of, OutdoorWire, or when the Contributor is identifying themselves as being affiliated with OutdoorWire. These policies, rules and regulations will be published on-line by OutdoorWire, and are subject to change without notice. Failure of the Contributor to adhere to these policies, rules and regulations will be a breach of this Agreement, and *may* be cause for immediate termination of the Agreement by OutdoorWire.

**RELATIONSHIP OF PARTIES.** It is understood by and between the parties that the Contributor is an independent contractor and/or volunteer with respect to all work performed for, or on behalf of OutdoorWire, and is not an employee of OutdoorWire. OutdoorWire will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the Contributor.

**DISCLOSURE.** The Contributor is required to promptly disclose any outside activities or interests, including ownership or participation in other outdoor, off-road, automotive or other publications, that conflict or may conflict with the best interests of OutdoorWire. *Failure to disclose* any outside activities or interests, including ownership or participation in other outdoor, off-road, automotive or other publications, that conflict or may conflict with the best interests of OutdoorWire, may be cause for immediate termination of this Agreement by OutdoorWire.

**CONSIDERATION FOR SERVICES PROVIDED.** The services performed by Contributor are voluntary. However, Contributor *may* be eligible to receive

certain considerations, *may* be eligible to participate in available incentive plans, and *may* receive direct compensation in exchange for Services provided to OutdoorWire. These considerations, incentive or bonus plans, potential compensation, and current eligibility requirements are described in Exhibit "B".

**EXPENSE REIMBURSEMENT.** In general, the Contributor is responsible for all out-of-pocket expenses incurred relating to their activities for, or on behalf of, OutdoorWire. In some instances, OutdoorWire may, in its sole discretion, authorize the limited reimbursement of specific expenses incurred by the Contributor for a specific project. In these cases, prior authorization for the specific type and the specific amount of the expense by the Editor in Chief or the Board of Directors of OutdoorWire is required.

**TERM.** This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party.

**WORK PRODUCT OWNERSHIP.** Subject to the terms of the OutdoorWire Freelance Contributor and Staff Contributor Copyright Agreement described in Exhibit "C", any copyrightable works, or other type of work or information (herein collectively "Work Product") developed in whole, or in part, by Contributor in direct connection with the Services performed by the Contributor directly for OutdoorWire, will be the exclusive property of OutdoorWire. Upon request, Contributor will execute all documents necessary to confirm or perfect the exclusive ownership of the Work Product to OutdoorWire. Contributor agrees to assist OutdoorWire in any necessary defense of that copyright or ownership.

**CONFIDENTIALITY.** The Contributor, and any employees, agents, or representatives, will not, at any time, or in any manner, either directly or indirectly, use for the personal benefit of Contributor, or divulge, disclose, or communicate in any manner, any information that is proprietary to OutdoorWire. Contributor, their employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Contributor will return to OutdoorWire all OutdoorWire proprietary records, notes, film, documentation, and other OutdoorWire items that were used, created, or controlled by Contributor during the term of this Agreement.

**LIABILITY.** All activities engaged in, and all work performed by the Contributor is at the Contributor's own volition. All work performed by Contributor for, or on behalf of, OutdoorWire shall be the reporting on the legal activities *voluntarily* engaged in by the Contributor and which the Contributor would otherwise have voluntarily engaged in irrespective of any affiliation with OutdoorWire. While OutdoorWire may facilitate these activities, OutdoorWire does *not* require the Contributor to engage in any specific activity, or participate in any event that Contributor does not voluntarily wish to participate in. The Contributor assumes all liabilities as a result of the Contributor's participation in any and all activities or

events covered by this Agreement. Contributor is responsible for securing any and all appropriate insurance coverage or benefits necessary for the benefit of the Contributor. Said insurance coverage will cover any injury or damage to Contributor, Contributor's property or to any other party or property, which may be incurred as a result of their participation in any activity or event, or for any other act. Contributor agrees to provide OutdoorWire with proof of such insurance upon request. Contributor waives any and all rights to recovery of any damages, monetary awards, or any other compensation from OutdoorWire for any injuries that Contributor, Contributor's passengers, employees, or agents may sustain while performing any service or engaging in any activity covered by this Agreement.

**INDEMNIFICATION.** Contributor agrees to indemnify and hold harmless OutdoorWire from all claims, losses, expenses, fees, costs, and judgments that may be asserted against OutdoorWire as a result of acts or omissions of Contributor and/or Contributor's employees, agents, passengers, or representatives.

**WARRANTY.** Contributor shall provide their services and meet their obligations under this Agreement in a timely, workmanlike, and professional manner, using knowledge and recommendations for performing the services which meet generally acceptable standards by other Contributors at OutdoorWire and within the industry, and will provide a standard of care equal to, or superior to, care used by service providers similar to Contributor on similar projects.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have forty-five (45) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties in respect to 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.

