

## WRITER'S CONTRACT

This Agreement is entered into and is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Orange County Bar Association ("OCBA") and the Author indicated below.

WHEREAS, the OCBA is the publisher of *Orange County Lawyer* and regularly seeks articles, letters to the editor, and other content to be published therein; and

WHEREAS, the Author has composed or will compose an article, letter to the editor, or other content (the "Article") and desires the OCBA to consider the Article for publication in the *Orange County Lawyer*.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Author represents and warrants that the Article is an unpublished original work created solely by the Author. In addition, Author represents and warrants that the Article has not been submitted to any third party for publication. Further, the Author represents and warrants that the Article does not infringe on any third party copyright.

2. Author agrees to assign all title, right, and interest in the Article, including any and all copyrights, to the OCBA. Concurrent with the execution of this Writer's Contract, Author agrees to sign the Copyright Assignment attached as Exhibit A. Author acknowledges that by assigning the copyrights in the Article to the OCBA, the OCBA may use, reproduce, distribute, perform, display and adapt the Article, in whole or in part, in any media, including publications other than the *Orange County Lawyer* and electronic databases, in perpetuity.

3. Upon assignment of the copyright, the OCBA grants the Author a royalty-free nonexclusive worldwide license to use, reproduce, distribute, perform, display and adapt the Article, in whole or in part, in perpetuity. In addition, the OCBA grants the Author the right to sublicense the Author's copyright rights.

4. Notwithstanding the grant in paragraph 3, the OCBA shall have the right to first publication of the Article. The Author shall take no action which would hinder the OCBA's right to first publication. Should the OCBA fail to publish the Article within 6 months of the OCBA's receipt of the finalized Article, the Author may terminate this Agreement upon written notice to the Editor-in-Chief of the *Orange County Lawyer*.

5. Author agrees to assume *all* liability and potential liability, including, but not limited to, attorneys' fees, arising from publication of the Article, including, but not limited to, suits arising from claims of plagiarism, defamation, and legal malpractice.

6. Author understands, acknowledges and agrees that submission of the Article and execution of this Agreement does not guarantee publication in the *Orange County Lawyer*. In addition, Author understands, acknowledges and agrees that due to space limitations or changes in the law, the Article may require rewrites. Moreover, the OCBA reserves the right to change the publication date at any time without providing notice to the Author. Acceptance of the Article for publication is within the sole discretion of the OCBA.

7. Author agrees to allow the editing of the Article by the staff and editors of the *Orange*

*County Lawyer*. Author acknowledges that the OCBA will not notify the Author of any edits prior to publication, nor will the Author be entitled to proof the galleys.

8. Author agrees to submit the Article in Word via email attachment to the Editor-in-Chief of the *Orange County Lawyer* [email: glennk@wsulaw.edu]. In addition, Author agrees to submit the article no later than six weeks prior to the proposed date of publication.

9. The parties represent and warrant that they have made no other agreement of any nature with any third party that would prevent them from entering into this Agreement, or that will or may impair the other party's rights hereunder.

10. This Agreement, in conjunction with Exhibit A and the Writer's Guidelines, sets forth the entire agreement and understanding of the parties with respect to the subject matter, and shall not be modified or amended in any respect except in a writing signed by both parties.

11. No act of any party shall be construed to be a waiver of any provision of this Agreement unless such waiver is in writing and signed by the other party. Any such waiver relating to one provision of this Agreement shall not constitute a waiver of any other provision. In the event one or more clauses is unenforceable as a matter of law, the remainder of the contract shall remain in effect.

12. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, the parties agree that such action will be brought in U.S. District Court of the Central District of California, Santa Ana Court, or in the Orange County Superior Court in California, and the parties hereby submit to the jurisdiction of said courts.

13. The persons signing this Agreement hereby warrant that they have, prior to signing, fully read and understood this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and is made effective as of the date set forth above.

**AUTHOR**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**ORANGE COUNTY BAR ASSOCIATION**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Jeremy M. Miller  
Editor-in-Chief of the *Orange County Lawyer*

**EXHIBIT A**

**COPYRIGHT ASSIGNMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, \_\_\_\_\_ ("ASSIGNOR") hereby assigns to the Orange County Bar Association ("ASSIGNEE") any and all rights, title and interest to all copyrights, copyright registrations and copyrightable subject matter, including reproduction rights, which ASSIGNOR has, or may have hereafter, in the work submitted to the Orange County Bar Association titled \_\_\_\_\_

\_\_\_\_\_ (hereinafter the "Work"), and any and all causes of action heretofore accrued in ASSIGNOR's favor for infringement of the aforesaid copyrights, to have and to hold the same unto ASSIGNEE, its successors and assigns, for and during the existence of said copyrights and all renewals and extensions thereof. ASSIGNOR represents and warrants that ASSIGNOR has not entered into any contract or made any commitments that will or may impair ASSIGNEE's rights hereunder. ASSIGNOR hereby waives any and all moral rights ASSIGNOR may have in the Work, under 17 U.S.C. §106A or otherwise, for any and all uses of the Work.

At any time and from time to time hereafter, ASSIGNOR shall forthwith, upon the ASSIGNEE's written request, take any and all steps and execute, acknowledge and deliver to the ASSIGNEE any and all further instruments and assurances necessary or expedient in order to vest the aforesaid copyrights and causes of action more effectively in the ASSIGNEE.

ASSIGNOR hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, but for ASSIGNEE's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid copyrights and causes of action more effectively in ASSIGNEE or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Work that may have accrued in ASSIGNOR's favor from the respective date of creation of the Work to the effective date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and is irrevocable.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be signed in ASSIGNOR's individual name, with this Assignment effective as to ASSIGNOR as of the date of execution thereof.

ASSIGNOR

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_