

WORK FOR HIRE AGREEMENT

THIS WORK FOR HIRE AGREEMENT by and between _____, whose address is _____, hereinafter referred to as "Company", and _____, whose address is _____ hereinafter referred to as "Contractor."

WHEREAS, Company is engaged in publishing, marketing and sale of advertising; and

WHEREAS, Contractor desires to provide services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is agreed as follows:

DESCRIPTION OF SERVICES. Beginning on _____, Contractor will provide the following services (collectively, the Services: Telemarketing services to create an interest in advertising in magazine, and to establish appointments for specified Company sales reps. Contractor understands that there are standard performance quotas that must be met, and that failure to do so could result in the termination of this Agreement. Contractor shall provide services at his/her convenience. Company understands that the Contractor will provide services on a part-time basis, devoting such time to the provision of services as the Contractor may from time to time determine. Contractor agrees to set a minimum of ten (10) qualified appointments for assigned sales reps per week.

PAYMENT FOR SERVICES. Company will pay compensation to Contractor the amount of _____ percent of the first months advertising monthly revenue should the set appointment result in a sale by the assigned sales rep. Payment of commissions will be within ten (10) days of receipt of payment by the advertiser.

TERM/TERMINATION. This Agreement may be terminated by either party upon five days written notice to the other party.

EXPENSES. Contractor shall pay for all costs associated with performing services. This shall include all vehicle expenses, such as: gas, maintenance, insurance, etc., and all other costs, such as meals, telephone services, office, forms, internet services etc..

RELATIONSHIP OF PARTIES. It is understood by the parties that Contractor is an independent contractor with respect to Company, and not an employee of Company. Company will not provide fringe benefits, including health insurance benefits, paid vacations, or any other employee benefit, for the benefit of Contractor.

WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the Work Product developed in whole or in part by Contractor in connection with the Services shall be the exclusive property of Company. Upon request, Contractor shall sign all documents necessary to confirm or perfect the exclusive ownership of Company to Work Product.

CONFIDENTIALITY. Contractor will not anytime, or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner any information that is proprietary to Company. Contractor will protect such information and treat it as strictly confidential. This provision shall

continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Contractor shall return to Company all records, notes, documentation and other items that were used, created, or controlled by Contractor during the term of this Agreement.

INJURIES. Contractor acknowledges Contractor's obligation to obtain appropriate insurance coverage for the benefit of Contractor (and Contractor's employees, if any). Contractor waives any rights to recovery from Company for any injuries that Contractor (and/or Contractor employees) may sustain while performing services under this Agreement and that are a result of the negligence of Contractor or Contractor's employees.

IDEMNIFICATION. Contractor agrees to indemnify and hold Company harmless from all claims, losses, expenses, fees, including attorney fees, cost, and judgments that may be asserted against Company that result from the acts or omissions of Contractor, Contractor's employees, if any, and Contractor's agents.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of parties, and there are no other promises or conditions in any other agreement whether oral or written.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.

PARTY CONTRACTING SERVICES:

By: _____ Date Signed: _____
Rick Priolo, Publisher

SERVICE PROVIDER:

By: _____ Date Signed: _____
