

The Writer Client Contract

for eCommerce on The Stuff by Mr. Bohemian



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i. Intro

This Contract is between the website processed Client and Bob Bohemian, the Writer. The Client's name on the submission form is the one this Contract will reasonably rely on.

The Contract's initial processing is dated manually by the Client at the time of processing through The Cotillion website at www.thecotillion.theater.

ii. Definitions

The following is a list of terms for definitive reference:

- **The Right Writes Guarantee™** – The Writer's proposal of unlimited revisions, Client satisfaction, full refunds, and processing fee refunds, as detailed in section 6.2.
- **Full refund** – All of the labor commodity and processing fees of a project are refunded, pursuant to the terms in section 6.2.
- **Partial Refund** – Part of the labor commodity of a project is refunded, while part of the work product created is delivered, pursuant to the terms in section 6.2. Processing fees are not refunded.

- **IP** – Intellectual property
- **Submission Form** – The form on The Stuff that precedes any labor commodity’s placement in the eCommerce cart by the customer. It contains the project’s mandatory fill out form to describe basic information about the Client and their project. It hosts the content criteria for the Client to fill out. Project information is not required to be on the submission form, but the Writer must reciprocally agree to all new project terms in writing. Submitting the submission form is not a binding agreement of the project by the Writer, only by the Client at the time of submission.
- **Processing** – The time range from when the Client first encounters the submission form, to the time the Writer makes a decision to agree, negotiate, or refuse a project.
- **Agreement** – After the submission form is submitted, the Writer will agree to the project, or refuse the project and refund it in full, including processing fees. All subsequent editions to the content criteria, or to the project, must be agreed to by the Writer. A previous agreement does not carry over into new demands from the Client.
- **Content Criteria** – The standards, preferences, and circumstances given by the Client as the criteria of their project for the Writer to adhere to. After the Writer agrees to the project, the content criteria cannot be changed without further agreement from the Writer.
- **Project** – The writing, editing, or other independent writing work requested by the Client and in development by the Writer, under the guidelines of the content criteria. Every project is done per contract.
- **Milestones** – Contracts that make up a whole project. This is done to offer the Client a low-risk payment option for a large project. Agreements and obligations do not necessarily transfer into the next contract of a series.
- **Work Product** – The finished writing or editing product, as well as drafts, notes, materials, mockups, hardware, designs, inventions, patents, code, and anything else that the Writer works on—that is, conceives, creates, designs, develops, invents, works on, or reduces to practice—as part of this project, whether before the date of this Contract or after.
- **Delivery** – When the Writer sends the Client the finished work product to use. The delivery is the exclusive transfer of rights, not including attribution rights.
- **Finalization** – At the time of delivery, and every subsequent revision attempt, the finalization is the Writer’s attempt to end their obligations to the Client by stating that the order is finished. One obligation to note is the Right Writes Guarantee™.
- **Delivery Receipt** – The receipt given by the Writer at the end of each work product delivery that details additional information about the work product for the Client. Some possible information may include a service checklist, citations, user instructions, ownership and licensing information, multiple editions, transparent sourcing, and attribution instructions. Delivery receipt information is variable because of the variable circumstances of each independent contract.
- **The Stuff** – The writing, editing, and miscellaneous services provided by Mr. Bohemian at the subsection of The Cotillion website at www.thecotillion.theater/the-stuff . Work product and services may be referred to as “Stuff.”

- **Labor commodity** – The itemized writing or editing labor for sale by the Writer at The Stuff. Labor commodity is work potential.
- **Partners** – The artists or original suppliers the Writer cooperates with to provide supplemental products or services for the Writer’s prominent products or services. The partners are granted equal attribution for their direct contributions, per project.