**SEVERABILITY.** 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.

**AMENDMENT.** 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.

**GOVERNING LAW.** This Agreement will be governed by the laws of the State of California without regard to conflicts of laws principles.

**VENUE.** The parties to this Agreement acknowledge and agree that in the event any action or claim is to be brought regarding, or in any way relating to, this Agreement, that such action or claim shall only be brought in the appropriate court in the County of Yuba, State of California.

**NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the paragraph below or to such other address as one party may have furnished to the other in writing.

**ASSIGNMENT.** 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.

**WAIVER OF CONTRACTUAL RIGHT.** 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.

**CORRESPONDANCE.** Any correspondence to OutdoorWire regarding this Agreement should be addressed to: **OutdoorWire, Inc.**, PO Box 1057, Lakeside, CA 92040 FAX - (619) 390-1705

**Contributor's Signature**

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

Name (print): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

# **OutdoorWire Freelance Contributor & Staff Contributor Agreement**

## **Exhibit A - Services**

You are applying to become an Independent Contractor working as a Freelance Contributor or Staff Contributor for The Outdoor Recreation Network (OutdoorWire).

As a Freelance Contributor or Staff Contributor of OutdoorWire the specific services that you agree to provide may include, but are not limited to:

- Stories, Columns, or Articles related to the Outdoor Recreation Network's areas of interest including without limitation all ancillary and supporting materials
- Photographic Images including digital image formats
- Video Recordings including digital video formats
- Graphic Images including digital graphic formats
- Reporting on projects or events of interest
- Work produced for the World Wide Web including, but not limited to: text, web pages, HTML code, scripts, databases, programs, utilities, and/or ancillary supporting materials.
- Interaction with OutdoorWire readers, customers, clients and vendors whether verbally, through written correspondence including, but not limited to: mail, fax, e-mail, BBS or online chat.

In all cases when you, as a freelance contributor or staff contributor, are acting on behalf of OutdoorWire, or identifying yourself as an OutdoorWire contributor, a staff contributor of OutdoorWire, or as in any other way affiliated with OutdoorWire, you agree to abide by all policies, rules, and regulations set forth by OutdoorWire for all of its freelance contributors and staff contributors governing any and all such activities on our behalf.

If requested, you agree to keep and maintain a contributor's log of all communications with vendors, manufacturers or other commercial entities that relate to the work performed on behalf of OutdoorWire or when acting as a representative of, or identifying yourself as being affiliated with OutdoorWire. This log shall at minimum contain the date, time, form and nature of the communication. You agree to provide OutdoorWire with that log, or a true copy of that log, upon request.

You guarantee that you have the original rights and/or full copyright ownership to all material submitted to OutdoorWire in any form for publication or other use, and you shall indemnify and hold harmless OutdoorWire in regards to any charge of copyright, trademark, plagiarism, or patent infringement pertaining to material that you submit.

You guarantee that no materials, work products, or contributions submitted to ORC will be false and defamatory or falsely disparage any product, service or company or violate or infringe upon any right of privacy, copyright, or any other rights of any third party or any applicable law.

You will not directly or indirectly accept any gratuities or gifts of products or services from any supplier in connection with the preparation of any article, material or contribution except that when reviewing a product or service you may accept the product or service being directly reviewed. You will not accept any royalties, fees, or other payments from any third party for any rights or services that suggest an endorsement of that third parties products or services in connection with OutdoorWire. You will disclose to OutdoorWire any relationship or interest with or in any third party that may create or suggest a conflict of interest.

All work product or material submitted is published at the discretion and under the control of OutdoorWire, its Editor in Chief, and the editorial staff. Unless otherwise agreed to in writing for each given instance or material, OutdoorWire does *not* guarantee that any material or work submitted will be published.

All material or work product submitted is subject to editing and modification by OutdoorWire and its editorial staff.

Any and all material or work product submitted is subject to the OutdoorWire Freelance Contributor & Staff Contributor Copyright Agreement as shown in Exhibit "C".

# **OutdoorWire Freelance Contributor & Staff Contributor Agreement**

## **Exhibit B - Consideration, Incentive Plans & Eligibility**

The OutdoorWire (herein referred to as "OutdoorWire") strives to provide the highest quality publication possible. In order to achieve this goal, OutdoorWire must locate, involve, recruit and retain the highest possible caliber of volunteers and freelance contributors for its staff. All references to "staff" or "staff contributor" within this exhibit include volunteers, freelance contributors, staff contributors and all other staff.

As a staff contributor of The OutdoorWire, and any of its associated publications, domains, and/or companies (collectively referred to herein as "OutdoorWire"), you may receive several tangible and intangible benefits.

