

## RIGHTS AGREEMENT

### New York City Voices

This agreement will set forth our agreement with you as a freelance contributor to **New York City Voices**.

It applies to **New York City Voices** and other magazines, newspapers, periodicals, newsletters, websites and any other publications of ours, our successors or affiliates, whether now existing or developed in the future, in any and all media (the "Publications").

1. The terms of this agreement are applicable to each article you write pursuant to an assignment by us (the "Article"). At the time of each assignment, we will agree upon a delivery date for the Article.
2. You represent and warrant to us that the Article will be original to you, not published elsewhere and not in the public domain, and that the article will contain no material that infringes or violates any personal property rights of others or that constitutes defamation, invasion of privacy, an infringement of the intellectual property right of any third person, or is otherwise unlawful. If requested by us, you agree to provide us with pertinent source materials for the purpose of pre-publication review for accuracy and libel or in the event of any legal action arising from the Article's publication. It is understood that we shall have no obligation to publish the Article. If we do publish the Article, it will carry your byline.
3. In consideration for any publication of your Article and the anticipated publicity resulting therefrom, whether or not published, you grant to us the following rights:
  - (a) all worldwide rights, title, and interest in the Article, including but not limited to: (i) all copyrights and other intellectual property rights, for all purposes, in all languages and in any form or media, whether now known or hereafter developed; (ii) the right to republish the Article in the Publications; and (iii) the right to license the rights granted hereunder to third parties, including the right to license the Article for publication or distribution in any form or media, whether now known or hereafter developed; and
  - (b) the right to use your name, likeness, photograph and biographical material in connection with the advertising, publicity or promotion of your Article as it relates to the Publications.
4. Following first publication of the Article in one of the Publications, you will have the right to (a) request our written consent to a one-time, royalty-free license to republish the Article in a publication or website that, in our judgment, is not competitive with the Publications and (b) republish the Article if the republication is for distribution of the Article internally within your organization, whether via the organization's intranet, internal email or hard copy, or for distribution by you or your organization directly via the organization's official website or by paper copy to its clients or potential clients. If requested by you, there will be no charge for such consent. In order to obtain our written consent, please e-mail **New York City Voices** or send a request by facsimile to **New York City Voices**, Attention: Reprint Manager. In every instance in which you republish the Article, you agree to include the following, modified, if necessary, for the issue date, the name of the publication or the year in which the Article was published: "This article is reprinted with permission from the [ISSUE DATE] issue of [PUBLICATION NAME]. © [PUBLICATION YEAR] New York City Voices.. Further duplication without permission is prohibited. All rights reserved." In addition, you agree to use reasonable efforts to ensure that the party receiving the Article will not redistribute it and will not use it for commercial purposes. <New York City Voices>
5. This agreement contains the entire and complete understanding of the parties and shall be governed by the laws of the State of New York, without reference to conflicts of laws and without regard to its location of execution or performance. Any equitable, civil or criminal action arising under this agreement shall be heard in the federal or state courts of the State of New York and each party consents to the personal jurisdiction of such courts. This agreement can only be changed by a letter in writing signed by each of us.