

Editorial Agreement

- 1. Submission:** The Editor/Coordinator/Manager (hereinafter referred to as “Manager”) will set the specific date by which an article/photo gallery/video/podcast (hereinafter referred to as “Content”) must be submitted. Content submitted to the Manager may be copy edited and/or edited then published onto the website. Photographs and videos are posted directly to the website, CMS or affiliated platform by the Photographer or Videographer with a notification sent to the Manager. Late Content will not be posted on the website. Please confirm with your Manager if you are uncertain of a set deadline or need an extension.
- 2. Timeline:** Writer/Photographer/Videographer (hereinafter referred to as "Consultant") should pitch their ideas to the Manager at least 3 weeks before the start of the event they would like to cover. If the pitch is accepted, the Consultant will receive an official assignment and deadline. Consultant should pitch their ideas towards the beginning of the run of an ongoing event. If the Content is produced too late into the run, the Content will not be posted. (Some exceptions may apply).
- 3. Original Content:** All Content submitted to SF Station must be the original work of the Consultant and not have been published in any capacity prior to submission and publication on SF Station. All submitted Content is subject to copyediting and/or editing by the SF Station editorial staff.
- 4. Re-publication:** SF Station has the right to re-publish all Content submitted as it sees fit. Content may also be distributed throughout all and any Boulevards New Media sites, partners and affiliates. Consultant may re-publish their work only on their personal website or publication, but must put a link directly to their Content piece on SF Station. Consultant cannot re-publish their Content on any other local programs, websites, newspapers, magazines, materials, radio stations, television or other media for a period of one year after it is first published on SF Station. Content produced through Live Nation and its affiliates can only be published exclusively on SF Station due to proprietary rights.
- 5. Length:** Articles should be 200 - 500 words depending on the assignment. (500 words maximum unless discussed otherwise with their Manager).
- 6. Payment:** Consultant will be paid a fee (\$_____), as agreed upon with their Manager prior to submission, per Content piece (not per hour) after selection and publication by SF Station.
- 7. Passes/Benefits:** SF Station will provide Consultant with complimentary passes to events and venues that they are covering. In addition, Consultant should feel free to ask for complimentary passes to any SF Station sponsored event, even those events that they do not plan to cover, and SF Station will do its best to obtain those passes.

8. **Refusal:** SF Station reserves the right to refuse any submitted Content at its sole discretion. If the Content is not published, Consultant will not be paid for their piece.
9. **Section Requirements:** Additional assets and information are required to accompany each Content submission (e.g., business information and addresses, star ratings, venue location, etc.) depending on Content piece. Please contact your Manager for more information or review previously published pieces. If you are posting photographs, make sure you add your by-line, the band/musician/party/event being covered, the venue, and the date of event.
10. **Expenses:** SF Station agrees to reimburse Consultant for expenses incurred due to a consulting assignment only if preauthorized in advance by SF Station.
11. **Termination:** Either SF Station or Consultant can terminate this Agreement at any time upon no less than 14 days advanced written notice. In the event of non-performance on the part of Consultant, SF Station can terminate this Agreement immediately. Consultant shall be compensated for all services performed through the date of termination. If Consultant does not pitch, submit or fails to interact with SF Station for a period of three months or more, SF Station has the right to terminate this Agreement.
12. **Status of Consultant:** Consultant enters into this Agreement as, and intends to continue to be, an Independent Contractor.
13. **Confidential Information:** In connection with the performance of services under the Agreement, Consultant and its personnel may have access to SF Station's confidential business, email, and other technical information. Information may be confidential whether or not identified or marked as confidential. Consultant shall hold all such confidential information acquired from SF Station in confidence, and shall not disclose such information to any third party or use such information without prior written consent by SF Station.
14. **Proprietary Rights:** All information, materials, content, photographs, video footages, podcasts, methodology produced by Consultant for SF Station's sole use shall remain the sole property of SF Station and shall not be used, in any manner, by Consultant in connection with programs, websites, newspapers, magazines, materials, radio stations, television or other media for any other person or entity for whom Consultant provides services unless first approved by SF Station or after one year since it was first published on SF Station. Consultant agrees that any right or interest which Consultant may, for any reason, obtain in said information, materials, content, photographs, video footages, podcasts, methodology are hereby transferred and assigned to SF Station as SF Station's proprietary content. Consultant further warrants that all information, materials, content, photographs, video footages, podcasts, methodology developed for SF Station, whether at SF Station's specific

request or the Consultant's own initiative; do not include proprietary information of any third party.

15. **Liability:** Consultant shall save, defend and hold harmless SF Station and its officers, agents and employees from and against any and all claims, demands, loss, cost, liability and expense, including reasonable attorneys' fees, including but not limited to claims arising out of injury to or death of any person (including the officers, agents and employees of SF Station or of Consultant) or damage to or destruction of any property fault or negligence of Consultant or the fault or negligence of any personnel furnished by Consultant to SF Station hereunder.
16. **Taxes and Benefits:** Consultant shall not receive vacation pay, sick pay, retirement benefits, profit-sharing, or any other employee benefits from SF Station. SF Station shall neither withhold Federal or State income tax against Consultant's fees, nor pay Social Security (FICA), State Unemployment, or other employment taxes with respect thereto. Consultant shall treat all fees received as business income for Federal and State tax purposes.
17. **Sole Agreement:** This Agreement shall supersede all prior Agreements and understandings between the parties with respect to the subject hereof. This Agreement may not be changed or terminated orally by or on behalf of either party.
18. **Assignment:** Consultant shall not assign this Agreement or any part thereof without the written consent of SF Station.
19. **California Law:** This Agreement is deemed to be made under and shall be construed according to the laws of the State of California.

Please Print and Sign this page. Then send it to...

SF Station

Att: Managing Editor
1475 Folsom Street, Suite 200
San Francisco, CA 94103

Or fax it to 415.552.5587

By signing this Editorial Agreement, you are indicating that you have read and fully understand this Agreement. For your convenience, you may download and print the PDF version of this document (Adobe Acrobat required).



PRINT FIRST & LAST NAME

SIGNATURE

DATE

MAILING ADDRESS

SOCIAL SECURITY NUMBER

E-MAIL ADDRESS

PHONE NUMBER

ARE YOU A WRITER, PHOTOGRAPHER OR VIDEOGRAPHER?

WHAT CATEGORY ARE YOU INTERESTED IN?