

EDITORIAL CONTRACTOR AGREEMENT

The agreement (the "Agreement") is made this ____ day of _____, 20__ , by and between _____ (the "Contractor") and Kates-Boylston Publications.

In consideration of the mutual covenants made herein, the parties agree as follows:

Services to be Provided by Contractor. Contractor agrees to submit, on his or her sole initiative, written articles or manuscripts to the Publisher on such subjects and topics as the Contractor and Publisher may agree in writing from time to time, the specifics will be set forth on a Schedule to this Agreement, which will be made a part hereof, as may be updated or supplemented from time to time (the "Materials"). The manner and method of producing these Materials is solely at the discretion of Contractor. Publisher has no right of control over Contractor's manner or method of performance under this Agreement. Contractor will submit Materials in accordance with the schedule of copy deadlines supplied to Contractor by the Publisher. Contractor will follow Publisher's professional standards including accuracy, fairness, clarity and editorial style and approach and by signing below Contractor hereby acknowledges and agrees that Contractor has read, understands and agrees to abide by Publisher's Publishing Guidelines, a copy of which are attached hereto as Exhibit A.

Grant of Rights. The Materials shall be considered "works-made-for-hire" to the extent permitted by law and the copyright and all other proprietary rights, title and interest in the Materials shall be owned by Publisher as their author. The Contractor for good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, transfers, and assigns exclusively to the Publisher all right, title, and interest in and to the Materials and all upkeep, revisions thereof, and derivative works there from, including but not limited to all rights of copyright under current laws of the United States and any renewals, extensions, or revival thereof and the right to secure copyright under the laws of any other country throughout the world, and the right to sue and to bring any action or proceeding with respect to said Materials, and the right to grant any part of all of these rights to third parties, and all rights to the title of the Materials.

(NOTE: Kates-Boylston Publications agrees that Mayra Ruiz-McPherson can make use of these materials in her own e-newsletter, Web site, conferences, etc. and in non-competing funeral trade publications. Kates-Boylston asks Mayra Ruiz McPherson to not republish work that she submits to Kates-Boylston in the following publications: The Director, ICCFA Magazine, YB News, Mortuary Management and other direct competitors)

The Publisher's exclusive rights include, without limitation, the right to reproduce, use, adapt, publish, license, sell, and distribute copies of the Materials, or selections therefrom, whether in print, audiovisual, electronic, mechanical, digital, magnetic, or other formats or media, whether now known or hereafter developed; the right to prepare translations and derivative works based upon the Materials; the right to collect the Materials or modifications or derivatives thereof with other works in any form of expression, including, without

limitation, audio, video, graphics, animation, text, and/or data in creating a revised version of the Materials; and the right to authorize others to do all of the foregoing.

The Contractor hereby appoints the Publisher as the Contractor's attorney-in-fact to execute any documents the Publisher deems necessary to record, enforce, and protect the rights granted under this Agreement.

At the request of the Publisher, the Contractor agrees to execute the short form assignment attached to this Agreement as Exhibit B for recording with the U.S. Copyright Office with respect to any Materials produced by Contractor in connection with this Agreement and authorizes the Publisher to execute and file any other documents on the Contractor's behalf for purposes of recording or protecting the rights granted to the Publisher under this Agreement.

Representations and Warranties of Contractor. The Contractor warrants and represents that he has the full power and authority to enter into this Agreement and grant the rights herein; that the Materials are the Contractor's original work and are not owned by any third party, except for material in the public domain or material from other works which is included with any necessary written permission from the rights owner; that the Materials do not contain any matter which is libelous, injurious, or in violation of any right of copyright, trademark, privacy, or any other right of any person or entity, or any governmental law or regulation; that the Materials have not been previously published in any manner or medium; and that he/she will indemnify and hold the Publisher, and its licensees, affiliates, agents, customers and assigns, harmless from all damages, costs, and expenses (including attorneys' fees) arising by reason of any claim inconsistent with the above warranties and representations. The provisions of this paragraph shall survive any termination of this Agreement.

Format and Style. The Publisher shall have the right to make final decisions concerning the format, style and substance of the published Materials. Publisher shall have sole and absolute discretion as to whether or not the Material submitted by Contractor will be published [in _____].