Subject to certain conditions, including your current position, status and tenure with OutdoorWire, possible benefits you may receive at some point may include, but are not limited to:

1. Eligibility to participate in OutdoorWire revenue sharing, incentive, or commission plans.
2. Eligibility for cash payments for specific work.
3. OutdoorWire merchandise.
4. Merchandise from outside entities/vendors provided for review or editorial coverage in any OutdoorWire publication, or inclusion in OutdoorWire-sponsored projects.
5. Admittance into events based upon your affiliation with OutdoorWire.
6. Preferential access to contacts, vendors and companies based upon your affiliation with OutdoorWire.
7. Publicity.

While the vast majority of editorial staff contributor positions are largely volunteer endeavors, performed for the pure love of the sport or activity, it is the intent of OutdoorWire to allow qualified and tenured staff the ability to participate in the success of OutdoorWire through the use of incentive plans.

Participation in these incentive plans is based upon the individual's contribution to the success of OutdoorWire, and is solely at the discretion of OutdoorWire.

At this time there is one formal financial incentive plan: This is the OutdoorWire "Editorial Staff Contributor Bonus Plan". In order to qualify for participation in this plan an individual must take the following steps and meet the following minimum requirements:

1. The person must first apply for a "staff" position to the Managing Section Editor for the section in which they wish to contribute.
2. The section editor then refers the person's application to the Editor in Chief for approval.
3. If accepted by the Editor in Chief then the person must agree to and sign all OutdoorWire staff policy agreements, which may include, but not be limited to, the OutdoorWire Freelance Contributor & Staff Contributors Agreement, any OutdoorWire Copyright Agreements, Vendor and Public Communications Agreements, Sponsored Project Agreements, Representation Agreements, and Publishing Guidelines.
4. Upon receipt by OutdoorWire of these signed agreements the person will be deemed eligible to be a freelance contributor to OutdoorWire.
5. Upon submission and acceptance by the Editor in Chief of an article, story, or other work a person may have produced the person may then be given the position and title of "Freelance Contributor" to whatever publication, section, or project that person is designated to be involved with.
6. The person must complete a six (6) month "trial" period wherein OutdoorWire's managing staff will evaluate the quality and quantity of work produced by that person. At any time after the end of the six-month trial period, the Editor in Chief may recommend to the managing board the individual be considered for promotion from "Contributor" to "Editorial Staff".

# **OutdoorWire Freelance Contributor & Staff Contributor Agreement**

## **Exhibit B - Consideration, Incentive Plans & Eligibility - Page 2**

All qualified members of the "Editorial Staff" are eligible to participate in the OutdoorWire Editorial Staff Contributor Bonus plan.

The OutdoorWire Editorial Staff Contributor Bonus plan is defined elsewhere and is subject to change, but is generally a shared commission plan in which, after a certain base traffic level for OutdoorWire is achieved, a certain percentage of OutdoorWire's revenue will be set aside for distribution to the editorial contributors. The amounts distributed will be based on the total amount of accepted and qualified work that a staff contributor produces as a percentage of the total amount of accepted work over a given period, and how that work meets editorial targets. In all cases the criteria, qualifications, and formulas used to calculate the amounts will be made generally available to all qualified Editorial Staff Contributors.

The Editor in Chief, or the managing board of OutdoorWire, may demote or completely remove a person from the Editorial Staff, or from any staff position, at any time if they violate any of OutdoorWire's written policies, or if the quality or quantity of their work is not sufficient to warrant their continued participation as an Editorial Staff Contributor or Freelance Contributor, or for any other reason.

Once an Editorial Staff Contributor has completed a minimum period of six (6) months in which they have produced an acceptable quantity & quality of work, they may be eligible to become a "tenured" Editorial Staff Contributor. In this instance "tenure" & "tenured" refers only to a specific classification for OutdoorWire's Editorial Staff and no additional rights or guarantees beyond those described herein are given or implied. The Editor in Chief, or any member of the managing staff, of OutdoorWire, may recommend a person for this consideration. A person may be accepted as a "tenured" staff contributor if approved by a two-thirds (2/3) vote of the managing directors of OutdoorWire.

Tenured staff contributors are qualified to participate in the OutdoorWire Editorial Staff Contributor Bonus plan, and may be eligible to receive stock and/or stock options based upon their contributions to OutdoorWire and solely at the discretion of the board of directors. Any stock or stock options granted may have conditions which apply to the grant that may include, but are not limited to: a defined vesting period, a work product goal, the achievement of corporate goals, or any other legal condition the board of directors of OutdoorWire may impose. Any stock or stock options in which these conditions have not been met and/or any unexercised options may be lost if the person leaves the staff of OutdoorWire for any reason, whether voluntary or involuntary.

Participation in any incentive or bonus plan is at the discretion of OutdoorWire and its board of directors. The existence of incentive and/or bonus plans, the details of their implementation or conditions, and any eligibility requirements may be changed at any time by the OutdoorWire board of directors.

