

**FREELANCE WRITER/BLOGGER AGREEMENT**

This contract is entered into by \_\_\_\_\_ ("Writer") and *DenLors Tools Plus LLC (the Company)*.

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

**Parties.** Writer is engaged in the business of writing articles and other materials on a freelance basis. The Company is engaged in the business of publishing content.

**Relationship.** The parties expressly agree and acknowledge that the relationship created by this Agreement is one of Independent Contractor. The Company is not the employer of the Writer and Writer is not and will not be treated as, an employee of the Company for federal tax purposes, or any other purposes.

**Contract Period.** This agreement will begin on the date set forth below and shall continue until terminated as provided by either party. If either party violates a term of this Agreement, then the other party (the "Non-breaching Party") may terminate this Agreement, effective immediately upon delivery of written notice of termination by the Non-breaching Party. Notwithstanding the foregoing, either party may terminate this Agreement at any time for any or no reason, effective upon thirty (30) days written notice.

**Services to be Provided by Writer.** Writer agrees to submit through email for Company Blog, on his or her sole initiative, 300-500 word written articles with at least one JPEG image to the Company on the following subjects, automotive repair, automotive tools and/or other automotive service related issues (the "Articles"). The articles will be formatted in DenLors Blog style using a 50-125 word summary that describes the article content. Keywords, Tags, Title and Category will be submitted also for SEO (search engine optimization purposes). No excessive keyword repetition will be accepted (more than 5% density). Writer will be responsible for replying to a minimum of 3 questions or comments posed by blog readers. The manner and method of producing these Articles is solely at the discretion of Writer; Company has no right of control over Writers manner or method of performance under this Agreement.

**Representations and Warranties of Writer.** Writer will not create content that defames or threatens others. Writer will not make statements that are bigoted, hateful or racially offensive. Writer will not promote competitive websites or companies with the exception of their personal website or answer site profile page. Profile page awarded after 3 accepted Articles have been published. By submitting an Article to Company, Writer represents and warrants that the Article and Image or Images are the Writers original work. The Article is not owned by any third party. The Article is believed to be accurate and the Article has not been obtained by any unlawful means. In the event that errors in accuracy of the Article are discovered, Writer agrees to edit and make corrections. The Article has not been previously published in any manner or medium, specifically including, but not limited to; print or electronic means. The article will not be submitted and published to any other medium by the Writer in the original form (writer can choose to re-write for other uses). The publication of the article (and images) by Company will not violate any copyright or other intellectual property right of any third party.

**Compensation.** Company agrees to pay Writer \$ 5.00 for Articles published by Company with a payout at \$20 through PayPal. Under no circumstances will Writer be paid on an hourly, daily or other basis that is a function of time. Writer acknowledges and agrees that Company will only pay writer for Articles that are published and Company has the sole and exclusive authority to determine whether or not to publish any and all Articles submitted by Writer.

Writer understands and agrees that Company may publish, at its sole discretion, any number of photographs less than or equal to those submitted by Writer with the Article.

**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.

**Assignment and Ownership of Intellectual Property.** Writer hereby understands and agrees that all Articles submitted to and published by, Company under this Agreement shall be considered Company property. Writer hereby assigns to Company all rights to publish the Article and all previously submitted articles of Writer, in any tangible medium of expression, now known or later developed, from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, including without limitation the rights to archive, republish, edit, repackage or revise any Article in any manner as Company sees fit. The rights conferred upon Company by this agreement shall be exclusive to Company.

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_. FAX or email signed agreement. FAX # 888.486.1241

**Writer:**

Name \_\_\_\_\_

Signature \_\_\_\_\_

**Company: DenLors Tools Plus LLC**

Name/Title Dennis Bandy/Owner