1. WORK AND PAYMENT

1.1 Project

The Client is hiring the Writer out of two payment circumstances:

- 1.) the Writer’s pre-set rates listed on the eCommerce shop,
- 2.) at a negotiated rate agreed to by the Writer.
 - The Writer will agree to the project before he is officially hired. The Writer will agree to the project in online writing, such as through email.
 - The Writer is not hired at the signing of the Contract, the submission of the submission form, or the upfront payment transaction.
 - Even if the circumstance is a negotiated price, neither the Writer nor the Client are bound to the obligations of this Contract until there is a processing on the Writer’s ecommerce website to generate an invoice with a signed contract, finalized with the Writer's agreement.
 - The Client’s submission form is not binding for them, or the Writer, until consented to by the Writer.
 - The Writer may reject a project for any reason.
 - If the Writer immediately rejects a processed submission form, the Writer must notify the Client of the refusal along with a full refund, including processing fees.
 - If the Client wishes to avoid the processing on the ecommerce website of The Stuff, then this Contract can be used with an alternate submission form with the Writer's consent in writing. The Client's preferred document will constitute the provisional submission form. The essential content criteria will be reasonably determined at the discretion of the Writer if not explicit. Any alternate means of signing this Contract must involve as little change to the Contract as possible.

1.2 Schedule

- The deadline will be specified by the Client in the submission form.
- Due dates are not guaranteed by the Writer. Their prompt delivery is out of the goodwill of the Writer.
- The Writer will be considered hired and working immediately after agreeing to the processed order.
- The work is not ongoing until there is another contract with a new submission form.
- This Contract can be ended by either Client or Writer at any time, pursuant to the terms of Section 6, Term and Termination.
- The Fastest Delivery extra is a prioritization: It only moves a project to the head of the Writer’s work schedule to receive the earliest completion date. When

multiple Fast Delivery orders from multiple buyers takes place, the consequent buyer will have a consequent delivery, rather than precede the antecedent buyer in cue.

- Extensions are permissible if both parties agree.

1.3 Payment

- All content is paid for upfront to protect the Writer's remote labor. This Contract secures the Client's full and immediate rights to the work product and the ability to seek revision and refunds from the Writer pursuant to Section 6.2.
- The Client will pay the Writer at a unit amount specified by the Client on the processed submission form. Other forms of negotiated payment are bound by the circumstances of section 1.1.
- Extras, or minor content, must be paid for upfront. Items not listed on The Cotillion ecommerce will be added manually by the Writer through a customized order for the Client to review and submit.
- The Client may negotiate with the Writer the prices on all minor and major content before upfront purchase.
- If there are milestones, each milestone transaction will go through an individual processing, thus having individual payments, contracts, and invoices for each subsection of the whole project.
- Milestone and pack deal payments cannot be "to be continued" to continuously receive the discounted rate and revision refund guarantees. What is within the milestone and within the pack deal is within the submission form at the time of processing.

1.4 Expenses

- The Client is responsible for the cost of all IP to be used by the Writer for the final work product, e.g., images for an article.
- Cancellable items are guaranteed a refund, but not non-cancellable items.
- If the Client incorrectly orders on the ecommerce website, they are responsible for all processing charges.

1.5 Invoices

- All upfront payments will receive an invoice with order details supplied by the submission form.
- The invoice is both parties' proof of contract.

1.6 Support

- The Writer is not obligated to provide support for any work product deemed finalized and delivered, unless otherwise agreed to in writing.
- Support services, such as additional revisions after delivery or additional labor commodity, may be purchased individually post contract. These services will receive a new contract not bound by the previous, even if they merely consolidate the previous.

1.7 Partners

- Partners are third parties potentially incorporated by the Writer per project. They notably agree to the following sections to benefit and protect the Client:
 - 2. Ownership and Licenses
 - 5. Representations
 - 6.2 The Right Writes Guarantee™

- 7. Confidential Information
- 9. Indemnity
- The Client agrees to allow partners to work on their project, if necessary. Depending on the project, if the partners are rejected, the whole Contract and project may need to be terminated prematurely. A full refund will be given by the Writer in this instance during or shortly after. The Client will have to notify the Writer if they would like to make an arrangement to move forward with the Contract and project without the partners.

1.8 Minors

- Minors are not allowed to begin a Contract with the Writer.

