

## **GUEST BLOGGER AGREEMENT**

THIS GUEST BLOGGER AGREEMENT (the "Agreement") entered into as of the date of the form submission (the "Effective Date"),

### **BETWEEN:**

Yourself (the "Guest Blogger" or "You" or "Your") **AND** Kristine Beaves (the "Site Owner" or "We" or "Us"), located at [KrisBeeMama.com](http://KrisBeeMama.com).

Throughout the course of this Agreement, the Guest Blogger and the Site Owner may each be referred to as a ("Party" or collectively as the "Parties").

WHEREAS, the Guest Blogger wishes to submit a guest post for publication on Site Owner's website without any compensation and agrees to abide by the terms and conditions of the Site Owner's website and Site Owner's guest post submission requirements. Guest Blogger can submit one or more guest posts to the Site Owner and both Parties agree to be bound by the terms of this Agreement for all subsequent guest post submissions.

NOW THEREFORE, in order to effect the foregoing, the Guest Blogger and the Site Owner wish to enter into an independent contractor agreement upon the terms and subject to the conditions set forth below. Accordingly, in consideration of the premises and the respective covenants and agreements of the parties set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

### **GUEST POST TOPICS**

All Guest Posts must be about one of the following topics: parenting/parenthood, toddlers, and babies.

Site Owner may accept guest posts on a topic not listed above. if you have ideas about a topic that's not listed above, please follow the guest post pitch requirements below to submit to the Site Owner for review and approval.

### **GUEST POST PITCH REQUIREMENTS**

Guest Bloggers must first fill out the form for the Site Owner at [krisbeemama.com/contact/write-for-kbm](http://krisbeemama.com/contact/write-for-kbm) for review:

- First and Last Name
- Email

- Link to the Guest Blogger Blog/website URL
- Guest Post Ideas (1-3)
- Info about the Guest Blogger

## **GUEST POST SUBMISSION REQUIREMENTS**

Once the Site Owner approves the guest post pitch, Guest Blogger will receive instructions for creating and submitting the guest post for review. By submitting a guest post for review, the Guest Blogger agrees to abide by the terms and conditions of the Site Owner's website KrisBeeMama.com and the following guest post submission requirements:

1. Guest Posts must be your original work, meaning you wrote them and they CANNOT appear anywhere else in the physical or digital form. Guest Posts also CANNOT be published anywhere on the Internet including social media platforms. Plagiarism is not permitted. When quoting others, please cite your sources accordingly. Any content in the guest post including all images and videos must NOT infringe on copyright laws.
2. Any images or videos submitted with the guest post must be directly relevant to the guest post content and the Guest Blogger must own all images and videos or must have the legal rights to use them. Guest Blogger must be the copyright owner of the image and/or video submitted or those images and/or videos must be licensed under an appropriate creative commons license or in the public domain. Guest Blogger must submit written release as evidence from the people appearing in the images and/or videos submitted to us showing those people gave written permission to be included in them. Guest Posts must not violate anyone's privacy rights. Total video length must be between 1 to 5 minutes at max. Site Owner in its sole discretion may reject any evidence as insufficient or inadequate. Guest Blogger must agree to the Media Agreement for the use of their own images for the guest post.
3. Guest Blogger represents and warrants that all content provided for the guest post is his or her sole property and does not violate the copyright, patent, trademark, right of privacy or publicity of any person or entity.
4. Guest Posts must be above 1,000 words
5. Guest Posts must be high quality content that's lawful, non-threatening, not hateful, profane, vulgar, abusive or objectionable in any manner to anyone.
6. No affiliate links are allowed in the Guest Post except for Site Owner's affiliate links for the products and/or services they promote including affiliate links for your products and/or services. All links are subject to Site Owner's approval.
7. Guest Blogger may include 0 links to his or her website within the guest post

- including social media platforms unless otherwise agreed upon. Guest Blogger will receive a follow link back to their blog/website along with a paragraph about themselves and their blog/website with up to 3 social media links (no follow) within the author information area of the post.
8. Guest Blogger must ensure that all statements in the guest post asserted as facts must be true and factual correct based on reasonable research for accuracy.
  9. Guest Posts must be free of errors and proofread carefully prior to submission.
  10. Guest Posts must be optimized for SEO including post titles
  11. Guest Bloggers will receive credit for writing the guest post without any compensation. Guest Blogger must submit his or her photo (with a signed Media Agreement) and brief bio statement with the guest post to receive acknowledgment for writing it.
  12. Guest Bloggers must submit their guest post in accordance with the instructions received following post topic agreement.
  13. Once the guest post is published, Guest Bloggers agree to respond to comments on the guest post and promote the article on their website and social media platforms including but not limited to Facebook, Twitter, Instagram and others.
  14. Once the guest post is published, Guest Blogger agrees that the guest post will become the sole property of the Site Owner.
  15. Guest Blogger waives the right to inspect or approve the final guest post or its promotion. Site Owner may contact the Guest Blogger to make substantive changes to the post as appropriate.
  16. Not all guest post submissions will be accepted for publication. Site Owner reserves the exclusive right to refuse publication in his or her sole discretion, edit your guest post as needed, remove any or all content from your guest post, or reject it for failing to meet our guest post requirements without notifying you.

