

## GUEST WRITER AGREEMENT

This Guest Writer Agreement (this "Agreement") is made effective as of (Enter Date) ( \_\_\_\_\_ ), by and between Bookhaven Press of 302 Scenic Court, Moon Township, PA 15108, (412) 494-6926 and (Enter Name) \_\_\_\_\_, of (Address) \_\_\_\_\_, phone number ( \_\_\_\_\_ ). In this Agreement, the party who is contracting to receive the services shall be referred to as "the "Company," and the party who will provide the services shall be referred to as "Service Provider."

### W I T N E S S E T H

**WHEREAS**, the Company desires to accept articles and content for the Company's Federal Employees Retirement Planning Website at <http://federalretirement.net>, and the Service Provider desires to contribute articles and site content to the Company, upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, the parties hereto hereby covenant and agree as follows:

#### 1. SERVICE PROVIDER

(a) The Company hereby will accept draft articles and content for [www.federalretirement.net](http://www.federalretirement.net) under the conditions specified in this agreement for a period of one year (the "Consulting Period") commencing on the Effective Date. This agreement shall automatically renew upon the same terms unless terminated by either party as noted in Section 8. Service Provider agrees to provide the Company, in accordance with the terms and conditions of this Agreement, such professional services (the "Work") as are described under Section 2 of this Agreement, as amended from time to time by agreement of the parties.

(b) The Service Provider shall submit articles to the Company's Representative, Dennis Damp at [bookhaven@aol.com](mailto:bookhaven@aol.com). The parties hereto agree that the Service Provider wishes to write articles and contribute content to [www.federalretirement.net](http://www.federalretirement.net)

(c) Each party will be and act as an independent contractor and not as an agent or partner of, or joint venturer with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

#### 2. DESCRIPTION OF SERVICES.

Beginning on effective date, the Service Provider shall provide, (collectively, the "Services"): A prepared article for publication on [www.federalretirement.net](http://www.federalretirement.net). The Service Provider is not obligated to submit anything other than what they choose to at the time they choose on their desired schedule. The following article submission requirements are:

- A) Submitted articles are to be 500 to 1500 words written in either Microsoft Word, ASCII Text, or Word Perfect and submitted via email to [bookhaven@aol.com](mailto:bookhaven@aol.com).
- B) Articles can be on any retirement benefits, finance, or lifestyle subject that the Service Provider has information to impart to our site visitors.
- C) Comments received for submitted articles will be forwarded to the author. The author has the option to reply to comments if they desire. If the author replies to a comment, the author **MUST** submit a copy via email to [bookhaven@aol.com](mailto:bookhaven@aol.com) for our records and for posting on the site if deemed appropriate. Since authors don't have access to the person's OPF, replies must include options and recommend that they discuss this situation with their assigned personnel specialist or direct them to their benefits coordinator if still employed or if retired direct to OPM's retirement website or hotline at 1-888-767-6738 to insure all issues are addressed. The following closings must be used as noted below:

*Final closing for question replies:*

The information contained herein is based solely on the limited information provided in sender's original query. To ensure the accuracy of our reply and that all aspects of your personal situation is addressed, contact your benefits coordinator and ask them to review your official personnel file and circumstances concerning this issue. Retirees should contact the OPM retirement center. Our reply is not intended nor should it be considered investment advice. Our reply is time sensitive. Over time, various dynamic economic factors relied upon as a basis for our response may change.

*Final closing for articles:*

The information provided may not cover all aspect of unique or special circumstances and federal regulations are subject to change. To ensure the accuracy of this information, contact your benefits coordinator and ask them to review your official personnel file and circumstances concerning this issue. Retirees can contact the OPM retirement center. Our reply is not intended nor should it be considered investment advice. Article content and questions replies are time sensitive. Over time, various dynamic economic factors relied upon as a basis for articles and responses may change.

### 3. COMPENSATION

The Service Provider agrees that no compensation will be paid by the Company for contributed articles or for any other activities associated with this agreement. The Company will not pay royalties, expenses or any other compensation of any kind for services provided. However, the Company will provide direct internet web links to the Service Provider's web site and include a bio on the Guest Writer page. The Service Provider may also include links to their web site in all submitted articles.