2. OWNERSHIP AND LICENSES

2.1 Client Owns All Work Product.

- As part of this contract, the Writer is creating work product for the Client. Once the Writer agrees to the processed submission, the Client immediately owns any work product the Writer creates because of upfront payment.
- The Writer is transferring to the Client all of the work product's rights, titles, and interests in and to the work product (including intellectual property rights). This includes the work of partners, when involved.
- This does not including the full scope of moral rights, e.g., degradation of the work product, false attribution, or no attribution. The Anonymous Attribution extra may silence the Writer's participation, as described in section 2.6.
- In the event of a refund requested by either party, the Client will automatically own the work product made and the Writer will refund the difference of labor commodity for what is unmade: words, pages, or other measurements that would have been used to develop the work product.
- The Client is free to give the work product to another for a larger use, such as a graphic designer building their website, but neither the Client nor the third party can directly micromanage the Writer as independent contractor during the creation of the work product. This is not to be confused with basic suggestions from the Client.
- Article and blog content, as is, cannot be resold or redistributed through other third party publishing houses, e.g., newspapers, without the Writer's permission, but not necessarily to the writer's financial interest, i.e., any payment.

2.2 Writer's Use Of Work Product.

- Unless specified otherwise by the Writer and agreed to by the Client, the Client can use the work product however they want: They can decide not to use the work product at all, modify, destroy, or sell the work product, as they see fit. This does not breach moral rights.

2.3 Writer's Help Securing Ownership.

- In the future, the Client may need the Writer's help to prove that the Client owns the work product or to complete the transfer. For example, the Writer may have to sign a patent application. The writer agrees to help in this instance.
- The Client will pay any required expenses for this situation.
- If the Client can't find the Writer, the Writer agrees that the Client can act on the Writer's behalf to accomplish the same instance.

- The following circumstances gives the Client that right: If the Client can't find the Writer after spending reasonable effort trying to do so, the Writer hereby irrevocably designates and appoints the Client as the Writer's agent and attorney-in-fact, which appointment is coupled with an interest, to act for the Writer and on the Writer's behalf to execute, verify, and file the required documents and to take any other legal action to accomplish the purposes of paragraph 2.1 (Client Owns All Work Product).

2.4 Writer's IP That Is Not Work Product.

- During the course of this project, the Writer might use intellectual property that the Writer owns or has licensed from a third party, but that does not qualify as "work product." This is called "background IP." Examples of background IP are pre-existing code, type fonts, properly-licensed stock photos, and web application tools.
- The Writer is not giving the Client this background IP. As part of the Contract, the Writer is giving the Client a right to use the background IP as an auxiliary to the primal writing or editing services offered at The Stuff.
- The Client cannot sell or license the background IP separately from the products or services with the Writer. The Writer cannot take back this grant, and this grant does not end when the Contract is over.
- Not all background IP is assumed within the work product. The Writer may charge for items, such as images.
- The Client may use background IP for SEO purposes, such as thumbnails and banners on the work product's live page. This does not extend into outside advertisements linking to the work product's live page, e.g., social network links.

2.5 Writer's Right To Use Client IP.

- The Writer may need to use the Client's intellectual property to do their job. For example, if the Client is hiring the Writer to build a website, the Writer may have to use the Client's logo. The Client agrees to let the Writer use the Client's intellectual property and other intellectual property that the Client controls to the extent reasonably necessary to do the Writer's job.
- The Client is not giving the Writer any intellectual property rights, unless specifically stated in this Contract.

