

CONTENT CONTRIBUTION AGREEMENT

This CONTENT CONTRIBUTION AGREEMENT (the "Agreement") is made between **Behind The Shutter.com, LLC** (the "Company") and _____ (the "Writer").

In consideration of the Company's willingness to accept and publish certain written content, including any and all related digital and printed imagery, provided by Writer (collectively the content and the related imagery are hereinafter referred to as the "Article") and the receipt of the Content Fee, provided herein, along with other good and valuable consideration, the Writer agrees as follows:

1. Company shall have the unlimited right to publish the Article (including the right to make internal and promotional use of all or part of the Article) in Shutter Magazine / Behind the Shutter (the "Magazine"), in any and all print and electronic formats, including but not limited to the right to republish the Article, in whole or in part, in future issues of Magazine. Additionally, Company shall have the right to publish, without incurring any additional payment obligations to the Writer, in print or electronic format, for publicity and any other purposes, as deemed appropriate by Company. The Article shall be credited to Writer upon publication. Such electronic media rights shall include, but shall not be limited to, the website, social media accounts, and advertising sources for the Company, the Magazine, or either of their affiliates.
2. Company shall pay the Writer \$ 300 per article (the "Content Fee"), due and payable within _____ (30) days after the date of first publication. Unless otherwise agreed to, in writing and in advance, the Content Fee shall be the sole source of compensation from Company to Writer and Company will not be responsible to pay any third party service fees, or other expenses incurred by Writer in furtherance of the Article. Writer agrees that Company shall have the exclusive license and right to use the Article, and any excerpts therefrom, for a period of sixty (60) days from the date the Article is first published.
3. Writer represents and warrants that: (a) the Article is the original work of the Writer and that Writer has the full power to enter into this Agreement; (b) other than as previously disclosed to Company, in writing, the Article has not been previously published, by any source, in whole or in part; (c) other than as previously disclosed to Company, in writing, no other agreement to publish the Article is now outstanding; (d) no part of the Article violates or infringes upon any registered or common law copyright; (e) there are no rights, licenses, or commitments of any nature outstanding in favor of anyone who would or might impair or interfere with the rights granted hereunder; (f) the Article contains no statement known to be false, is free of any libel or slander, and is in no other way defamatory.
4. Writer agrees to indemnify and hold Company harmless from any liability to any third party, arising out of Writer's breach of any of the representations or warranties contained herein, and to pay any and all costs and attorney fees incurred by the Company as a result of having to defend itself against any legal claims brought as a result of such breach by Writer. The obligations under this section shall survive the expiration or other termination of this Agreement.
5. This Agreement shall be construed in accordance with, and all actions arising under or in connection therewith shall be governed by, the laws of the State of Missouri (without reference to conflict of law principles). Should either the Writer or the Company, or any heir, personal representative, successor, or permitted assign of either party resort to legal proceedings to enforce this Agreement, the prevailing party (as defined by Missouri law) shall be awarded, in addition to such other relief as may be granted, reasonable attorneys' fees and costs incurred in connection with such proceeding.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the _____ day of _____, 20____.

Writer's Signature

Printed Name

Behind The Shutter.com, LLC

By: _____

Name: _____

Title: _____