

## Independent Contractor Writing Agreement

This Independent Contractor Writing Agreement (“Agreement”) is hereby entered into as of the date signed (the “Effective Date”) between Writer and Client noted, with respect to the Terms and Conditions expressed as follows.

Name: \_\_\_\_\_ (“Writer”)

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

Tingen & Williams, PLLC (“Client”):  
Contact: Andrew Michael  
1801 Bayberry Court, Suite 203  
Richmond, VA 23226  
Tel: (804) 477-1720  
Email: [andrew@tingenwilliams.com](mailto:andrew@tingenwilliams.com)

### TERMS & CONDITIONS

The Client and the Writer agree as follows:

**I. Work to be Performed.**

A. The Writer shall write articles containing:

1. 300 to 500 words, (a “Mini Article”);
2. 1000 words, (a “Short Article”);
3. 1500 words, (a “Medium Article”);
4. 2000 words, (a “Long Article”); AND

5. 2500 words or more (a "Superblog Article").
- B. The Writer shall complete each Article **no more than seven days** from the day the Article topic is assigned to or claimed by the Writer.
- C. The Writer shall complete EITHER:
1. **No fewer than two articles each week, one of which must be a Short or Medium article; OR**
  2. **At least 2000 words of content per week total.**
- D. The Writer may not assign any rights or obligations under this Agreement to any other person or entity.

## II. **Compensation.**

- A. The Client agrees to pay:
1. \$20 per Mini article,
  2. \$40 per Short article,
  3. \$60 per Medium article,
  4. \$80 per Long article.
  5. \$20 per 500 words for any article longer than 2500 words (a "Superblog Article").

## III. **Independent Contractor.**

- A. The Writer is an independent contractor.
- B. The Writer shall not hold himself/herself out to the public as an employee, agent, or partner of the Client.

## IV. **Work-for-Hire; Ghost Writer Status**

- A. All Work created for this Agreement shall be considered "work-for-hire" under the United States Copyright Act of 1976. All Articles written by the Writer will become the property of the Client. Writer acknowledges that all Articles are being created by the Writer for use by the Client and that the Articles belong to and shall be the sole and exclusive property of the Client.

- B. The Client has sole and absolute discretion to make any changes in, deletions from, or additions to any Article. The Client is not under any obligation to use any Article.
- C. The Client shall own all rights in the work, including copyright rights and all other intellectual property rights.
- D. The Writer will function as a “Ghost” Writer and will not receive attribution as the author of any work produced under this agreement.

V. **Obligations and Warranties of Writer.**

- A. Upon submitting the Article to the Client, Writer represents and warrants that:
  - 1. **The Article is plagiarism-free and original (not owned by any third party, fully or partially, and does not contain any previously-produced text);**
  - 2. The Writer has made reasonable efforts to ensure that the Article contains full and absolutely correct references to third-party authors;
  - 3. The Article complies with all requirements provided by the Client (formatting style is considered a requirement);
  - 4. The Article has not been obtained by unlawful means;
  - 5. The Article has not been previously published in any manner or medium, specifically including, but not limited to, print or electronic means.
  - 6. The Writer will indemnify the Client from any damage or loss, including attorney’s fees, arising out of any breach of this warranty.
  - 7. The Writer has made efforts to ensure that Articles are factually correct; if the Writer has questions about matters of law included in Articles, the Writer will communicate with the Client regarding the Article.
  - 8. The Writer will revise articles upon request from the Client. Articles must meet acceptable standards for rapid publication. Client may terminate this agreement in the event the Writer repeatedly fails to meet article standards.

VI. **Miscellaneous Provisions.**

- A. **Governing Law; Jurisdiction.** This Agreement shall be governed and interpreted according to the laws of the State of Virginia; the Courts of Richmond City shall have exclusive jurisdiction over any dispute regarding this agreement.

- B. **Breach of Agreement.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights. No waiver by either party shall be binding on any subsequent occasion.
  
- C. **Severability.** If one or more of the provisions of this Agreement are determined to be invalid, void, unenforceable, or illegal, the remaining provisions of this Agreement shall remain in full force and effect.
  
- D. **Amendments.** No amendment to this Agreement shall be valid unless made in writing and signed by both parties.

The parties have duly executed this Agreement as of the date first written above.

Writer: \_\_\_\_\_

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

Client: \_\_\_\_\_

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