2.6 Writer's Right to Attribution

- All offline and online content from the Writer is guaranteed author credit once the Client begins using the work product.
- The modes of credit include the following:
 - on the work product's live page
 - somewhere on the exclusive rights owner's website
 - at the work product's live, physical location,
 - somewhere on the exclusive rights owner's relevant physical location
- Online attribution is necessary if the work is used online.
- Credit must be reasonably visible to the typical end client. Credit cannot be marginalized.
- The credit statement is infinite, or until the Client or exclusive rights owner stops using the work product.
- **The minimum statement of author credit includes the following:**

- 1.) the item purchased
- 2.) Bob Bohemian or Mr. Bohemian's name
- 3.) a hyperlink routing to <https://www.thecotillion.theater/the-stuff-cover> if online, or The Stuff if offline. E.g. Display Ads by Mr. Bohemian or Display Ads by Mr. Bohemian at The Stuff (offline).
- Attribution continues for Bob's partners, when involved. Their attribution must be a distinct statement from the Writer's. They are credited with the same formula: item, name, reference website or shop.
- Attribution is per comprehensive unit: per page, per article, rather than per minor unit, e.g., per word, per second. The same standard continues for partners.
- If the Client wishes to make the Writer's attribution anonymous after the initial purchase, the Client has up to six months after the final work product is delivered and finalized to purchase the Anonymous Attribution extra. After that, the Client is open to legal action.
- One Anonymous Attribution extra will be needed per comprehensive unit. One extra covers all partners, in addition to the Writer, per comprehensive unit.
- The Writer participates in no form of ghostwriting, or consensual plagiarism that allows another to represent themselves as the originator of the work product. The Anonymous Attribution extra is for author silencing, not author replacement.
- The Anonymous Attribution extra does not include the remaining moral rights, e.g., degradation of the work product.
- One Anonymous Attribution extra covers all involved partners.
- The Writer has the right to agree to or disallow their attribution to be anonymous. Purchasing the extra upfront is meant solely for convenience; it does not necessarily mean the privilege is granted. The Writer will inform the Client of their decision in the consequent correspondence.
- For short stories, plays, or films, the Writer must be prominently attributed on any playbills, end credits, or anywhere where the directors or other major contributors would be listed for the audience. All other commercial scriptwriting does not need a prominent attribution.

2.7 Portfolio Permissions

- Items allowed to be shown in the Writer's portfolio may be displayed on the product page for future Clients, anywhere on The Cotillion domain, privately distributed to an individual on the website, or offline.
- The Client has full leverage to allow their work product to be partially or fully displayed, or not to be displayed publicly at all.
- Portfolio permission does not include any form of ownership rights for the Writer. The portfolio is strictly for credibility purposes for new clients.

2.8 Images

- The Writer will license photos for the Client's project with the Included Images extra.
- The Writer cannot guarantee one batch of usage terms for variable image sources, from website hosts to individual artists.

The following is a non-definitive range of Client privileges useful for most projects:

- ***Distribution and resale**, e.g., selling or distributing the image as-is — Never

- **Online/Electronic use**, e.g., blogging with the Writer's writing, — Almost always unlimited.
 - ***Private physical reproduction**, e.g., prints, business cards — 200,000–500,000
 - ***On-demand prints (for-sale)**, e.g., coffee mugs, phone case — Never
- *These privileges may be extended by contacting the source, made available upon every delivery receipt.

Image usage rights are highly contingent on the following:

1. The Client can only use the images by using the entire work product the Writer delivers: e.g., brochures with imported images alongside the Writer's writing.
2. The Client cannot extract the images, in-themselves, to use for later.
 - These mainstay third party conditions are set by the host websites and artists, not the Writer.

2.9 Submissions with the Writer's Work

- The writer's work product cannot be used for submissions, applications, class assignments, or all tests of skill where the judgement relies on The Stuff work product as a primary criterion of success. This is a form of plagiarism: submitting the writer's expertise as one's own essential work.
- The Writer will not be liable for any legal or institutional issue arising from inappropriate submission of their work product, either standalone or as incorporated into a larger project, pursuant to the terms at section 9.
- The Client **MAY** use the work product in submissions, applications, class assignments, or tests of skill, when the writer's work product plays a secondary, minor role to the end client's major piece, *if the submission allows outside contribution*.

