# Tomato Copywriting Writer Agreement

**1. WORK AND PAYMENT.**

**1.1 Project.** The Client (Jim Cronin, Owner of Real Estate Tomato) is hiring The Writer (Ma Elena Arambala | ma.elena.arambala@gmail.com) to do the following: The Copywriter will assist the Client with copywriting services.

**1.2 Schedule.** The Writer will begin work as indicated on each project outline added to their Tomato Copywriter Trello Board. Once a project outline is accepted by The Writer, The Writer must abide by the established Due Dates and Delivery Details. This Contract can be ended by either Client or Writer at any time, pursuant to the terms of Section 6, Term and Termination.

**1.3 Payment.** The Client will pay the Writer a rate of $20 per delivered article. The Standard Project Article is defined in Section 12.1 and has an expected hourly spend of 1 to 1.5 hours. As of August 11, 2021 Writers will be paid via PayPal. We expect to offer payment via Wise.com as soon as September, 2021.

**1.4 Payment Schedule.** Writers will be paid 2x a month; on the 1st and the 15th. Should the 1st or 15th fall on a weekend, or USA national holiday, Writers will be paid the following business day.Writers will only be paid for the hours logged for Delivered and Approved content/articles since their last pay date. Unfinished work hours will not be paid until it is considered Delivered and Approved. It is the Responsibility of the Writer to maintain a faithful record of completed projects and time logged in their "Content Log | Time Sheet" Document in their Writer Drive Folder.

**1.5 Expenses**. The Writer is responsible for the expense of paid online services such as Grammarly.com, LastPass.com, SurferSEO, etc.

**1.6 Invoices.** The Writer will invoice the Client every two weeks using a provided Content Log/Timesheet. It is the Responsibility of the Writer to Notify Tomato Accounting (accounting@realestatetomato.com) of their accumulated hours for the current pay period, at least 24 hours  before pay day dates (1st and 15th of the month). If a pay period goes unpaid due to a lack of communication regarding accumulated hours, the unpaid hours will be added to the following pay period, unless otherwise agreed by Jim Cronin.

**1.7 Support.** The Writer will not provide unpaid support for any deliverable once the Client accepts it, unless otherwise agreed in writing.

**1.8 Raise Structure.** The Writer will receive pay rate raises at the following milestones: $2 at 100 approved articles, and then an additional $1 for every subsequent 100 approved articles. Should the Writer fail to deliver an accepted project within 48 hours* of its agreed due date, the article count goal will reset to 0.

*Excused emergencies (i.e. internet outage, power outage, family/personal medical emergency, etc) will not affect article count goals.

**1.9 Any questions regarding Payment** should be directed to Jim Cronin (jc@realestatetomato.com).

**2. OWNERSHIP AND LICENSES.**

**2.1 The Client Owns All Work Product.** As part of this job, the Writer is creating a "work product" for the Client. To avoid confusion, work product is the finished product, as well as drafts, notes, materials, mockups, media, designs, and anything else that the Writer works on for the Client - that is, conceives, creates, designs, develops, works on, or reduces to practice — as part of all projects, whether before the date of this Contract or after. The Writer hereby gives the Client this "work product" once the Client pays for it in full. This means the Writer is giving the Client all of its rights, titles, and interests in and to the work product (including intellectual property rights), and the Client will be the sole owner of it. The Client can use the work product however it wants or it can decide not to use the work product at all. The Client, for example, can modify, destroy, or sell it, as it sees fit.

**2.2 Writer's Use Of Work Product.** Once the Writer gives the work product to the Client, the Writer does not have any rights to it, except those that the Client explicitly gives the Writer here. The Client gives the Writer permission to use the work product as part of the Writer's portfolio and websites, in galleries, and in other media, so long as it is to showcase the Writer's work and not for any other purpose. The Writer is not allowed to sell or otherwise use the work product to make money or for any other commercial use. The Client is not allowed to take back this license, even after the Contract ends.

**2.3 Writer's Help Securing Ownership.** In the future, the Client may need the Writer's help to show that the Client owns the work product or to complete the transfer. The Writer agrees to help with that. For example, the Writer may have to sign a patent application. The Client will pay any required expenses for this. 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 thing. The following language 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 Intellectual Property That Is Not a "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." Possible 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. But, as part of the Contract, the Writer is giving the Client a right to use and license (with the right to sublicense) the background IP to develop, market, sell, and support the Client's products and services. The Client may use this background IP worldwide and free of charge, but it cannot transfer its rights to the background IP (except as allowed in Section 11.1 (Assignment)). The Client cannot sell or license the background IP separately from its products or services. The Writer cannot take back this grant, and this grant does not end when the Contract is over.

**2.5 Writer's Right To Use Client IP**. The Writer may need to use the Client's intellectual property to do its 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. Beyond that, the Client is not giving the Writer any intellectual property rights, unless specifically stated otherwise in this Contract.

**3. COMPETITIVE ENGAGEMENTS.**

The Writer won't work for a direct competitor of the Client until this Contract ends. To avoid confusion, a competitor is any third party that develops, manufactures, promotes, sells, licenses, distributes, or provides products or services that are substantially similar to the Client's products or services. A competitor is also a third party that plans to do any of those things. The one exception to this restriction is if the Writer asks for

permission beforehand and the Client agrees to it in writing. If the Writer uses employees or subcontractors, the Writer must make sure they follow the obligations in this paragraph, as well.

