

# VANITY FAIR

February 10, 2010

Dear Barrett,

Enclosed please find two copies of your agreement with *Vanity Fair*. Please be advised that this is a new template which will allow us to publish your work and pay you on an ongoing basis. Please sign and send back to me at your earliest convenience. When both copies are returned I will then send you a fully executed copy for your files.

Please be aware that no payments will be made until both copies are signed and returned. Payments will be made within 45 days from the time the signed contracts are received. Also, payments made via direct deposit will require an additional form that can be obtained by contacting me. Should you have any questions, please do not hesitate to contact me at (212) 286.3834.

Sincerely,



Heidi Smith  
Editorial Business Associate  
Vanity Fair Magazine

# VANITY FAIR

Date: February 10, 2010

As of February 10, 2010, **vanityfair.com** owned by Condé Nast Publications ("Company") and **Barrett Brown** ("Freelancer") agree as follows:

1. **Services:** This agreement will govern all articles submitted by Freelancer to Company, whether created as a result of an assignment or otherwise (the "Works"). For purposes of this agreement, an "assignment" is a project agreed upon by Company and Freelancer. Company and Freelancer will separately, on a case-by-case basis, arrange the specifics of each assignment or submission, including fee, due date, and subject matter. The fee for any assignment or Work encompasses all the rights granted herein. The results of each assignment must be satisfactory in form and substance to Company, and must be submitted by the agreed due date.
2. **Payee:** In accordance with Freelancer's request, payment hereunder will be made payable, and sent, to Freelancer or Freelancer's designated payee ("Payee"), as indicated below. Freelancer represents that any payments to Payee of monies due to Freelancer under this agreement will discharge Company's payment obligations hereunder. Any change in these payment instructions requires a written document signed by both Freelancer and Payee.  
  
Make check payable to:  
  
Name: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
  
\_\_\_\_\_  
  
SS#/TIN: \_\_\_\_\_
3. **Expenses:** Reimbursements for expenses will be negotiated on a per-project basis, are subject to approval in writing in advance by Company, and receipts and proper documentation must be provided within one month of expenditure.
4. **Grant of Rights:** (a) It is agreed that the Work shall be a work-made-for-hire within the meaning of the Copyright Act, and Company shall own all rights, including copyright, therein throughout the world. In the event the Work is deemed not to be a work-made-for-hire for any reason, Freelancer hereby transfers and assigns the entire copyright (for the full term of copyright), throughout the world, in any and all media and forms of publication, reproduction, transmission, distribution, performance, adaptation, enhancement or display now in existence or hereafter developed, in the Work, to Company. (b) Company may use Freelancer's name and likeness in publishing, promoting, advertising, and publicizing Company and the services in which the Work appears, and in merchandising.
5. **Editing:** Company may require revision of the Work(s) by Freelancer after submission and reserves the right to edit or revise the Work(s). Freelancer will cooperate with Company's revision and editing process. Company has the sole discretion to decide whether, when and how to publish the Work(s). Upon Company's request, Freelancer will be available for and will cooperate with Company's fact-checking and will supply Company with Freelancer's research material relating to the Work(s).
6. **Confidentiality:** The subject of Freelancer's assignments and Work(s) under this agreement and all details relating to them will be held confidential by Freelancer and may be discussed by Freelancer only with those individuals necessary for the preparation of the Work(s). Freelancer will not allow anyone

outside of Company (including but not limited to the subjects and the subjects' representatives) to view the Work(s) or portions thereof before publication.

7. **Non-Compete:** Freelancer will not, until ninety (90) days after the initial publication or public dissemination of the Work(s), write, publish, or disseminate, or cooperate in the publication of, in any form, an article, broadcast, or other communication, or submit to an interview, on the same or a similar subject as the Work(s) unless Freelancer has received written consent to do so by Company.

8. **Warranty:** Freelancer represents and warrants that the Work(s) will be original work by Freelancer, will not have been previously published in any form, and will not infringe upon the personal or proprietary rights of or give rise to any claim by any third party. In addition, in the event any complaint relating to any Work is made by any third party at any time, whether by a formal legal claim or otherwise, Freelancer will fully cooperate with Company in responding to and defending against such complaint or claim.

9. **Independent Contractor:** Freelancer is an independent contractor and will not be treated as an employee of Company for any purpose, including but not limited to employee benefits, the Federal Insurance Contribution Act, unemployment taxes and income tax withholding at the source. Freelancer is responsible in all respects for any assistants Freelancer may retain.

10. **Termination/Breach:** Either party may terminate this agreement by giving thirty (30) days written notice to the other party. If Freelancer breaches this agreement or fails to fulfill Freelancer's responsibilities Company may, in addition to its other remedies, immediately terminate this agreement and/or cease making payments. The Rights, Warranty, Confidentiality, Subsequent Use and Miscellaneous provisions shall survive any termination or expiration of this agreement.

11. **Miscellaneous:** This agreement sets forth the entire agreement of the parties, supersedes all prior agreements between the parties with respect to the subject matter hereof, will not be binding on either party until fully executed by both parties and may not be altered except in a document signed by the party to be bound thereby. No contrary or inconsistent terms, conditions, restrictions, or other provisions in delivery memos, invoices, letters, or other documents will be binding on a party unless expressly agreed to in writing by that party. This agreement and any rights hereunder are assignable in whole or in part by Company as part of a transfer or reorganization of any part of the business to which it relates. Any notice to Company must be sent by Certified Mail, Return Receipt Requested, or delivered personally, and must be addressed to the attention of Contract Department. This agreement will be governed by the laws of the State of New York applicable to contracts to be wholly performed therein; any action based on or alleging a breach of this agreement must be brought in the state or federal courts in New York, New York, and the parties hereby consent to the exclusive jurisdiction of such courts.

12. **Power of Attorney:** If this agreement is executed by an agent or representative on Freelancer's behalf, said agent or representative represents and warrants that it has full right and authority, pursuant to a currently valid Power of Attorney from Freelancer, to make this agreement on behalf of and to bind Freelancer, including the grant of rights and warranties and representations specified herein, and will indemnify Company against any claims of any nature arising from said agent or representative's execution of this agreement. Upon Company's request, said agent or representative will provide to Company the above-specified Power of Attorney.

FREELANCER/REPRESENTATIVE

COMPANY

\_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

SS#: \_\_\_\_\_