

**Byrne Publishing Group Inc.**  
#10-1753 Dolphin Avenue  
Kelowna, BC V1Y8A6  
Tel 250.861.5399  
Fax 250.868.3040  
www.okanaganlife.com

This agreement ("Agreement") is made between:

Writer's name ("Writer") \_\_\_\_\_

Mailing Address \_\_\_\_\_

Email Address \_\_\_\_\_

and Byrne Publishing Group Inc. ("Okanagan Life") on:

Date ("Effective Date") \_\_\_\_\_

**I. Scope**

The Writer agrees to write the article(s) designated on the attached assignment letter ("Assignment Letter"), or such other Assignment Letters as may be mutually agreed upon by the parties from time to time pursuant to Section IX below (each an "Article" and collectively the "Articles").

**II. Delivery**

The Writer shall deliver the Article(s), in the manner described in this Agreement, to Okanagan Life by the date set forth in the applicable Assignment Letter. Each Article is to be submitted via email to an email address provided by Okanagan Life unless other arrangements are made. Article(s) should be single-spaced with a return after each paragraph, have no indents and be delivered in Microsoft Word or plain text formats. To facilitate fact checking, Writer will also deliver to Okanagan Life a list of sources (including applicable contact information) used in the creation of each Article. At the request of Okanagan Life, the Writer will also provide copies of research documents used in the creation of each Article. It is the writer's responsibility to notify the editorial department of any last-minute changes to the story.

**III. Rewrite/Publication/Editing**

At Okanagan Life's request, the Writer shall rewrite any Article(s) once in order to meet the magazine's normal editorial standards and/or to meet the requirements of the Article(s) as outlined in the applicable Assignment Letter. Okanagan Life has sole discretion as to whether and when to publish any Article(s), and, if published, Okanagan Life may edit, revise, abridge and condense the Article(s) as needed. Okanagan Life has sole discretion over the placement and wording of headlines, subheads, photographs, artwork and captions.

**IV. Rights**

The Writer grants Okanagan Life the following rights for never-been-published works:

- A. The exclusive right to publish all or any parts of the Article(s) for the first time in North America, including in print and online, for a period of 90 days after publication.
- B. The nonexclusive right to use the Article(s) for the promotion and publicity of any of Okanagan Life's publications or services.
- C. The nonexclusive right to reproduce or display the Article(s) on Okanagan Life's website and to archive the Article(s) for access or downloading by users of the website.

From time to time, Okanagan Life will also purchase second rights to previously published works for which Okanagan Life has the nonexclusive right to publish the Article(s) in print and online as well as the rights from points B and C above.

**V. Payment**

Okanagan Life will pay the Writer the fee set forth in the applicable Assignment Letter in accordance with this Agreement within 30 days of the publication of the Article(s). The fees set forth in the Assignment Letter are the sole compensation for performance under this Agreement. Unless otherwise agreed upon, the Writer is responsible for all expenses in preparation of the Article(s). If the Article(s) is not published, a kill fee equal to 50 per cent of the applicable amount will be paid to the Writer. The kill fee does not apply if the Article(s) was not received by the time set forth in the applicable Assignment Letter.

**VI. Writer's Warranties**

The Writer assures Okanagan Life that the Article(s) submitted are original works, never been published before (unless Okanagan Life purchases Article(s) with this agreed upon in advance) and will not infringe upon anyone else's copyright or any other rights. The Writer warrants to Okanagan Life all reasonable care is used to ensure that all facts and statements in the Article(s) are true and accurate and that the Article(s) do not violate anyone's privacy and do not misappropriate anyone's persona or likeness. Upon request, the Writer agrees to provide Okanagan Life with copies of any written notes, transcripts and tape recordings used in the preparation of the Article(s).

**VII. Reprints**

If Okanagan Life chooses to reprint any Article(s) in one or more of its print publications, Okanagan Life will pay the Writer 50 per cent of the fee as set forth in the applicable Assignment Letter for each separate print publication in which the Article(s) is reprinted. Payment will occur within 30 days of publication of reprinted Article(s).

**VIII. Bylines**

If Okanagan Life publishes the Article(s), Okanagan Life will endeavor to give the Writer a byline on said Article(s) and will only omit such credit as a result of inadvertence.

**IX. Future Articles**

From time to time, the parties may mutually agree to subsequent Assignment Letters for additional Articles to be written by the Writer. If Okanagan Life accepts any additional Article(s) for publication, that acceptance will be subject to the agreement by the parties to a new Assignment Letter related to such Article(s). Such agreement may be evidenced by either: (1) both parties have signed the applicable Assignment Letter; or (2) Okanagan Life has submitted the applicable Assignment Letter to the Writer by email, and the Writer has responded by email indicating the Writer's clear and unequivocal acceptance of the terms of such Assignment Letter. Other than the description of the Article, the delivery date, and the compensation to be paid to the Writer for any future Article(s), the terms of this Agreement will govern any subsequent Assignment Letters agreed upon by the parties.

**X. Personal Services Agreement**

In performing the services outlined in this Agreement, the Writer is/was engaged as an independent contractor. It is understood and agreed that the Writer will be responsible for any federal and provincial taxes applicable to fees received from Okanagan Life. It is further understood that, as an independent contractor, the Writer is not eligible for any federal or provincial benefits associated with being an employee of Okanagan Life.

**XI. Term**

This Agreement's term shall commence on the Effective Date, and will terminate upon the expiration of the copyright on the last Article created by the Writer hereunder, including any extension and renewals thereof.

The parties, intending to be legally bound, have executed this Agreement on the dates set forth below.

Writer \_\_\_\_\_

Date \_\_\_\_\_

Okanagan Life \_\_\_\_\_

Print name/position \_\_\_\_\_

Date \_\_\_\_\_

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## Assignment Letter

Dated \_\_\_\_\_

Between \_\_\_\_\_ ("**Writer**") and **Byrne Publishing Group Inc.**  
 ("**Okanagan Life**")

This Assignment Letter is attached to and made part of that certain Freelance Writing Agreement between the parties dated \_\_\_\_\_ (the "Agreement"). The Writer agrees to write the Article described below and as outlined in any attached addendums to this Assignment Letter. Okanagan Life agrees to pay the Writer the compensation set forth below, in accordance with the terms of the Agreement.

Title or subject matter of the Article:

Intended issue:

Due date:

Approximate number of words or characters (with spaces):

Additional information — see attached addendum or see below:

Compensation:

The parties agree that the terms of the Agreement will govern this Assignment Letter.

**PLEASE SIGN AND DATE BELOW:**

Agreed to this day:

\_\_\_\_\_  
Writer

\_\_\_\_\_  
Editor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**If replying by email, please indicate your acceptance to these terms by typing the following text into the body of your email:** I hereby agree to all the terms of the Assignment Letter dated \_\_\_\_\_ between myself and Byrne Publishing Group Inc. [Insert your full name]