3. COMPETITIVE ENGAGEMENTS

- The Writer won't work for an immediate competitor of the Client until this Contract ends. An immediate competitor is any other party that develops, manufactures, promotes, sells, licenses, distributes, or provides products or services that are substantially similar to the Client's products or services, in addition to being a relevant and active in competing for the Client's competition. A competitor is also another party that plans to do any of those things.
- The exception to this restriction is if the Writer asks for permission beforehand and the Client agrees. If the Writer uses employees or subcontractors, the Writer must make sure they follow the obligations of competition in this section.

4. NON-SOLICITATION

- Until this Contract ends, the Writer won't do the following: (a) encourage Client employees or service providers to stop working for the Client; (b) encourage Client customers or their clients to stop doing business with the Client; or (c) hire anyone who worked for the Client over the 12-month period before the Contract ended.

5. REPRESENTATIONS

5.1 Overview

- This section contains important promises between the parties.

5.2. Authority To Sign.

- Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.

5.3 Writer Has Right To Give Client Work Product.

- The Client is guaranteed knowledge of sourcing and partner IP: original images, graphic designs.
- The Writer promises that they own the work product, that the Writer is able to give the work product to the Client, and that no other party will claim that it owns the work product.
- If the Writer uses employees or subcontractors, the Writer also promises that these employees and subcontractors have signed contracts with the Writer giving the Writer any rights that the employees or subcontractors have related to the Writer's background IP and work product.

5.4 Writer Will Comply With Laws.

- The Writer promises that the manner it does this job, its work product, and any background IP it uses comply with applicable U.S. and foreign laws and regulations.

5.5 Work Product Does Not Infringe.

- The Writer promises that its work product does not and will not infringe on someone else's intellectual property rights, that the Writer has the right to let the Client use the background IP, and that this Contract does not and will not violate any contract that the Writer has entered into or will enter into with someone else.

5.6 Client Will Review Work.

- The Client promises to review the work product, to be reasonably available to the Writer if the Writer has questions regarding this project, and to provide timely feedback and decisions.

5.7 Client-Supplied Material Does Not Infringe.

- If the Client provides the Writer with material to incorporate into the work product, the Client promises that this material does not infringe on someone else's intellectual property rights.

6. TERM AND TERMINATION

6.1 Overview

- The project will end once the work product is delivered and deemed finalized by the Writer.
- Either party may pre-maturely end this Contract for any reason by sending an email or letter to the other party, informing the recipient that the sender is ending the Contract and that the Contract will end at an agreed time.
- The party that is ending the Contract must provide notice by taking the steps explained in section 10.4.
- The Writer must immediately stop working at the notification, and deliver work product and labor commodity difference at the agreed time, unless the notice says otherwise.

- In the instance of cancellation, the Contract officially ends once the Writer delivers both labor commodity difference and work product in its current development.
- The Writer may end the Contract at their discretion if no time is provided by the Client.
- The following sections don't end even after the Contract ends: 2 (Ownership and Licenses); 3 (Competitive Engagements); 4 (Non-Solicitation); 5 (Representations); 7 (Confidential Information); 8 (Limitation of Liability); 9 (Indemnity); and 10 (General). 2.1 (Moral Rights)
- The agreement of the delivery date cannot be postponed indefinitely or onerously to prevaricate the termination.
- The Client cannot add new major terms to the project then assume unlimited revisions. A new submission form processing will be required for additional services.
- Each contract of a milestone contract series is under the same aforementioned terms. Agreements and obligations do not necessarily transfer into the next contract of a series.

6.2 The Right Writes Guarantee™

- The Writer offers the Right Writes Guarantee™: unlimited revisions for writing and editing content, and full refunds, contingent upon the content criteria and Client satisfaction.
- For the content criteria, the Client will have to provide substantial evidence that the Writer did not meet its expressed circumstances in their delivered work.
- For Client satisfaction, the Client must qualify their dissatisfaction as stemming from poor quality. Poor quality may be used to describe the inability of the Writer to meet the Client's writing standards, but it cannot be used to describe a minutiae pretense from which the Client will profit for a completely free service. The exclusive rights owner will have to prove a high standard around the context of the work product's live location before condemning the Writer of not meeting the high standard.
- The Right Writes Guarantee™ includes extras.
- The Right Writes Guarantee™ does not protect major standards and circumstances not expressed by the Client and agreed-to by the Writer. I.e., surprise major standards do not continue the Writer's obligations without their permission.
- For partial refunds, the Client will receive a refund based on the words, hours, or other purchased labor commodity unspent by the Writer, in addition to the work product created up until the request. In this instance, the Client would receive the immediate, full rights to the work product in its current state, in addition to the difference in labor commodity unspent.
- If the Writer immediately declines to take on a submitted project for any reason, they will reimburse the potential Client with a full refund, including processing fees.
- Where the Contract finishes processing, and the Client allowed work product to be made, then decides to cancel the project, they are not entitled to a full refund.

- The Writer will have two revisions after any full refund claim to remedy the alleged errors. Previous revisions do not count toward this total.
- If the Writer has evidence to suspect the Client is being manipulative with refunds, revisions, or other purchasing ploys, such as revision run-downing, the Writer has the right to terminate his obligations to all refunds, their processing fees, unlimited revisions, or the work product's partial or full delivery.
- The Writer will reimburse the Client on cancellable expenses. The Client is responsible for all non-cancellable expenses.
- Each contract of a milestone contract series is under the same aforementioned terms. Agreements and obligations do not necessarily transfer into the next contract of a series.
- Partners will also comply with the Right Writes Guarantee™.

7. CONFIDENTIAL INFORMATION

7.1 Overview

- This Contract imposes special restrictions on how the Client and the Writer must handle confidential information. These obligations are explained in this section.
- The potential partner of the Client's project is a third party incorporated by the Writer. They will agree to the same privacy and confidential terms as the Writer, while their information is equally protected from the Client.
- The Client and potential partners agree to the Writer's web user [privacy policy](#) in addition to this Contract's terms.

7.2 The Client's Confidential Information

- While working for the Client, the Writer may come across, or be given, Client information that is confidential. This is information like customer lists, business strategies, research and development notes, statistics about a website, and other information that is private. The Writer promises to treat this information as if it is the Writer's own confidential information.
- The Writer may use this information to do its job under this Contract, but not for anything else. For example, if the Client lets the Writer use a customer list to send out a newsletter, the Writer cannot use those email addresses for any other purpose.
- The one exception to this is if the Client gives the Writer written permission to use the information for another purpose, the Writer may use the information for that purpose.
- When this Contract ends, the Writer must give back or destroy all confidential information.
- The Writer promises that it will not share confidential information with a third party, unless the Client gives the Writer written permission first.
- The Writer must continue to follow these obligations, even after the Contract ends. The Writer's responsibilities only stop if the Writer can show any of the following: (i) that the information was already public when the Writer came across it; (ii) the information became public after the Writer came across it, but not because of anything the Writer did or didn't do; (iii) the Writer already knew the information when the Writer came across it and the Writer didn't have any obligation to keep it secret; (iv) a third party provided the Writer with the

information without requiring that the Writer keep it a secret; or (v) the Writer created the information on its own, without using anything belonging to the Client.

7.3 Third-Party Confidential Information

- It's possible the Client and the Writer each have access to confidential information that belongs to third parties. The Client and the Writer each promise that it will not share with the other party confidential information that belongs to third parties, unless it is allowed to do so.
- If the Client or the Writer is allowed to share confidential information with the other party and does so, the sharing party promises to tell the other party in writing of any special restrictions regarding that information.

8. LIMITATION OF LIABILITY

- Neither party is liable for breach-of-contract damages that the breaching party could not reasonably have foreseen when it entered this Contract.

9. INDEMNITY

9.1 Overview

- This section transfers certain risks between the parties if a third party sues or goes after the Client or the Writer or both. For example, if the Client gets sued for something that the Writer did, then the Writer may promise to come to the Client's defense or to reimburse the Client for any losses.

