



1445 Lamar Street  
Lakewood CO 802314

Date	
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When countersigned by you, this will constitute a binding agreement, effective on the date set forth above, between *X-Ray Magazine* and you, as follows:

- X-Ray Magazine* hereby engages you to prepare, in Microsoft Word, an original article \_\_\_\_\_ tentatively \_\_\_\_\_ titled \_\_\_\_\_ (the Work). This article will consist of approximately \_\_\_\_\_ words on the topic of \_\_\_\_\_ and in compliance with an *X-Ray Magazine*-approved outline and *X-Ray Magazine* guidelines. In the absence of such guidelines, you will supply your article text as a Microsoft Word file and supply your images in one of the following formats:

  - Screenshots: RGB screen-resolution images with no cropping, or
  - Bitmap images/photos: CMYK 300 DPI (300 PPI) or greater, or
  - Vector: CMYK Adobe Illustrator CS3 (or lower) compatible.
- Timely delivery by you is of the essence. The deadline for your article will be established by the editor and communicated to you. Although printing of this article is planned for \_\_\_\_\_ (date), *X-Ray Magazine* reserves the right to hold this article for print at a future date. This is necessary to preserve the integrity of the magazine and refrain from duplicating topics. However, you, as the author, can request the return of your article from *X-Ray Magazine* rather than have it held for a future issue. If this action occurs, *X-Ray Magazine* is no longer obligated to use the article and all agreements for use of the article will be voided. The deadline for your submission is \_\_\_\_\_ (date).

3. You shall identify with the submission of materials any matter contained therein what copyright or other permission is required from third parties and will supply to *X-Ray Magazine* all details necessary, and shall provide such assistance as *X-Ray Magazine* may request to enable *X-Ray Magazine* to obtain from third parties written permissions for their use in the Work.
4. Apart from any other matter you identify pursuant to paragraph 3, you warrant that all materials will be original with you or in the public domain and will not infringe upon any copyright or other rights of any third party. You also warrant that all materials will be produced and submitted solely for use in *X-Ray Magazine* and you will not provide submitted articles in whole or in part to any other publication. Any images which you have informed *X-Ray Magazine* are original with you, you hereby grant a non-exclusive license to *X-Ray Magazine* to include them in the Work, for distribution worldwide in all languages and in any format or version, by any means and in any media, whether now known or hereafter developed, in perpetuity. *X-Ray Magazine* may edit images or art without affecting the terms of this agreement.
5. Once published, *X-Ray Magazine* shall own all rights, title, and interest in and to all materials of whatsoever kind created by you in connection with the Work. You hereby acknowledge that these materials have been specially ordered and commissioned by *X-Ray Magazine* for use as a contribution to the Work and that all such material shall be considered a work made for hire by you for *X-Ray Magazine*. In the event that any of the materials are deemed not to be works made for hire, you hereby grant, assign, and transfer to *X-Ray Magazine* all rights, title, and interest that you have or will have in and to the copyrights and other intellectual property rights therein.
6. When reviewing software in an article, *X-Ray Magazine* has no obligation to provide specific software needed for that review and the burden of acquiring the software falls to you, the author. In some cases, *X-Ray Magazine* may provide product or software for review, but this in no way obligates them to do so.
7. *X-Ray Magazine* shall have the sole and exclusive worldwide right in perpetuity to use and exploit all or any part of the materials, in any format or version, by any means and in any media, whether now known or hereafter developed. Without limiting the foregoing, you hereby waive any and all claims that you now or hereafter may have in any jurisdiction to the so-called 'moral rights'. You will execute any documents *X-Ray Magazine* may request to evidence, maintain, or protect *X-Ray Magazine's* rights in the materials, and you hereby appoint *X-Ray Magazine* as your attorney-in-fact with full power and authority to execute such documents in the event that you are unable or unwilling to do so.
8. Should an exception be made to paragraph 4, and you and the editor agree to republish or repurpose material for which you or a publisher holds the copyright, paragraphs 5, 6, and 7 will not apply. You will arrange with your publisher for *X-Ray Magazine* to be granted permission to republish or repurpose the work in question with appropriate citation of the original source of that work and indication in print that the work is used with permission of the copyrighted work.
9. In full consideration for all services rendered by you in connection with the Work, *X-Ray Magazine* will provide you with placement of the article that will be deemed as payment for an author's fee.

10. Without limiting its other remedies (including, but not limited to, recovery of amounts previously paid to you), *X-Ray Magazine* may terminate this agreement if you fail to deliver the materials strictly according to the schedule set out in paragraph 2 or if *X-Ray Magazine* determines, in its editorial and marketing judgment, that the materials are not satisfactory.
11. *X-Ray Magazine* shall have the right to use your name and biography in connection with the Work, including any advertising or sales promotion efforts. *X-Ray Magazine* will acknowledge your contribution to the Work, but the manner and placement thereof shall be at *X-Ray Magazine's* discretion.
12. You are an independent contractor and not an employee of *X-Ray Magazine*, and as such you acknowledge that you are solely responsible for any unemployment or disability insurance payments, social security, income tax or other withholdings, and deductions or payments that may be required by any governmental law with respect to any sums paid to you hereunder. Your contract for services is solely with *X-Ray Magazine* and you are not a third-party beneficiary of any contract between *X-Ray Magazine* and any publisher or other third party relating to the Work.
13. This agreement is personal to you and may not be assigned by you. *X-Ray Magazine* may freely assign any of its rights and undertakings hereunder.
14. This agreement shall be governed by and construed under the laws of Colorado as if executed and fully performed therein, without regard to that State's principles of conflicts of laws. Exclusive jurisdiction and venue over all disputes hereunder shall be in the federal and state courts of the State of Colorado, County of Jefferson.

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X-Ray Magazine

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Author

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Date

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Date