Marketing and Use of Contractor's Name. The Publisher has the right to decide whether or not to publish the Contractor's name in the Materials as the author. The Publisher will market, advertise, and promote the Materials as it deems proper and at its sole cost and expense. The Publisher shall have the right to use the name and likeness of the Contractor, and all persons constituting the Contractor, in connection with marketing, promoting, and advertising the Materials.

[Conflicting Interests of the Contractor. Contractor warrants that he will not hereafter prepare or edit any competitive work on the same subject as the Materials for a period of [two] years from the signing of this Agreement, without the prior written consent of the Publisher. The Publisher agrees that it will not unreasonably withhold such consent. The term "competitive work" shall not include individual _____ *[In this concept is included may want to further define by example (instead of by exclusion) what constitutes "competitive work"]*. *[Note – this is just a sample "non-compete" covenant. Question as to whether, and to what extent, we want to include such covenants in these types of agreements.]*

Contractor Is Independent Contractor. The parties expressly agree and acknowledge that the relationship created by this Agreement is one of independent contractor. Publisher is not the employer of Contractor, and Contractor is not, and will not be treated as, an employee of Publisher for federal tax purposes, or any other purposes. As an independent contractor, Contractor shall be responsible for the reporting, deposit and payment of any and all federal, state, and local taxes, including but not limited to income taxes, FICA taxes, and unemployment taxes incidental to the performance of, or payment under this Agreement; and Contractor agrees to defend, indemnify and hold Company harmless from any and all claims, damages, liability, attorneys' fees and expenses on account of (i) an alleged failure by Contractor to satisfy any such obligations or any other obligation (under this Agreement or otherwise) or (ii) any other action or inaction of Contractor.

As an independent contractor, the Contractor may engage at the Contractor's own expense whatever assistance the Contractor deems necessary. A request by the Contractor that an assistant or contributor be credited in the Materials or elsewhere will be given due consideration by the Publisher, with the final decision in the Publisher's sole discretion.

The Contractor may at his own expense engage a contributor to write portions of the Materials. The Contractor agrees to indicate said portions in the outline of the Materials previously submitted to the Publisher, with the understanding that the use of a contributor may change as the manuscript is produced. In the event a contributor is so engaged, the Contractor agrees to furnish to the Publisher a fully executed copy of an Editorial Contractor Agreement substantially in the form of this Agreement or in a form satisfactory to the Publisher.

Assignment. Publisher may assign its rights under this Agreement, in whole or in part, but no assignment releases the Contractor from any of his obligations under this Agreement. This Agreement and the services contemplated hereunder are personal to Contractor and Contractor shall not have the right or ability to assign, transfer, or subcontract any obligations under this Agreement without the written consent of Publisher. Any attempt to do so shall be void.

Notices. All notices under this Agreement shall be sent in writing to the Contractor at the address shown below, or at such address as the Contractor shall subsequently furnish to the Publisher.

All notices from the Contractor to the Publisher shall be addressed to:

Publisher

c/o United Communications Group
9737 Washingtonian Blvd, Suite 100
Gaithersburg MD 20878-7364

Attn: General Counsel

Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the executors, administrators, and assigns of the Contractor and the successors and assigns of the Publisher. This Agreement (any Exhibit or Schedule hereto) constitutes the entire agreement between Publisher and Contractor regarding the Materials and is intended as a complete and exclusive statement of the terms thereof. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms and the singular form of names and pronouns shall include the plural and vice-versa. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to the conflicts of laws provisions thereof. Maryland courts (state and federal) shall have exclusive jurisdiction over any controversy relating to this Agreement. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys fees. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have executed this instrument this ____ day of ____, 200__.

Contractor:

Publisher:

Signature

By: _____
President

Name

Name

Publisher

Name

**Schedule
to
Editorial Contractor Agreement**

EXHIBIT A
Publishing Guidelines

See Attached

Exhibit B
COPYRIGHT ASSIGNMENT

_____ (the "Contractor") for good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, set over, and deliver to _____ (the "Publisher") and its successors, licensees, and assigns, all of Contractor's rights of copyright in and to the work tentatively titled _____, including but not limited to all rights of copyright under current laws of the United States and any renewals, extensions, or revivals thereof and the right to secure copyright under the laws of any other country, throughout the world, and the right to sue and to bring any action or proceeding with respect to said work.

IN WITNESS WHEREOF, the undersigned have executed this instrument this ____ day of _____, 200 ____.

Contractor:

Publisher

Signature

By _____

Name

Name

Title