### 4.0 NON-SOLICITATION.

Until this Contract ends, the Writer won't: (a) encourage Client employees or service providers to stop working for the Client; (b) encourage Client customers or 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. The one exception is if the Writer puts out a general ad and someone who happened to work for the Client responds. In that case, the Writer may hire that candidate. The Writer promises that it won't do anything in this paragraph on behalf of itself or a third party.

### 5.0 REPRESENTATIONS.

This section contains important promises between the parties.

**5.1 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.

**5.2 Writer Has Right To Give Client Work Product.** The Writer promises that it owns 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.

**5.3 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.

**5.4 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.

**5.5 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.

**5.6 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.

### 6.0 TERM AND TERMINATION.

This Contract is ongoing, until ended by the Client or the Writer. Either party may 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 after the successful delivery of any active projects or in 7 days, whichever is greater. The Contract officially ends once that time, or delivery event has passed. The party that is ending the Contract must provide notice by taking the steps explained in Section 11.4. The Writer must immediately stop working as soon as it receives this notice, unless the notice says otherwise. The Client will pay the Writer for the work done up until when the Contract ends and will reimburse the Writer for any agreed-upon, non-cancellable expenses. The following sections don't end even after the Contract ends: 2 (Ownership and Licenses); 3 (Competitive Engagements); 4 (Non-Solicitation); 5 (Representations); 8 (Confidential Information); 9 (Limitation of Liability); 10 (Indemnity); and 11 (General).

**7.0 INDEPENDENT CONTRACTOR.**

**7.1 The Client is hiring the Writer as an independent contractor.** The following statements accurately reflect their relationship:

- The Writer will use its own equipment, tools, and material to do the work.

- The Client will not control how the job is performed on a day-today basis. Rather, the Writer is responsible for determining when, where, and how it will carry out the work.

- The Client will not provide the Writer with any training beyond establishing clear understanding of The Client's Company Systems and Delivery Expectations.

- The Client and the Writer do not have a partnership or employer-employee relationship. - The Writer cannot enter into contracts, make promises, or act on behalf of the Client.

- The Writer is not entitled to the Client's benefits (e.g., groupnsurance, retirement benefits, retirement plans, paid vacation days).

- The Writer is responsible for its own taxes, and if a resident of the United States they will be issued an IRS 1099 on earnings above $600 USD.

- The Client will not withhold social security and Medicare taxes or make payments for disability insurance, unemployment insurance, or workers compensation for the Writer or any of the Writer's employees or subcontractors.

**8. CONFIDENTIAL INFORMATION**

**8.1 Overview.** This Contract imposes special restrictions on how the Client and the Writer must handle confidential information. These obligations are explained in this section.

**8.2 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 personal information, customer login information, customer contact information, customer lists, business strategies, research & 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, as well. When this Contract ends, the Writer must give back or destroy all confidential information, and confirm that it has done so. 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.

**8.3 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.

**9. 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.

**10. INDEMNITY.**
**10.1 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.
**10.2 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: (i) the work the Writer has done under this Contract; (ii) a breach by the Writer of its obligations under this Contract; or (iii) a breach by the Writer of the promises it is making in Section 5 (Representations).
**10.3 Writer Indemnity.** In this Contract, the Client agrees to indemnify the Writer (and its affiliates 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.

**11. GENERAL.**
**11.1 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.
**11.2 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.
**11.3 Modification; Waiver.** 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.
**11.4 Notices.** 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 at the end of this Contract or to another address that the party has provided in writing as an appropriate address to receive notice. The timing of when a notice is received can be very important. To avoid confusion, 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 (local to recipient) 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 (local to recipient) on the next business day.

**11.5 Severability.** This section deals with what happens if a portion of the Contract is found to be unenforceable. If that's the 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.

**11.6 Signatures.** Electronic signatures count as originals for all purposes.

**11.7 Governing Law.** The laws of the state of California govern the rights and obligations of the Client and the Writer under this Contract, without regard to conflict of law principles of that state.

**11.8 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.

**12. Standard Project Expectations.** This section outlines what is expected of The Writer for each and every Standard Article presented by The Client. Non-Standard Projects may not necessarily abide by the following expectations. Non-Standard Projects will have their own unique range of expectations as presented by The Client. Once a Standard Project is accepted by The Writer, the following expectations are considered understood and to be adhered to by The Writer.

**12.1 It is the understanding of The Client that the anticipated time spent by The Writer to accomplish the following expectation list is typically less than 2 hours.** With consistent delivery of Standard Projects by The Writer to The Client, familiarity and fluency should lower this to less than 1.5 hours. Consistent delivery of acceptable work products ensures The Writer's opportunity for per project payment raises.

**12.2 The following is the list of Standard Project Expectations.**

A standard project as presented by The Client to The Writer is a package of 4 articles with the following needs:

- Due dates: At least 2 articles from the package of 4 are to be delivered within 48 business hours of acceptance.
- Remainder of articles due within 7 week days of initial project acceptance.
- Each article length: 400+ words.
- Topics will likely require limited research.
- Basic SEO Techniques are expected to be implemented
- Finished articles to be delivered in a Finished Format (HTML styling: H2, etc)
- Images to be selected and optimized for articles.
- Writer to provide links to any sources for reference.
- Writer to generate (per article) as many as 4 related/similar topics/titles for future articles
- Writer will be expected to use tools such as Grammarly.com and Hemmingway.com for quality assurance.
- Writer to deliver articles via Google Document as found in The Client's Google Drive.

THE PARTIES HERETO AGREE TO THE FOREGOING AS EVIDENCED BY THEIR SIGNATURES BELOW:

**The Writer |** Ma Elena Arambala

**The Client** | Jim Cronin | Owner Tomato Copywriting