

Agreement for Publication Without Compensation

This is an Agreement between the Creator whose signature appears below (“Creator”) and the Times Publishing Company (“TPC”) concerning Creator’s submission of one or more Original Works (“the Works”) to TPC for possible publication.

1. Warranties of Authorship. Creator hereby warrants that each Work (whether textual or graphic) is his or her own original work of authorship, that he or she owns the Work with full authority to license TPC to publish it, and that the Work is not plagiarized or otherwise an infringement upon the rights of any third parties.

2. License. Unless otherwise agreed in writing, Creator retains ownership of the copyright in the Work, whether published by TPC or not. However, Creator hereby grants to TPC, without payment or royalty of any kind, the fully paid-up worldwide rights to publish, republish, create derivative works from, adapt, display, edit, modify, perform, distribute, transmit, reproduce, anthologize, compile, use, disseminate, or otherwise communicate the Work in print, on the World Wide Web, or in any other medium (including but not limited to CD-ROM, videotext, microfilm, mobile text or video) or any other electronic or digital format or database now known or hereafter invented or devised. The grant of rights includes the right to publish and display the Work as a separate, isolated work that appeared in a TPC publication; or as a part of a compilation or other collective work, including work different in form from the first publication and whether or not the Work may be individually searched, accessed, perceived or retrieved; and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised; and to transfer or sublicense any of these rights.

3. Limited Exclusivity. TPC’s rights in the Work shall be exclusive for a period of three (3) days after its first publication by TPC whether in print or digital format. Thereafter, without royalty or payment of any kind due to TPC, Creator shall have the right to sell or license the Work to any third party, to display, publish, perform, create derivative works from, distribute, or otherwise transmit or make use of the Work in any format or medium, or otherwise to make use of the Work as its owner, without geographical restriction, subject only to the rights granted herein to TPC. Upon Creator’s resale, re-license or subsequent publication of the Work, Creator may also publish the fact that the Work was first published in the *Tampa Bay Times*, *tbt**, or on *tampabay.com*, whichever is applicable. However, Creator may not use images of TPC logos without specific permission of TPC.

4. Independent Contractor Relationship. Creator affirms that he or she is furnishing the Work(s) as an independent contractor and not an employee of TPC or any of its affiliates for any purpose. Neither party intends to create an employer-employee, joint venture, agency, partnership, or franchise relationship with the other. Creator hereby indemnifies and holds harmless TPC for all losses, injuries or damages, including personal injury or death, resulting to Creator or third parties as a result of Creator’s creation and provision of Works pursuant to this Agreement.

5. General Provisions. This Agreement may not be modified except in writing signed by both parties. This Agreement shall be governed by the laws of the State of Florida. Venue for any legal action arising out of this Agreement shall be in the court of appropriate jurisdiction in Pinellas County, Florida. In the event that any provision of this Agreement shall be held to be unenforceable by a court of law, the unenforceable provision shall be severed from this Agreement and the remaining provisions shall be enforceable to the maximum extent permitted by law consistent with the parties' expressed intent.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement:

CREATOR

TIMES PUBLISHING COMPANY

Signature

By

Date

Date

Printed Name

Printed Name

Telephone Number

Street Address

City, State & Zip Code

PARENT OR GUARDIAN (if entrant is younger than 18)

Signature

Printed name

Date