### 4. WORK PRODUCT OWNERSHIP.

Any copyrightable articles (collectively, the "Work Product") developed in whole or in part by the Service Provider in connection with the Services shall be the exclusive property of the Service Provider. The Service Providers extends unlimited and unrestricted use rights of all submitted articles and content to the Company. These rights will survive this agreement and the Company retains the right to continue to use all submitted articles and content in any published work including but not limited to [www.federalretirement.net](http://www.federalretirement.net).

### 5. CONFIDENTIALITY.

Service Providers will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Service Provider, or divulge, disclose, or communicate in any manner any information that is proprietary to the Company. Service Provider will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.

### 6. REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER

Service Provider represents and warrants that the Service Provider:

- (i) is the sole author of Works developed under this Agreement; and
- (ii) has the lawful right to enter into this Agreement.

## 7. INDEMNIFICATION

Service Provider shall, at its sole expense, defend, indemnify and hold Company and its affiliates (and their respective officers, directors and employees) harmless from and against any and all suits, proceedings and claims arising out of or relating to (i) the infringement or alleged infringement of any patent, copyright, trade secret or other proprietary right of any third party, arising out of or relating to any of the Services provided hereunder or the Works delivered hereunder, and (ii) Service Provider's negligence, misconduct or breach of any representation, warranty or other provision of this Agreement, and shall pay any resulting judgment or settlement, provided that Service Provider is given prompt notice of any such suit or claim. Company may, at its own expense, assist in such defense if it so chooses, provided that Service Provider shall control such defense and all negotiations relative to the settlement of any such claim.

## 8. TERM/TERMINATION.

The term of this Agreement shall be for one year from the date this Agreement is signed and shall automatically renew upon the same terms unless terminated by either party, or unless changed by mutual agreement. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

## 9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT FOR SERVICE PROVIDER'S OBLIGATIONS OF INDEMNIFICATION UNDER SECTION 7, NEITHER PARTY WILL BE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND - INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA - ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT), REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. MOREOVER, COMPANY'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED HEREUNDER (WHETHER PARTIAL OR OTHERWISE) REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED \$2,500.

## 10. MISCELLANEOUS.

The Service Provider hereby gives the Company permission to publish the Service Provider's articles and content on the [www.federalretirement.net](http://www.federalretirement.net) Web site, or in any published work of the Company subject to the terms and conditions of this agreement. The Company has the right to accept or reject all submitted articles and content without exception or explanation to the Service Provider. The Service Provider also gives the Company the right to edit submitted articles and content as they see fit.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Service Provider agrees to comply with all applicable local, national and international laws, including but not limited to laws relating to labor and employment, data privacy, data access and use, and intellectual property. This Agreement contains the entire understanding of the parties with respect to the transactions and matters contemplated hereby, supersedes all previous communications, understandings and agreements (whether oral or written), and cannot be amended or waived except by a writing signed by all of the parties. If any provision of

this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect. This Agreement shall be construed in accordance with the domestic laws of the Commonwealth of Pennsylvania, without reference to the conflicts of laws principles thereof. The parties further hereby consent and agree that the state courts of Pennsylvania or the federal courts located in Pittsburgh, Pennsylvania shall be the exclusive forum to hear and determine any claims or disputes between the parties pertaining to this Agreement or to any matter arising out of or relating to this Agreement, and the parties hereby consent to the personal jurisdiction and venue of such courts. Each party's performance under this Agreement is subject to force majeure. All notices given hereunder shall be given by first class mail, return receipt requested, or overnight courier, to the respective addresses set forth above, and shall be deemed given upon actual delivery thereof. This Agreement is non-exclusive to the parties hereto.

**Party contracting services:**

**Bookhaven Press**

**By:**

\_\_\_\_\_  
**(Bookhaven Press LLC) Dennis V. Damp**  
**Owner**

**Service Providers:**

**(Name) Print** \_\_\_\_\_

**By:**

\_\_\_\_\_  
*(Signature)*

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