

# DeadlineNews.Com



DeadlineNews.Com, Editorial Content, Consulting  
Broderick Perkins, Executive Editor  
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## **(SAMPLE CONTRACT FOR TEXT AD, SOME DETAILS MAY CHANGE) DeadlineNews.Com Online Advertising Agreement, DATE**

This Agreement is made between "Client," (**NAME OF PERSON LEGALLY RESPONSIBLE FOR THIS CONTRACT, THAT PERSON'S JOB TITLE**) with a principal place of business at (**FULL LEGAL ADDRESS AND CONTACT INFORMATION, PHONE, EMAIL**) and Broderick Perkins, DeadlineNews.Com ("Contractor"), with a principal place of business at 350. E. Mission St., Unit 204, San Jose, CA 95112-3199.

### **1. Services to be Performed**

Contractor agrees to perform the following services on Client's behalf: Commencing on **DATE**, Contractor will publish, on Contractor's DeadlineNews.Com Web site home page, one text advertisement, not larger than one column width wide by two page-standard text lines high, to run daily with a month-to-month contract. Contractor makes no claims, promises or guarantees, expressed or written, as to the effectiveness of the display advertisement service rendered in this contract.

### **2. Payment**

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the rate of \$50 per calendar month. Contractor's total compensation shall not exceed \$50 per month without Client's written consent. Checks or other forms of payment will be payable to "Broderick Perkins" or "Broderick Perkins, DeadlineNews.Com" only.

### **3. Terms of Payment (BE PARTICULARLY AWARE OF THIS PROVISION)**

Contractor shall invoice Client's representative (**NAME FROM ABOVE**) for the advertisement at the contracted rate of \$50 per month. The invoice will arrive during the first 15 days of each month, for the advertisement scheduled to run the

following month. For example, client will receive invoice for September's advertisement run by August 15. Client agrees to remit payment so that it arrives at Contractor's place of business, **AT LEAST FIVE (5)** calendar days prior to the first day of each calendar month. Failure to do so will cause Contractor to remove aforementioned advertisement, without notice, until invoiced payment is received. Re-establishing ad placement could require a new contract. Client may establish automatic or electronic payments, provided those payments arrive within the Terms of Payment provision of this contract. Contractor is not responsible for automatic or electronic payments.

#### **4. Expenses**

Contractor shall be responsible for all normal expenses incurred while performing services under this Agreement, but only those expenses necessary to fulfill this Agreement as stated.

#### **5. Materials**

Contractor will furnish all materials and equipment used to provide the services required by this Agreement, but only those materials and equipment necessary to fulfill this agreement as stated.

#### **6. Intellectual Property Ownership**

This contract gives Client no rights or license to Contractor's intellectual property appearing in, around, near or with advertisements, on the same web page or on the same web site, including copyrighted news articles.

#### **7. Reusable Materials**

Contractor retains the right to use Contractor advertisements on DeadlineNews.Com Web site pages other than those stipulated in this contract.

#### **8. Term of Agreement**

This agreement will become effective when signed by both parties and will terminate on the earlier of:

- the date Contractor completes the services required by this Agreement
- the date either party terminates the Agreement as provided below

#### **9. Terminating the Agreement**

With reasonable cause, either party may terminate this Agreement effective immediately by giving written (including emailed) notice of termination for cause. **There is no provision for prorated, partial or full rebates of payments already remitted.**

Reasonable cause includes:

- a material violation of this Agreement
- nonpayment of Contractor's compensation as stated in Terms of Payment
- Contractor services are no longer required

## **10. Independent Contractor Status**

Contractor is an independent contractor, not Client's employee. Contractor's employees or subcontractors are not Client's employees. Contractor and Client agree to the following rights consistent with an independent contractor relationship.

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- Contractor or Contractor's employees or subcontractors shall perform the services required by this Agreement; Client shall not hire, supervise or pay any assistants to help Contractor.
- Neither Contractor nor Contractor's employees or subcontractors shall receive any training from Client in the skills necessary to perform the services required by this Agreement.
- Client shall not require Contractor or Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.
- Neither Contractor nor Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

## **11. Local, State and Federal Taxes**

Contractor shall report all income and pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Client will not:

- Withhold FICA from Contractor's payments or make FICA payments on Contractor's behalf;
- Make state or federal unemployment compensation contributions on Contractor's behalf, or
- Withhold state or federal income tax from Contractor's payments. Client should obtain from Contractor IRS Form W-9 and at year's end submit to Contractor IRS Form 1099 if applicable tax law applies.

The charges included here do not include taxes. If Contractor is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to Client. Contractor shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by Client.

## **12. Exclusive Agreement**

This is the entire Agreement between Contractor and Client.

## **13. Modifying the Agreement**

Client and Contractor recognize that:

- Client may desire a mid-project change in Contractor's services that would add time and cost to the project and possibly inconvenience Contractor, or
- Other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances.

If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties and added to this Agreement.

## **14. Resolving Disputes**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute, but any party may take the matter to court. If any court action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which he or she may be entitled.

## **15. Notices**

All notices and other communications in connection with this Agreement shall be in writing.

**16. No Partnership**

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

**17. Applicable Law**

This Agreement will be governed by the laws of the State of California.

Signatures

Client:  
Company:

Signature: \_\_\_\_\_

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

Contractor: Broderick Perkins, Executive Editor  
Company: DeadlineNews.Com

Signature “

Date: