

Content Writers Subcontractor Agreement



This Content Writers Subcontractor Agreement is made this _____ day of _____, _____
by and between **Volume 9 Inc**, a Colorado company (hereafter "Company"), and _____
_____ (hereafter "Content Writer").

Recitals

A. Volume 9 Inc is in need of assistance in the following areas:

B. Content Writer has agreed to perform work for Volume 9 Inc.

Agreements

In consideration of the mutual covenants set forth in this Agreement, Volume 9 Inc and Content Writer hereby agree as follows:

1. Specifications:

Subcontractor shall be available and shall provide the following efforts and services:

2. Compensation:

Company will compensate Subcontractor on the following basis:

Content Writers will submit itemized invoices for services performed under this Agreement, itemizing in reasonable detail the date on which services were performed, the name of the articles, and any other relevant information.

Volume 9 Inc shall pay Content Writer upon acceptance of content and receipt of invoice on the 15th and 30th of each month. (Net 15)

Content Writers Subcontractor Agreement



Volume 9 Inc will pay Content Writer for the following expenses incurred under this Agreement:

NONE

3. Independent Contractor:

Nothing herein shall be construed to create an employer-employee relationship between the parties. The consideration set forth above shall be the sole payment due to Content Writer for services rendered. It is understood that Volume 9 Inc will not withhold any amounts for payment of taxes from the compensation of Content Writer and that Content Writer will be solely responsible to pay all applicable taxes from said payment, including payments owed to its employees and subagents.

4. Insurance:

Subcontractor will carry general liability, automobile liability, workers' compensation, and employer's liability insurance in the amount of N/A. In the event Content Writer fails to carry such insurance, or such insurance coverage lapses while this Agreement is in effect, Content Writer shall indemnify and hold harmless Volume 9 Inc, its agents and employees, from and against any such damages, claims, and expenses arising out of or resulting from work conducted by Content Writer and its agents or employees.

5. Standards:

All work will be done in a competent manner in accordance with applicable standards of the profession and any specific requirements of Volume 9 Inc contracts with clients, and all services are subject to final approval prior to Volume 9 Inc's payment.

6. Warranties:

Content Writer shall make no representations, warranties or commitments binding Volume 9 Inc without Volume 9 Inc's prior written consent.

7. Confidentiality:

In the course of performing services, the parties recognize that Content Writer may come in contact with or become familiar with information which Volume 9 Inc or its clients may consider confidential. This information may include, but not limited to, information pertaining to design methods, pricing information, or work methods of Volume 9 Inc, as well as information provided by clients of Volume 9 Inc for inclusion in work to be developed for clients, which may be of value to competitors of Volume 9 Inc or its clients.

Content Writer agrees to keep all such information confidential and not to discuss what evolved any of it to anyone other than appropriate Volume 9 Inc personnel or their delegates. The parties agree that in the event of a breach of this Agreement damages may be difficult to ascertain or prove. The parties therefore agree that if Client breaches this Agreement, Volume 9 Inc shall be entitled to seek relief from a court of competent jurisdiction, including injunctive relief, and shall be entitled to an award of liquidated damages.

8. Term of Agreement:

This Agreement shall begin on the date of the agreement for a period of one (1) year with automatic one (1) year renewal periods. This agreement can be terminated by Volume 9 Inc or Content Writer with written notice, with or without reason.

9. Communication:

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, by first-class regular mail, addressed to the other party's last known address.

10. Entire Agreement:

This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understanding, whether written or oral. No amendment, extension, or change of the Agreement shall be binding unless it is in writing and signed by all of the parties hereto.

11. Binding Effect:

This Agreement shall be binding upon and shall inure to the benefit of Volume 9 Inc and to Volume 9 Inc's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Subcontractor of any of its rights or obligations hereunder to any third party without Volume 9 Inc's prior written consent.

12. Ownership Rights:

All plans, ideas, improvements or inventions developed by Content Writer during the term of this Agreement shall belong to Volume 9 Inc and/or its clients for whom work is being performed by subcontractor. Subcontractor shall, however, retain the right to display works s/he creates for Volume 9 Inc in their portfolio, subject to Volume 9 Inc's written approval in advance, said approval not to be unreasonably withheld.

13. Non-compete:

Content Writer agrees to not perform business for or solicit business from Client for a period of 2 (two) years the date this Agreement is terminated without written permission from Volume 9 Inc.

Content Writers Subcontractor Agreement



14. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue shall be in the Denver County, Colorado Superior Court. The prevailing party shall be entitled to recover its reasonable attorney fees and statutory costs. To any portion of this Agreement declared unenforceable, that portion shall be construed to give it the maximum effect possible, and the remainder of this Agreement shall continue in full force and effect.

Each party represents and warrants that, on the date first written above, they are authorized to enter into this Agreement in entirety and duly bind their respective principals by their signature below:

EXECUTED as of the date first written above.

Volume 9 Inc

By: _____

Title: _____

Date signed: _____

By: _____

Print name: _____

Date signed: _____