

Independent Journalist Agreement

This agreement is made this _____ day of _____ by and between GateHouse News Service_____ (the "Company") and _____ (the "Journalist").

WHEREAS, the Journalist is a self-employed, independent contractor; and the Journalist desires to perform services for the Company on an independent contractor basis; and WHEREAS, the Company wishes to retain the Journalist on a non-exclusive basis to provide certain reporting services; NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

1. The Journalist is hereby retained by the Company to provide such reporting and writing services as may be requested by the Company from time to time. The Journalist shall be free to determine his/her own means and manner of providing such services, using his/her own independent and professional judgment. The Company shall not exercise or retain right to control, direct or supervise the manner in which the Journalist performs his/her services for the Company except as specified herein. The Journalist is, and shall remain, free to work or perform services for any other person or company. The Company does not guarantee any amount of work under this Agreement, and shall call on the Journalist or use the services of the Journalist strictly on an as-needed basis, as determined in the Company's sole discretion. The Journalist will not have any authority to bind the Company or any subsidiary of the Company in any manner.
2. The Journalist also agrees that all of the Journalist's work product (weekly columns) shall be considered "work for hire," and that the Company shall own all copyright, trademark, and other rights in any material generated for the Company by the Journalist under this Agreement, and the Company may use such material in any mode or media in perpetuity, without any payment to the Journalist other than as specified in this Agreement.
3. The Journalist warrants that he or she is the sole owner of the work produced hereunder (the "Work") and has full power and authority to make this Agreement; that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or

unlawful matter. With the exception of short excerpts from others' works, which constitute fair use, the Work will contain no material from other copyrighted works without a written consent of the copyright holder. The Journalist will obtain such consents at his or her own expense after consultation with the Company and will file them with the Company at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Journalist.

4. In consideration of the services and Work provided and rights granted by the Journalist hereunder, the Company will use a tagline at the end of each column submitted by the Journalist that the Company posts or publishes with the Journalist's name, contact information and short job description. Distribution by the Company with the aforementioned tagline is not a guarantee that GateHouse newspapers will choose to publish the tagline in full or in part; nor does this provision constitute a guarantee that the Work will be posted or published.
5. It is expressly agreed and understood that the Journalist shall, at all times, act strictly and exclusively as an independent contractor and shall not be considered, under the provisions of this Agreement or otherwise, as having any employee status with the Company, or as being entitled to participate in any plans, distributions or benefits extended by the Company to its employees.
6. The Journalist shall perform his/her obligations under this Agreement at his/her own expense and by such means and methods as are furnished and chosen by the Journalist. The Journalist shall bear sole responsibility for all expenses incurred by him/her in the performance of this Agreement, and shall supply and pay for his/her own transportation, supplies, and other equipment.
7. Either party may terminate this Agreement at any time for any reason or no reason, with or without cause, by giving the other party 10 days notice in writing of such intent to terminate. Either party may terminate this Agreement without notice in the event of willful violation of this Agreement by the other party.
8. This Agreement is the entire agreement of the parties. It shall supersede any prior understandings or agreements of the parties, whether oral or written. Amendments to this Agreement must be in

writing signed by both parties. No oral agreement shall be effective to alter the terms of this Agreement. If notice is made to the Company pursuant to this section, it shall be directed to the Managing Editor.

9. The waiver by one party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by an authorized representative of the party agreeing to the waiver.

10. The Company shall have the right to assign this Agreement to any subsidiary of the Company or to any party which assumes the Company's obligations hereunder and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by or against said assigns. The rights, benefits and obligations of the Journalist under this Agreement are personal to him, and no such rights, benefits or obligations shall be subject to voluntary or involuntary alienation, assignment or transfer.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed as of the date and year first above written.

FOR: _____

Accepted and Agreed to by

Journalist

PLEASE PRINT:

NAME: _____

ADDRESS:

PHONE: (____) ____ - _____

E-MAIL: _____