Changes to the eligibility requirements will affect future eligibility only.

### **Exceptions:**

At the discretion of the Editor in Chief, and upon approval by OutdoorWire's managing board of directors, a person with a proven track record of published work may be promoted to a position on the Editorial Staff after less than the normal six (6) month trial period as a Contributor.

Stock and/or stock options in OutdoorWire may be awarded to persons at the sole discretion of the board of directors for any business reason or purpose. Bonus incentives and stock incentives in OutdoorWire may be awarded to technical staff contributors, administrative staff contributors, public relations staff contributors, and marketing staff contributors, or any direct employees based upon plans with entirely different criteria or requirements.

# **OutdoorWire Freelance Contributor & Staff Contributor Agreement**

## **Exhibit C - Freelance Contributor and Staff Contributor Copyright Agreement**

As any form of staff contributor of, or freelance contributor to, The Outdoor Recreation Network and/or any of its associated publications and/or companies (collectively referred to herein as "OutdoorWire"), you may receive or be eligible for several tangible and intangible benefits.

Subject to certain conditions, including your current position, status and tenure with OutdoorWire, possible benefits you may receive at some point may include, but are not limited to:

- Eligibility to participate in OutdoorWire Editorial Staff Bonus Plans.
- Eligibility for stock ownership in OutdoorWire.
- Eligibility for cash payments.
- OutdoorWire merchandise.
- Merchandise from outside entities/vendors provided for review or editorial coverage in any OutdoorWire publication, or inclusion in OutdoorWire-sponsored projects.
- Admittance into events based upon your affiliation with OutdoorWire.
- Preferential access to contacts, vendors and companies based upon your affiliation with OutdoorWire.
- Publicity.

For purposes of copyright, any work and/or materials that you produce for OutdoorWire will be considered *work for hire*. You grant and assign OutdoorWire the copyrights to work and/or materials you submit for the use, publication and/or benefit by OutdoorWire, subject to the following:

1. Unless otherwise agreed in writing, OutdoorWire shall be assigned full and complete copyrights on all materials written or produced exclusively for OutdoorWire.
2. Unless otherwise agreed in writing, OutdoorWire shall be assigned full and complete copyrights on all materials written or produced as a result of materials, products, or an event admission which has been given to the author for purposes of inclusion on OutdoorWire.
3. If the author of the material has previously published the material in another medium, then the author shall assign OutdoorWire the exclusive copyright license to the material for electronic publication and publication on the Internet and/or the world wide web.
4. If the author of the material has previously published the material electronically or on the World Wide Web in a non-commercial format or publication, then the author of the material assigns OutdoorWire the exclusive commercial rights to current and future publication of the material.
5. If the author of the material has previously published the material electronically in a commercial format or publication, then the author of the material grants OutdoorWire the non-exclusive rights to publish the material for no less than a period of ten (10) years.
6. If the material consists exclusively of pictures or photographs produced by a bona-fide commercial photographer, and not produced exclusively for or on behalf of OutdoorWire, then the author of the photograph(s) grants OutdoorWire the non-exclusive right to publish those photographs for a period of not less than ten (10) years.
7. Unless otherwise agree in writing, in all cases the publishing rights or copyright license granted or assigned to OutdoorWire shall include, but not be limited to, the rights to freely use and/or modify the material submitted, use modified versions of the material submitted, or use derivations of the material submitted in any or all parts of any of its publications, in advertising material, and in supporting collateral materials.

# **OutdoorWire Freelance Contributor & Staff Contributor Agreement**

## **Exhibit C - Freelance Contributor and Staff Contributor Copyright Agreement - Page 2**

Exceptions to this Freelance Contributor & Staff Contributor Copyright Agreement are granted exclusively in writing by OutdoorWire. Unless otherwise specifically agreed to in the written exception, all such exceptions are granted for a single specific instance or piece of work.

You indicate acceptance of this agreement for each article or any work submitted, by submitting that article or work to OutdoorWire for use on its servers, use on its site or in any collateral material, or for publication.

If the article or work submitted has been previously published, or is subject to any conditions that limit the scope of OutdoorWire's copyrights as described above, you must positively indicate any and all such conditions in writing when submitting the individual article, contribution, or work.

The article or work must contain a copyright notice, placed by the original author or by the current legal copyright holder in the work, indicating that OutdoorWire is the copyright holder or has a license to publish the material.

By signing this agreement you also indicate acceptance of the agreement for all work which you may have submitted to OutdoorWire or placed on its servers prior to the execution of the agreement. If you have material which you have submitted to OutdoorWire or placed on its servers prior to the date of this agreement which you do not wish to have covered by this agreement, you agree to remove the material, including all links and references to the material, within 10 days of the execution of this agreement or to otherwise include all such material within the scope of this agreement.