

**ARTICLE ACQUISITION AGREEMENT
OGDEN PUBLICATIONS, INC., PUBLISHER**





Author: Daniel Bowman
Magazine: MOTHER EARTH NEWS
Subject: Organic Fertilizer Experiment, with photos
Date: August/September 2022
Length: 1,400 words
Due Date: In house
Total Due: (U.S. dollars): \$400.00
Expenses: prior approval required
Rights Being Acquired: shared rights

This letter will serve to confirm our Agreement with respect to the Publisher's acquisition of the Author's contribution (the "Work"). The Author and the Publisher have agreed as follows:

1. Author represents and warrants that the Work is the Author's original work, that the work is accurate, that the Author has the right to sell the Work, that publication of the Work will not infringe upon any other person's copyright or violate any other rights of any party, including but not limited to rights of privacy and rights relative to defamation, and that the Author has obtained all waivers of rights or releases which may be necessary. Author agrees to indemnify and hold Publisher harmless in the event of any breach of these representations or warranties. Author agrees to cooperate in the defense of any legal action which may be brought against Publisher arising from the publication of the Author's Work and to retain all notes, drafts and copies relating to the Work for three (3) years from publication of the Work. If photos are provided along with the Work, the Author will provide written, signed releases from the photographer(s) and, where necessary, from anyone portrayed in the photographs.
2. In return for the compensation stated above, Author grants the Publisher the right to publish, republish or license the Work in any form, in any country, at any time, including to distribute the Work through syndication services. For a period ending one (1) year after the date the Work is initially published, Author agrees not to republish the Work in any media. After that time, Author retains the right to resell and republish the Work in any form, in any country, at any time, except on websites in competition with the Publisher's websites.
3. Author agrees that all rights granted by this Agreement are applicable in all media including but not limited to, all electronic, optical, digital and other media, whether now known or hereafter invented.
4. Author agrees to provide manuscripts in final form, along with all supporting materials requested by the Publisher, on or before the Due Date and of the agreed upon content and length. If the above-described manuscript and related materials are not received in a form acceptable to Publisher by the Due Date, but are received within seven (7) days thereafter, Author's Compensation may be reduced by twenty-five (25%) percent of the above-stated Compensation. If the manuscript is received in a form acceptable to the Publisher more than one (1) week but less

than two (2) weeks after the Due Date, then the Compensation may be reduced by fifty (50%) percent. If the manuscript is received more than two (2) weeks after the Due Date, the Publisher has the right, at its option, to cancel the assignment, in which event this Agreement shall become null and void and no payment shall be due to the Author.

5. Author grants Publisher the right to edit, condense or alter the Work.
6. In the event that the Publisher finds the Work submitted by Author is unacceptable, Publisher retains the right to reject the Work upon payment of a Kill Fee of twenty-five (25%) percent, or Publisher may give the Author one (1) opportunity to revise it by a mutually agreed upon deadline.
7. Publisher agrees to process Author's invoice for payment within thirty (30) days after publication of the Work.
8. Author acknowledges and agrees that Author is an independent contractor and not an employee of Ogden Publications, Inc.
9. This Agreement represents the entire Agreement of the parties, and any change to this Agreement must be made in writing and signed by all parties hereto. This Agreement shall be construed in accordance with the laws of the State of Kansas. The federal and state courts of Kansas shall have exclusive jurisdiction and venue for the resolution of any disputes.
10. This Agreement is not binding on the Publisher until Publisher receives a signed and completed copy of this Agreement from Author.


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Date of Agreement
OGDEN PUBLICATIONS, INC. By:

Revised 12-23-13