## **OWNERSHIP OF INTELLECTUAL PROPERTY**

Guest Blogger gives the Site Owner a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, transferable and fully sub-licensable right and license to reproduce, distribute, publicly display, use, perform, make derivative works of or otherwise use the guest post submission, Guest Blogger's name, bio statement and likeness in any form, media or technology, now known or later developed for any other purpose including for marketing purposes.

## **INDEPENDENT CONTRACTOR STATUS**

(a) In submitting the guest post hereunder for the Site Owner, the Guest Blogger shall be an independent contractor. Nothing contained herein shall be construed to constitute the parties hereto as partners or joint venturers, or either as an agent of the other. The Guest Blogger shall not be considered as having an employee status and shall not be entitled to participate in any employee plans, arrangements or distributions by the Site Owner. The Guest Blogger shall not provide any services under the Site Owner's name or act as an agent of the Site Owner and shall not hold himself out as an employee of the Site Owner. Under no circumstances shall the Guest Blogger (i) enter into any agreements on behalf of the Site Owner, (ii) incur any obligations on behalf of the Site Owner, (iii) act for or to bind the Site Owner in any way, (iv) sign the name of the Site Owner, (v) represent that the Site Owner is in any way responsible for the acts or omissions of the Guest Blogger (vi) refer to the Site Owner as a customer in any manner or format, or (vii) use Site Owner's logo or name in a way that implies that Site Owner and Guest Blogger are partners or that we have endorsed you, your website or your products and/or services. Any use of Site Owner's trademarks or logos requires express written permission.

(b) The Guest Blogger agrees that he or she is solely responsible for payment of any employment related taxes. Guest Blogger has no right to control the method by which the guest post is used by the Site Owner and assumes all legal liability for the quality, scope and accuracy of the guest post submission.

(c) As an independent contractor, the Guest Blogger shall be solely responsible for determining the means and methods by which it shall submit the guest post as described herein. All of the Guest Blogger's activities under the Agreement will be at its own risk, and it shall have sole responsibility for arrangements to guard against physical, financial, and other risks, as appropriate.

## **INDEMNIFICATION**

The Guest Blogger shall indemnify and hold harmless Site Owner and its employees from any damages, claims, liabilities, losses and expenses including reasonable attorney's fees, arising out of any act or omission of the Guest Blogger in writing the guest post or breach of any provision of this Agreement by the Guest Blogger.

## **WAIVER**

Neither Party will be deemed to have waived any of its rights, power or remedies hereunder except in writing signed by the Party. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

## **REPRESENTATIONS AND WARRANTIES**

Both Parties represent and warrant that each Party has full power, authority and right to execute, deliver and perform under the terms of this Agreement. No other consents are necessary to enter or perform this Agreement.

## **GOVERNING LAW**

The Parties agree that this Agreement shall be construed under and governed by (both as to validity and performance) and enforced in accordance with the internal laws of the State of California in the USA applicable to agreements made and to be performed wholly within such jurisdiction, without regard to the principles of conflicts of law or where the parties are located at the time a dispute arises.

## **MEDIATION AND ARBITRATION**

Any dispute between the Parties under this Agreement shall be first submitted to mediation and then if still unresolved to binding arbitration. Said mediation or binding arbitration shall comply with and be governed by the provisions of the laws of the State of California in the USA unless the Parties stipulate otherwise.

## **SEVERABILITY**

The provisions of this Agreement are severable, and the invalidity of any provision shall not affect the validity of any other provision. Any invalid or unenforceable provision shall not be deleted but shall be reformed and construed in a manner to enable it to be enforced to the extent compatible with applicable law.

## **CAPTIONS**

Captions have been inserted solely for the convenience of reference and in no way define, limit or describe the scope or substance of any provisions of this Agreement.

## **ENTIRE AGREEMENT; MODIFICATIONS**

This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof, superseding all prior understandings and agreements between such parties, whether written or oral, with respect to such subject matter. The Site Owner reserves the right to amend guest post requirements in its sole discretion without further notice to the Guest Blogger.

## **COUNTERPARTS**

This Agreement may be executed in two (2) or more counterparts, including by tele-copier, tele-facsimile, or by electronic means, such as by encrypted digital signature, by electronic mail transmission of a portable document format (PDF) scan of the original document or a copy thereof; and when so executed, will have the same force and effect as though all signatures appeared on a single document. Emails and copies of signatures are acceptable in lieu of originals.

By submitting a guest post to the Site Owner, you as the Guest Blogger agree that you have read all the guest post requirements and agree to be bound by the terms of this Agreement.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the date first written above.

Kristine Beaves  
KrisBeeMama.com  
kris@krisbeemama.com