

CONTENT AGREEMENT

This Agreement is made as of July 28, 2008 between _____ (“the Partner”) of _____ and Dan Youra Studios, Inc. (“Content Provider”), of Port Hadlock, WA USA.

AGREEMENT

1. Rights Granted

1.1 Scope. The Content Provider hereby grants to the Partner during the Term (as defined in Section 6.1), non-exclusive electronic rights license to publish Dan Youra’s articles comparing ancient Greek Olympic Games with Washington State experience with “Olympic” name in its newspaper and n its website (www._____.com).

2. Content Provider Obligations

2.1. The Content Provider will provide Dan Youra’s articles comparing ancient Greek Olympic Games with Washington State experience with “Olympic” name on a

_____ daily
_____ weekly
_____ monthly basis, and will
_____ upload them through FTP,
_____ email them.

2.2. The Content Provider authorizes the Partner to advertise Dan Youra’s articles comparing ancient Greek Olympic Games with Washington State experience with “Olympic” name in advertising, press releases, marketing materials and periodic newsletters to the Partner’s subscriber base.

Partner Obligations

3 Partner Obligations – Reprint – Web Rights

The Partner agrees to pay the Content Provider the sum of (_____) (US funds) with a deposit of 50% in advance and balance invoiced monthly for the right to use Dan Youra’s articles comparing ancient Greek Olympic Games with Washington State experience with “Olympic” name on in print and on its web site.

4. Warranties, Indemnification and Limitation of Direct Liability

4.1. