

## CONTRIBUTOR AGREEMENT

This independent contractor agreement (“Agreement”) is made and effective as of the date signed below, by and between Preston Koerner, as sole proprietor of Jetson Green (“Jetson Green”), and \_\_\_\_\_, an individual (“Contractor”). Jetson Green and the Contractor may be referred to collectively herein as the parties or individually as party.

NOW, THEREFORE, in consideration of the mutual exchange of promises set forth herein and hereby acknowledged by the parties, Jetson Green and Contractor agree as follows:

1. **SERVICES.** Jetson Green hereby engages Contractor, and Contractor accepts engagement to provide Jetson Green the following Services:
  - (a) High quality blog articles for publication on Jetson Green.
  - (b) Polite and helpful interaction with readers through comments and emails, as necessary.
  - (c) Any other services related to contributing blog articles on Jetson Green.
2. **TERM.** Contractor shall provide services on an at-will, payment-per-article basis and either party may terminate this Agreement at anytime for any reason or no reason. Articles shall be submitted and coordinated based upon the email communication between the parties.
3. **PLACE OF WORK.** Contractor shall render services at Contractor’s place of choosing. Contractor shall be required to provide and use his/her own tools to perform the services, which tools may include internet access, photo editing software, a working computer, and a suitable environment for writing.
4. **LICENSE.** Contractor grants to Jetson Green and its affiliates a non-exclusive, worldwide, royalty-free, license to reproduce, distribute, make derivative works of, perform, display, and disclose articles contributed by Contractor. Contractor agrees that articles submitted for publication on Jetson Green shall not be published in any other form (other than as stubs for social media sites such as Digg, StumbleUpon, Mixx, Design Shizen, and the like) for at least one month. After one month, Contractor agrees to alter and modify the title and language in the article if Contractor intends to publish it thereafter. Subsequent publications shall link back to the Jetson Green as attribution to the original publication source.
5. **PAYMENT.** Payments shall be made using Paypal. Jetson Green shall pay Contractor at the beginning of each month upon receiving a Paypal invoice from Contractor. Between the first and fifth day of every month, Contractor shall submit an invoice using Paypal to the email address: [jetsongreen@yahoo.com](mailto:jetsongreen@yahoo.com). Jetson Green shall submit payment to Contractor using Paypal within seven (7) business days of receiving Contractor’s invoice. Jetson Green does not guaranty the timing of Paypal processing. Jetson Green shall not be responsible for any expenses of Contractor unless previously, specifically, and expressly approved in writing. Payment shall be made as follows:
  - (a) Payment-per-article. Jetson Green shall pay \$10 per article.
  - (b) Digg Front Page Bonus. If an article goes popular by making the front page of Digg,

Contractor shall be entitled to a one-time, bonus payment of \$20 for said article.

- (c) **About Page Profile.** A short bio with links to your other ventures will be placed on the about page. The more you write, the higher up on the page you will appear. Eventually, Jetson Green understands that your experience will lead to greater opportunities, and we may keep your profile updated as an alumni on the about page.
  - (d) **Media Pass Registration.** Jetson Green will do everything possible to get Contractor admitted to various conferences for free, such as West Coast Green, Greenbuild, etc. In doing so, Contractor agrees to act with professionalism and write 1-2 articles. Unless otherwise agreed, Contractor will pay for his/her own expenses.
6. **CONFIDENTIALITY.** During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Jetson Green, disclose to anyone any Confidential Information. Confidential Information, for the purposes of this Agreement, shall include Jetson Green proprietary and confidential information such as, but not limited to, reader information, reader email information, business plans, marketing plans, financial information, payment arrangements, website code (whether CSS, HTML, or otherwise), or any other information that Jetson Green describes as “off-the-record,” confidential, or private.
  7. **WARRANTIES.** Contractor agrees not to plagiarize, copy, steal, or unlawfully use the property or intellectual property of others in the performance of services pursuant to this Agreement. Contractor agrees not to defame, slander, or otherwise harm the reputation of third parties or Jetson Green in the performance of services pursuant to this Agreement. Contractor agrees to indemnify, defend, and hold Jetson Green harmless for his/her failure to uphold any of the warranties or obligations of this Agreement.
  8. **AGENCY.** If any person approaches, asks, or emails Contractor questions relating to Jetson Green or its network of sites including Design Shizen and other sites that have not yet been released, Contractor shall forward such inquiries to Preston Koerner. Contractor shall not have the authority, whether actual, implied, apparent, or otherwise, to speak for or on behalf of Jetson Green.
  9. **CONFLICTS OF INTEREST.** Contractor represents that he/she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party.
  10. **TERMINATION.** This Agreement may be terminated at any time by either party for any reason or no reason with or without cause. Jetson Green requests that Contractor provide two weeks notice of termination.
  11. **INDEPENDENT CONTRACTOR.** Contractor is and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of Jetson Green. Contractor shall not be entitled to nor receive any benefit normally provided to “employees,” which benefits may include vacation payment, retirement, health care, or sick care. Jetson Green shall not be responsible for withholding income or other taxes from the payments made to Contractor. Contractor shall be solely responsible for filing all returns and paying any income, social security, or other tax levied upon or determined with respect to the payments made to Contractor pursuant to this Agreement.

12. ASSIGNMENT. Contractor shall not assign, transfer, hypothecate, or otherwise convey his/her rights pursuant to this Agreement. Jetson Green may assign its rights pursuant to this Agreement to any party for any reason.
13. LEGAL. This Agreement shall be governed and construed in accordance with the laws of Salt Lake County, State of Utah. If either party fails to perform the provisions of this Agreement, the party at fault agrees to pay all costs incurred to enforce this Agreement including a reasonable attorney's fee whether or not arbitration or judicial proceedings are commenced. Waiver by one party at any time shall not operate or be construed as a continuing waiver.
14. FINAL AGREEMENT. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreement between the parties, whether written or oral. This Agreement may be amended, supplemented, or changed only by an agreement in writing signed by both of the parties.
15. NOTICES. Any notice required to be given or otherwise given pursuant to this Agreement may be made by email communication (if received by the recipient) or by mail communication in writing if mailed by certified mail, return receipt requested. Notice shall be given as follows, unless otherwise agreed to by the parties:

If to Jetson Green:

Email: [jetsongreen@yahoo.com](mailto:jetsongreen@yahoo.com), or  
 Jetson Green, c/o Preston Koerner  
 3504 Plaza Way  
 Salt Lake City, Utah 84109

If to Contractor:

Email: \_\_\_\_\_, or  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

16. SEVERABILITY. If any term or clause of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date written below.

CONTRACTOR

JETSON GREEN

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

\_\_\_\_\_  
 Preston D. Koerner  
 Date: