



**BNEWS/BITV
FREELANCE JOURNALIST AGREEMENT**

JOURNALIST INFORMATION

Full Legal Name:		
SSN:		
Address:		
City:	State:	Zip Code:
Phone No:		
Cell No:	E-mail:	
Notes:		

ACKNOWLEDGEMENT AND AGREEMENT

BY SIGNING THIS AGREEMENT BELOW, FREELANCE JOURNALIST REPRESENTS AND WARRANTS THAT HE OR SHE HAS READ, UNDERSTANDS AND AGREES TO THE ATTACHED FREELANCE JOURNALIST AGREEMENT.

SIGNATURES

BITV	FREELANCE JOURNALIST
Authorized Signature	Authorized Signature
Print Name	Print Name
Effective Date:	

In the event payments are owed by BITV to Freelance Journalist pursuant to this Agreement, and to ensure timely payment, Freelance Journalist must advise BNEWS immediately of any change(s) to the above contact details.



Bnews inspires a community by incorporating locally relevant stories of the highest journalistic integrity in a weekly newscast. We value community participation, solution oriented, positive, educational, and unbiased political stories.

FREELANCE JOURNALIST AGREEMENT

This FREELANCE JOURNALIST AGREEMENT (this “Agreement”), entered into as of date written above (the “Effective Date”), is between Bainbridge Island Television (BITV), a 501 (c) (3) not-for-profit corporation with its principal offices at 7686 NE High School Rd., and the above-named Journalist (“Freelance Journalist”). References to BNEWS herein shall be interpreted to mean, BITV. BNEWS and Freelance Journalist are individually referred to as a “Party” and collectively as the “Parties.”

Section 1. Agreement.

1.1. This Agreement sets forth the conditions under which Freelance Journalist shall provide freelance video packages to BNEWS. Freelance Journalist and BNEWS agree that from time to time during the Term (as defined in Section 7 below), BNEWS may commission Freelance Journalist in writing to perform journalistic assignments on its behalf (each an “Assignment”). BNEWS or Freelance Journalist may propose such Assignments. Freelance Journalist is under no obligation to accept any such Assignment by BNEWS, and BNEWS is under no obligation to accept any assignment submittal. Each Assignment may contain additional terms and conditions that supplement or amend portions of this Agreement for that particular Assignment; such terms and conditions shall be in writing in a separate document prior to Freelance Journalist’s acceptance of such Assignment. Any such additional terms and conditions shall imply only to that particular Assignment and shall not imply to any other Assignments. In the event of any conflict between the terms of this Agreement and an Assignment, the terms of this Agreement shall control.

1.2. Freelance Journalist is acting as an independent contractor under this Agreement. Neither the making of this Agreement nor the performance of its provisions will be construed to constitute either Party an agent, partner, joint venture, employee or legal representative of the other Party. Freelance Journalist is responsible for paying all income and other taxes incurred as a result of the amounts received from BNEWS pursuant to this Agreement. BNEWS shall provide Freelance Journalist with an IRS form 1099 each year for any amounts paid to Freelance Journalist during that year.

Section 2. Assignments.

2.1. Freelance Journalist shall use his/her own equipment for the purposes of executing and completing each Assignment. Notwithstanding the foregoing, in the event there is equipment required to complete the individual Assignment and the Freelance Journalist does not possess or have access to such equipment on his/her own, then BNEWS may in its sole discretion, supply such equipment, which shall be used by Freelance Journalist only in connection with such Assignment and then returned immediately to BNEWS upon completion of such Assignment or prior to that, immediately upon BNEWS’s request. Freelance Journalist requiring BITV equipment shall sign a BITV Equipment Rental Contract, and is bound by the terms of that agreement.

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2.2. BNEWS shall provide to Freelance Journalist, on a per-Assignment basis, a description of the Assignment, and may provide working press credentials necessary for Freelance Journalist to gain access in connection with the Assignment. All such items must be returned immediately to BNEWS if Freelance Journalist does not accept an Assignment or upon BNEWS's request. Freelance Journalist may not use the BNEWS name to obtain media credentials except in order to gain access as a freelance Journalist when performing Assignments that Freelance Journalist has accepted under this Agreement. Freelance Journalist will act in a professional and businesslike manner while on Assignments for BNEWS. Freelance Journalist may not create credentials, badges, business cards or similar identifiers using the BNEWS/BITV name or trademark. Freelance Journalist will not have access to or use of BNEWS's systems, equipment or materials except as otherwise specified in Section 2.1 above. Freelance Journalist may retain or subcontract with other individuals to assist on Assignments; provided that only Freelance Journalist shall develop the newscast packages. (as defined below). It shall be considered a breach of contract if Freelance Journalist represents them self as a BNEWS/BITV representative without a signed agreement for that specific Assignment.

2.3. All newscast packages (as defined below) created by Freelance Journalist while on an Assignment must be submitted to BNEWS in accordance with Section 3 below.

Section 3. The Newscast Package. For purposes of this Agreement, the term "Package" shall mean any video footage with synched audio, and edited in such manner that constitutes a completed video story ready for broadcast.

3.1. Freelance Journalist represents, warrants and covenants, as applicable, that: (i) Freelance Journalist has all necessary authority to enter into this Agreement and all necessary rights to provide the Assignment to BNEWS under this Agreement; (ii) Freelance Journalist has the necessary equipment and ability to complete package to BNEWS; (iii) the Assignment is original works created by Freelance Journalist; (iv) the Assignment video and audio has not been altered in any manner except standard color correction and audio level adjustment; (v) the Assignment (excluding the contents depicted therein, which Freelance Journalist does not give any representation and warranty with respect to unless otherwise required in the Assignment) do not infringe any third party copyright; and (vi) all moral rights pertaining to the Assignment have been waived. Freelance Journalist shall provide proper paperwork supporting any permissions, copyright or trademark material used within Package(s), and has submitted it with the Package(s).

3.2. Freelance Journalist shall not add personal bias, opinion or commentary in packages. When submitting controversial packages. Freelance Journalist shall have two factual sides represented along with submitted fact-checked documentation at the time of package submittal.

3.3. Freelance Journalist shall submit content adhering to these technical standards:

- a. Acceptable formats:
 - i. Tape - MiniDV, DVCAM
 - ii. DVD - self contained movie - mov,
 - iii. Flash or hard drive – self contained movie - .mov,
- b. Uniform voice and audio quality and levels.
- c. Video shall adhere to broadcast standards, be without dropouts or noticeable compression.
- d. No titles, lower thirds, or graphics on video. Names, titles and descriptions must be submitted separately.
- e. No music unless recording of original performance at an event



3.4. Freelance Journalist agrees that: (i) Packages shall be received at the BNEWS office in the acceptable format by Wednesday noon or package will not be considered for the next newscast; (ii) the package specifics including length shall be discussed with the News Director prior to submittal; (iii) Bnews may edit the assignment or chose not to use it at its sole discretion; (iv) Freelance Journalist's package can be distributed by BITV at its sole discretion, and as further defined in sections 4 and 6.

Section 4. Rights.

4.1. Freelance Journalist agrees that the Assignment has been commissioned by BNEWS, and the Assignment is a "work for hire" under the Copyright Act; and to the extent that the Assignment are not deemed to be a "work for hire" under the Copyright Act by a court of competent jurisdiction, Freelance Journalist hereby assigns all right, title and interest in the Assignment to BNEWS, including all copyrights and any other rights in law or equity (including but not limited to other derivative works of any kind, made by any method or technology known or invented hereafter, derived from the Assignment Package).

4.2. BNEWS hereby grants Freelance Journalist the worldwide, non-exclusive license to reproduce derivative works of and publicly display Freelance Assignment only; provided that any Assignment displayed include proper attribution to BNEWS.

4.3. The attribution provided for Assignment Package licensed by BNEWS shall be "[Freelance Journalist's name]/BNEWS." Failure to include such credit or to cause licensees to include such credit will not be deemed a breach of this Agreement.

Section 5. Payment. In exchange for accepting and performing Assignments and for the rights conveyed in Section 3 and Section 4 above, BNEWS may agree to pay, in its sole discretion, and prior to Freelance Journalist's acceptance of such Assignment, to Freelance Journalist an assignment fee. The terms of payment shall be provided for in a separate document in connection with each Assignment. Freelance Journalist must submit an invoice to the BNEWS address shown on the notice of Assignment within 30 days of each Assignment. The invoice must describe the Package made during the Assignment and the fee for the Assignment. Non-conforming invoices shall be returned to Journalist and payment shall not be made until a conforming invoice is submitted to BNEWS. BNEWS shall pay the undisputed amount of each submitted invoice within thirty (30) calendar days of receipt of the invoice. Any dispute about any invoice shall be resolved through good-faith and amicable discussion. Freelance Journalist acknowledges and agrees that Freelance Journalist shall be responsible for his or her own personal expenses (e.g., travel, accommodation, food, mileage and parking expenses) related to the Assignment and that BNEWS will not reimburse Freelance Journalist for such expenses. BNEWS may at its sole discretion adjust basic assignment rates to account for extraordinary assignment expenses.

Section 6. Royalty.

6.1. BNEWS shall not pay to Freelance Journalist, during the life of the Freelance Journalist only, any royalties collected by BNEWS (the "Royalty (ies)") from the a la carte licensing within the United States of Assignment packages, in full or part, to third parties that are not (i) members of BNEWS, or (ii) customers on a fixed, metered or other subscription basis of BNEWS, and BNEWS's subsidiaries or agents.

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For the avoidance of doubt, the phrase “Assignment Package Licenses” shall not include: (a) licensing of one or more Assignment Packages via a subscription service; (b) licensing or sale of archive news or video stories that incorporate one or more Assignment packages in full or in part; and (c) licensing or sublicensing of one or more Assignment Packages by BNEWS and its subsidiaries and agents outside of the United States. Furthermore, Freelance Journalist acknowledges and understands that he/she shall be entitled to no Royalties for (a) licensing or use of any Assignment Packages in any subscription news services, or use by the customers of BNEWS or its subsidiaries or agents with a license to access and otherwise use such subscription news services; (b) use of any Assignment Packages in publicity or advertising materials of BNEWS, its subsidiaries and agents, or in media published by or on behalf of BNEWS; (c) licensing of any Assignment Packages by BNEWS or any subsidiary or agent of BNEWS located outside of the United States; or (d) any use of any story or other material submitted by Freelance Journalist to BNEWS prior to the parties entering into this Freelance Journalist Agreement. BNEWS shall provide written notice to Freelancer of any changes to the Royalty (ies) made in BNEWS's discretion to all similarly situated freelance Journalists under a Freelance Journalist Agreement.

6.2. Freelance Journalist shall maintain with BNEWS valid, complete, accurate and current information as required by BNEWS (“Freelance Journalist Information”) including without limitation, address information by which BNEWS may remit payment to Freelance Journalist, via United States Mail or such other method of payment in BNEWS's sole discretion, and provide other necessary documentation, including any appropriate tax documents. BNEWS shall not be responsible for payment if Freelance Journalist does not maintain or provide upon request of BNEWS such Freelance Journalist Information as required by BNEWS. BNEWS shall not be responsible for paying any interest on amounts held by BNEWS. Freelance Journalist shall provide BNEWS with written notice of any changes to the required Freelance Journalist Information at the address listed in Section 9 below.

Section 7. Term and Termination. The term of this Agreement (the “Term”) shall begin on the Effective Date and shall continue until terminated by either BNEWS or Freelance Journalist, with or without cause, upon thirty (30) days' prior written notice. Upon termination, all obligations of both Parties, except for any obligations under Section 3.3 i, iii, v, vi, Section 4, or Section 6 above, shall end. Any provision of this Agreement that, by its nature is intended to survive termination of this Agreement, shall survive termination of this Agreement.

Section 8. Indemnification. Freelance Journalist will indemnify and hold BNEWS harmless for any claims, matters, complaints, liabilities and actions arising out of BNEWS's engagement of Freelance Journalist for Assignments, including but not limited to Freelance Journalist's failure to comply with applicable laws, rules and regulations concerning the withholding and payment of taxes in connection with services rendered to BNEWS pursuant to this Agreement.

Section 9. Miscellaneous. This Agreement shall not be amended, modified or changed in any respect except by written agreement of the Parties. No trade, custom or usage shall affect this Agreement or the terms and conditions thereof. This Agreement incorporates the entire understanding of the Parties and supersedes any and all prior agreements, oral or written, relating to Freelance Journalist's relationship with BNEWS and is intended as a complete and exclusive statement of the terms of the arrangement between the Parties.

_____ (FJ Initials)



The terms and conditions of this Agreement shall inure to the benefit of any entity, which succeeds to or acquires all or substantially all of BNEWS assets or business or the BNEWS Images business. Freelance Journalist agrees that any dispute, claim or controversy concerning this Agreement, or the termination thereof, shall be governed by the laws of the State of Washington without regard to its conflicts of law provision. A facsimile copy of this Agreement fully executed by the Parties shall be deemed to be an original Agreement. The failure of BNEWS to demand adherence to one or more of the provisions of this Agreement shall not be construed as a waiver nor deprive BNEWS of the right thereafter to insist upon strict compliance therewith. If any provision in any paragraph of this Agreement shall be deemed to be invalid or unenforceable, the remainder of such paragraph and of the Agreement shall not be affected. Any notice or other communication required to be given hereunder shall be in writing and shall be deemed sufficiently given when delivered personally or mailed by registered or certified mail to the Parties at the following addresses (or at such other address as either Party may designate by notice given pursuant hereto). Notices to Freelance Journalist shall be given to the contact information set forth above. Notices to BNEWS shall be given in writing to: BITV, 7686 NE High School Rd., Bainbridge Island, WA 98110, Attention: Executive Director; Ref: Freelance Journalist Agreement. Notice shall be effective when received.

Please return original signed copy of completed form to: BITV, 7686 NE High School Rd., Bainbridge Island, WA 98110, Attention: Executive Director; Ref: Freelance Journalist Agreement.

_____ (FJ Initials)