9.2 Client Indemnity

- In this Contract, the Writer agrees to indemnify the Client (and its affiliates and its and their directors, officers, employees, and agents) from and against all liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of: (1.) the work the Writer has done under this Contract, (2.) a breach by the Writer of its obligations under this Contract, (3.) a breach by the Writer of the promises it is making in Section 5 (Representations), (4.) the work a partner has done under this Contract.

9.3 Writer Indemnity

- In this Contract, the Client agrees to indemnify the Writer (and its affiliates, partners, and its and their directors, officers, employees, and agents) from and against liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of a breach by the Client of its obligations under this Contract.

10. GENERAL

10.1 Assignment

- This Contract applies only to the Client and the Writer. The Writer cannot assign its rights or delegate its obligations under this Contract to a third-party (other than by will or intestate), without first receiving the Client's written permission.
- In contrast, the Client may assign its rights and delegate its obligations under this Contract without the Writer's permission. This is necessary in case, for example, another Client buys out the Client or if the Client decides to sell the work product that results from this Contract.

10.2 Arbitration

- As the exclusive means of initiating adversarial proceedings to resolve any dispute arising under this Contract, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules.
- In the event of a write-and-run stiff technique from the Client, if the Writer can prove that the Client used their work product without pay, then used a cheaper writer to "spin" the work with syntactical variability to disguise essential plagiarism, the Client will bear the full burden of arbitration and litigation costs for all parties, in addition to all investigation costs for analyzing the deemed plagiarism.
- If the issue brought to arbitration or law is a blatant infringement of the Writer's copyright, the Client agrees to pay all costs for all parties.

10.3 Modification

- To change anything in this Contract, the Client and the Writer must agree to that change in writing and sign a document showing their contract.
- Neither party can waive its rights under this Contract or release the other party from its obligations under this Contract, unless the waiving party acknowledges it is doing so in writing and signs a document that says so.

10.4 Notices

- (a) Over the course of this Contract, one party may need to send a notice to the other party. For the notice to be valid, it must be in writing and delivered in one of the following ways: personal delivery, email, or certified or registered mail (postage prepaid, return receipt requested). The notice must be delivered to the party's address listed on the submission form for this Contract or to another address that the party has provided in writing as an appropriate address to receive notice.
- (b) The timing of when a notice is received can be very important. A valid notice is considered received as follows: (i) if delivered personally, it is considered received immediately; (ii) if delivered by email, it is considered received upon acknowledgement of receipt; (iii) if delivered by registered or certified mail (postage prepaid, return receipt requested), it is considered received upon receipt as indicated by the date on the signed receipt. If a party refuses to accept notice or if notice cannot be delivered because of a change in address for which no notice was given, then it is considered received when the notice is rejected or unable to be delivered. If the notice is received after 5:00pm on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice is considered received at 9:00am on the next business day.

10.5 Severability

- This section deals with what happens if a portion of the Contract is found to be unenforceable. In such a case, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded.
- If any portion of the Contract is changed or disregarded because it is unenforceable, the rest of the Contract is still enforceable.

10.6 Signatures

- The Client signs the contract on the submission form.
- The Writer signs the contract in two phases: 1.) They pre-agree to the terms of this Contract with the consistent signature listed on the online Writer Client Contract. 2.) They agree, negotiate, or disagree to take on the Client's submitted project, when submitted. This two phase agreement is done to allow for the convenience of upfront payment, pre-assuring the Client of the Writer's compliance with the terms of this Contract, and to allow the Writer, as the independent contractor, to ultimately take on or refuse the project.
- The Contract is only validated by processing on the ecommerce site or other provisional submission forms agreed-to by the Writer
- The Client will e-sign their name on the submission form with typed text and by dating their signature.

10.7 Governing Law

- The laws of the state of Alaska govern the rights and obligations of the Client and the Writer under this Contract, without regard to conflict of law principles of that state.

10.8 Entire Contract

- This Contract represents the parties' final and complete understanding of this job and the subject matter discussed in this Contract. This Contract supersedes all other contracts (both written and oral) between the parties.