

**ParishWebmaster.com**  
**AUTHOR AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2002 (the "**Effective Date**"), by and between \_\_\_\_\_(hereinafter "**Author**"), and ParishWebmaster.com (hereinafter "**Publisher**"):

**R E C I T A L S:**

**WHEREAS**, Author has created the Work(s) listed in Exhibit A, and has submitted such Work(s) to Publisher for possible Publication; and

**WHEREAS**, Author may submit future Work(s) to Publisher, which shall incorporate this Agreement by reference; and

**WHEREAS**, Author is willing to allow Publisher to publish the Work(s) on the terms and conditions of this Agreement.

**NOW THEREFORE**, the Parties, intending to be legally bound, hereby agree as follows:

**Article 1:**  
**Definitions**

**"Affiliate Web Site"** means any Web site with which the Publisher has entered into any agreement for content exchange, link exchange, cross promotion, or other business related activity.

**"Agreement"** means (i) this Author Agreement, including all exhibits and attachments, and (ii) any subsequent documents that incorporate this Author Agreement by specific reference.

**"Party"** means either Author or Publisher.

**"Publish"** means to prepare and issue Work(s) for public distribution or sale.

**"Publisher Web Site"** means any Web site owned by, controlled by, or under common control with Publisher.

**"Subscriber Web Site"** means any Web site that enters into an agreement with Publisher in order to receive content to be Published on its Web site.

**"Work"** means an original work of authorship to which the Author claims copyright.

**Article 2:  
Warranty of Originality and Ownership**

Author warrants that it is the sole author of the Work, that it has full exclusive right, title and interest in the Work, including all intellectual property rights associated therewith, that the Work, in the form to be delivered to Publisher, will not infringe any U.S. copyright, trade secret or other proprietary rights of any third party.

**Article 3:  
License Grant to Publisher.**

The Author hereby grants the Publisher any and all rights necessary to Publish the Work(s) (i) on the Publisher's Web Sites, Affiliate Web Sites and Subscriber Web Sites, (ii) in eBooks and other electronic compilations or versions, and (iii) in print form for the purpose of advertising, promotion and marketing.

Furthermore, Publisher shall have the right to use the Work(s), parts or excerpts from the Work(s), or the Author's name and credentials (including, but not limited to the names of prior published works) in order to promote the Work(s) or Publisher's business.

It is understood that this grant of license to Publisher shall in no way restrict republication of the material by the Author or others authorized by the Author.

Such right and license shall commence upon the Effective Date of this Agreement and shall continue until expiration of the copyrights of Author.

**Article 4:  
Payment**

There will be no monetary compensation for the Work(s) submitted or Published, unless otherwise indicated in a separate agreement.

At Author's request, the Work(s) Published shall include a hypertext link to the Author's personal Web site, or an email link if preferred.

Notwithstanding the foregoing, the Publisher may, from time to time, offer other forms of non-monetary compensation. Such offers are made at the sole discretion of the Publisher and may change without notice unless otherwise agreed in a writing signed by the Parties.

**Article 5:  
Copyright and Trademark**

Author shall indemnify Publisher and hold harmless Publisher from and against any and all claims, actions, losses, costs and liabilities based on or arising out of claims of infringement or misappropriation of copyright or other intellectual property rights of any third party.

Publisher shall affix Author's copyright notice to all Work(s) Published. In certain circumstances, Publisher shall affix Publisher's copyright notice to Published Work to serve as public notification that such Work is not in the public domain; however, such copyright notice shall not be deemed a claim of ownership by Publisher as between the Parties.

**Article 6:  
General**

Each Party agrees to comply with all applicable laws and regulations of governmental bodies having jurisdiction over the subject matter of this Agreement. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Michigan, without regard to its choice of law rules. Venue shall be the County of Genesee, Michigan, USA.

Neither Party shall be held liable to the other for failure of performance where such failure is caused by supervening conditions beyond that Party's control, including, but not limited to, Acts of God, civil disturbance, strikes, labor disputes and lawful governmental action.

If any provision of this Agreement shall be deemed to be unlawful or unenforceable by a court of competent jurisdiction, such termination shall have no effect on the validity and enforceability of the other terms and conditions of this Agreement, and the challenged term shall be deemed deleted.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior statements, representations and agreements on this subject matter and in regards to the Work(s) listed in Exhibit A.

This Agreement may be amended only by a writing that refers to this Agreement and that is signed by both Parties. The list of Work(s) in Exhibit A may be appended by the Author using a Submission Form in substantial conformity with Exhibit B, below. Such form may be submitted electronically in the body of an email, and a printed copy of such email shall be considered a legally binding addition to the list of Work(s) subject to this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their authorized signatures below, effective as of the date first above written.

**ParishWebmaster.com**

**Author**

**By:** \_\_\_\_\_  
(Print)

**By:** \_\_\_\_\_  
(Print)

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

\* \* \* \* \*

I do hereby certify that I am at least eighteen (18) years of age and do not require parental consent to enter into this agreement:

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\* \* \* \* \*

In the event that Author is under the age of eighteen (18), a parent or legal guardian must complete the Parental Consent form below:

\* \* \* \* \*

**Parental Consent**

I, the undersigned, do hereby certify (i) that I am the parent or legal guardian of the Author, (2) that I grant to Publisher permission to Publish the Work(s) submitted by the Author pursuant to this Agreement; and (3) that I have read this Agreement and shall be liable for the obligations of Author pursuant to this Agreement.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_



**Exhibit B**  
**(Sample Submission Form)**

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**Additional Submitted Work(s)**

(Please print)

Author Name: \_\_\_\_\_

Date of Author Agreement: \_\_\_\_\_

Pursuant to the Author Agreement referenced above, the Author does hereby submit the following Work(s) to the Publisher for possible Publication.

Title of Work	Date of Creation
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____
5) _____	_____
6) _____	_____
7) _____	_____
8) _____	_____
9) _____	_____
10) _____	_____