Agreement with Independent Contractor City Guides

To: Contributor of City Guides From: Thomas Riggs & Company

- This agreement confirms your retention as an independent (freelance) contractor to write new, original City Guides (as outlined in the contributor guidelines) for Thomas Riggs & Company. You agree to provide services to Thomas Riggs & Company at its request and on an as-needed basis.
- 2. It is expressly understood that as an independent contractor you are fully and solely responsible for complying with all income and other tax laws, rules, and regulations applicable to you individually and, if you employ others, applicable to you as an employer. If you are a U.S. resident and receive a total payment of U.S.\$600.00 or more, you will be furnished with a copy of IRS form 1099 (statement for recipients of miscellaneous income), the original of which will be sent to the IRS as required by law.
- The payment for the City Guides is \$42 per essay. To receive payment you must submit an invoice specifying the essays written or enter that information on the online invoicing site of Thomas Riggs & Company.
- 4. To the extent you are doing work for Thomas Riggs & Company (on the City Guides or any other project), you, as an independent contractor, agree that the work you do is or has been specially ordered or commissioned by Thomas Riggs & Company and is and shall be considered a work made for hire within the meaning of 17 U.S.C., Section 201(b), of the Copyright Act. You agree to execute any documents Thomas Riggs & Company considers necessary to effectuate this agreement. Notwithstanding the foregoing and without in any respect taking away from our mutual agreement that the work shall be considered a work made for hire within the meaning of said copyright act, you hereby grant, transfer, and assign to Cengage Learning any interest that you now or might in the future have in the copyright of the work. Cengage Learning shall have all rights to which an owner of copyright is entitled under the U.S. Copyright Act or the copyright laws of any other country. For any derivative works of this work prepared by or licensed by Cengage Learning or any other company in whatever format, no further compensation shall be payable to you. If you have any other person or entity assist you in doing work for Thomas Riggs & Company that is copyrightable, you agree to obtain from each of them a written agreement that is substantially the same as that set forth in this paragraph (4).
- 5. This agreement, which constitutes the entire agreement between us, may be terminated prior to the completion of the work by either of us at any time for any reason or no reason on written notice to the other.

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INDEPENDENT CONTRACTOR:	THOMAS RIGGS & COMPANY	
Name: Barrett Brown (please print or type)	Signature:	Thomas Riggs, President
Signature: <u>Lautt Brown</u>	Date:	
Date: 1/7/09		
Social Security # 462-95-065		
Taxpayer ID # (if applicable): Date of birth: Country of citizenship:		
Address: 3419 Westminster#25 Dallas TX 7520	5	