

**BOILERPLATE CONTRACT SAMPLE**

**Aerospace  
Modeler  
Magazine**

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**DATE**

**AUTHOR'S NAME**  
**ADDRESS LINE 1**  
**ADDRESS LINE 2**  
**CITY STATE ZIP**  
**COUNTRY OR US PHONE NUMBER**

**Invoice / Contract Number**

Dear **AUTHOR**

We have accepted your data package titled **TITLE** and all of the material and information it contains, in accordance with the terms and conditions found on page 2 of this invoice / contract. To receive payment, please sign and date this first page, initial the second page, make copies for your records if desired, then return the original to us. Please make and keep a copy of this contract for your records.

Sincerely,

Dr. William Paul Crisler  
Managing Editor  
**Aerospace Modeling Magazine**

In consideration of payment to me by Rookie Aerospace, Inc. of \$ **AMOUNT**, I assign to Rookie Aerospace, Inc. the copyright of the data package described above ("the work"). I further assign exclusive and unlimited worldwide rights to "the work" to Rookie Aerospace, Inc. in accordance with the Terms and Conditions on page 2 of this invoice / contract. "The work" is my original work and I am the sole author. "The work" is a work made for hire and this payment is payment in full for "the work." I have not licensed nor assigned any right to "the work" to any other party, and "the work" does not infringe on any existing copyright.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Author's Signature

\_\_\_\_\_  
Author's Social Security Number

\_\_\_\_\_  
Daytime Phone Number

# BOILERPLATE CONTRACT SAMPLE

## Terms and Conditions

### Invoice / Contract Number **INVOICE NUMBER**

In consideration of payment to the Author by Rookie Aerospace, Inc. (RAI) of \$ **AMOUNT**, the Author represents and affirms and warrants the following regarding the data package titled **TITLE** ("the work"):

- That with the exceptions stated below, all of "the work" submitted to **Aerospace Modeler Magazine (AMM)** is original work by the Author and the Author's personal property.
- That although acknowledgment may be made to collaborators or co-authors in any publication of the work, that the Author is the only person to whom any payment by RAI / AMM is due.
- That the payment by RAI / AMM specified in this letter invoice / contract represents payment in full for the physical and intellectual property specified in this contact.
- That the payment by RAI / AMM is made for unlimited and exclusive and worldwide rights to the intellectual and physical property in the "work."
- That no offer or guarantee is made by RAI / AMM to the Author (or to any named or unnamed collaborators or co-authors) to publish any, all, or part of the work.
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- That "the work" has been submitted exclusively to RAI / AMM for payment, and that neither the Author nor anyone else on the Author's behalf has assigned or licensed or given any right to all or any part of "the work" to any other party.
- That "the work" does not infringe on any copyright.
- That if any copyrighted material is included in "the work," that the Author has permission or license from the copyright holder to use any copyrighted work, and that that permission or license extends to sale of unlimited rights to Rookie Aerospace, Inc.
- That if any uncopyrighted material from another individual is included in "the work," that the Author has permission to use that uncopyrighted "work" by named or unnamed collaborators or co-authors contained in "the work" submitted to RAI / AMM, and that that permission extends to the sale of unlimited rights by the Author to RAI / AMM and unlimited use by RAI / AMM.
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- That if a claim is made against RAI / AMM alleging that any part of "the work" infringes on the rights of a third party, that RAI / AMM will serve written notice to the author containing full details of the claim, and that the author shall indemnify, save, and hold harmless RAI / AMM from and against all claims, proceedings, liabilities, costs, and expenses (including legal expenses and lawyers' fees) arising out of or connected with any third party claim which is inconsistent with any of the statements or representations made by the Author in this contract / invoice.
- That if any term, provision, or condition of this contract / invoice is held by any court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this contract / invoice shall continue in full force and effect.
- That this contract / invoice contains the entire agreement between the parties with respect to the transactions contemplated herein and supersedes all previous written or oral contracts, agreements, negotiations, commitments and writings concerning "the work."
- That this contract / invoice shall be governed by the laws of the state of Colorado, and that the venue for any proceeding brought hereunder shall be El Paso County, Colorado.
- That the Author:
  - Has reviewed each and every provision of this contract / invoice to his satisfaction.
  - Has raised all relevant questions and concerns regarding this contract / invoice, which have been answered or resolved to his satisfaction.
  - Has consulted legal counsel or other advisors of the Author's choice to the extent believed necessary or advisable regarding this contract / invoice

- Has fully participated or has had the opportunity to fully participate, directly or through legal counsel, in the drafting of this contract / invoice.
- Fully understands the provisions and consequences of this contract / invoice.
- Agrees that, in view of these assertions, should the language of any provision of this contract / invoice subsequently prove to be ambiguous or misleading, it will not be construed adversely against either party.

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As used here, "**AMM**" refers to *Aerospace Modeler Magazine*, which is published by Rookie Aerospace, Inc. (RAI). RAI does business as AMM. "We," "our," "us," "RAI," or "publisher" all refer to Rookie Aerospace, Inc. RAI / AMM refers to either RAI or AMM.

The "Author" is the person whose signature appears on the first page of this invoice / contract and who has identified and represented himself to RAI / AMM as the sole and responsible creator of "the work."

This "contract / invoice" is an agreement between the Author and us which assigns the rights specified here in "the work" to us.

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- The right to combine "the works" from more than one author or contributor into new works, which are totally owned with exclusive and unlimited rights by *AMM*.

"Exclusive rights" means:

- That "the work" has been and is submitted exclusively and only to *AMM* and Rookie Aerospace, Inc. for consideration and that no part of "the work" has been or will be submitted by the Author or anyone else on the Author's behalf in any form to any other publisher or forum, including free or paid venues on the internet, for consideration, publication, dissemination, or payment.
- That the Author has assigned rights to "the work" exclusively and only to Rookie Aerospace, Inc. and that neither the Author nor anyone else has sold or assigned or licensed or given any right to all or any part of "the work" to any other party.