

AuctionBytes.com Newsletter
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THIS IS A BINDING LEGAL DOCUMENT. READ IT CAREFULLY BEFORE YOU SIGN IT. IF YOU DON'T UNDERSTAND ANYTHING CONTAINED IN THE AGREEMENT, DON'T SIGN IT.

Publishing Agreement

This is a publishing agreement (“Agreement”), dated and effective as of _____

between Steiner Associates (hereinafter “Publisher”) and _____

(“Writer”), Social Security # _____ in reference to the following facts:

Article Title or Subject:

Whereas Publisher desires to retain the services of Writer and Writer is willing to provide such services, all upon the terms and conditions set forth below; for and in consideration of the mutual promises herein contained, the parties agree as follows:

- 1) Engagement:** Steiner Associates agrees to engage Writer, and Writer agrees to be engaged as an independent contractor to write an article (“Article”) as a work made for hire. Steiner Associates will have no obligation to publish the Article, and reserves to itself the right to edit, adapt, revise or otherwise modify Article as Steiner Associates deems appropriate in its sole and absolute discretion.
- 2) Rights:** By signing this agreement, the Writer hereby agrees that Article shall be a work made for hire. Writer hereby sells and Steiner Associates hereby purchases all right, title and interest in Article, including, without limitation, all the right to publish and copyright Article for publication in *AuctionBytes.com* as well as subsequent publication in electronic or any other format. Steiner Associates may republish parts of the Article or the complete Article in any medium anywhere in the world in perpetuity.

Steiner Associates grants Writer permission to use the Article for “self-promotion” and educational purposes, so long as Writer includes a credit for Steiner Associates, including a citation to the Article that was published by Steiner Associates. Self-promotion includes giving copies of the Article to friends, family and prospective employers and/or including copies of the Article in resumes or other materials designed to promote Writer’s services. Any use of the Article other than for educational purposes or self-promotion must first be authorized in writing by Steiner Associates. Writer may write additional works on the same topic, but may not publish adaptations of the Article without the written permission of Steiner Associates.

- 3) Relationship:** The parties do not intend that any agency, partnership or employment relationship be created between them by this Agreement. It is understood and agreed that Writer shall render services as an independent contractor, and shall not hold himself/herself out to be an agent, represen-

tative or employee of Steiner Associates. Writer understands and agrees that as an independent contractor, Writer is solely responsible for the payment of any taxes payable to any state or Federal authority that are owed as a result of Steiner Associates' Payment to Writer, and that Steiner Associates shall not withhold any such taxes from Payment.

4) Payment: Writer's right to receive payment is conditioned upon the review and approval of Article by Publisher in Publisher's sole and absolute discretion. Payment will be in the amount of \$ _____ to be paid within 30 days of publication of the Article.

5) Writer's Warranties: Writer hereby represents and warrants that (a) Writer is or will be the sole author (or joint author) of Article and has not made and will not make commitments to any other person with respect to Article and its use without the written permission of Steiner Associates. (b) Article is or will be original and does not and will not infringe upon any statutory or common law copyright, proprietary right, or any other right of any other person; (c) the statements in the Article are or will be true; (d) Article has not been published or used in any medium for any purpose, and (e) Writer shall be solely responsible for obtaining, in writing, any permission(s) required for Article (if any) and for delivering a copy of such permissions to Steiner Associates simultaneously with delivery of Article.

6) Mutual Indemnifications: Writer will indemnify Steiner Associates and hold Steiner Associates harmless from and against any and all damage, loss and/or expense, including, without limitation, reasonable attorney's fees Steiner Associates may suffer or incur by reason of any claim or the defense of such claim arising from the breach of any of these representations or warranties. Steiner Associates shall indemnify Writer and hold Writer harmless from and against any and all damage, loss and/or expense, including, without limitation, reasonable attorney's fees Writer may suffer or incur by reason of any claim or the defense of such claim arising from actions taken or failed to be taken by Steiner Associates.

7) Entire Agreement: This document constitutes the entire Agreement between the parties, and supersedes any other promises, conditions, understandings or terms, whether oral or written. This Agreement may not be modified except in writing, signed by both parties.

8) Assignability: This Agreement shall inure to the benefit of Steiner Associates, its licensees and assigns, but shall not be assignable by Writer.

9) Venue and Jurisdiction: Any legal proceeding arising from this Agreement shall be decided under the laws of the state of Massachusetts, by the court of proper jurisdiction in Middlesex County, Massachusetts.

Writer's Name/Date

For Steiner Associates by:

Writer's Signature

David Steiner (Date)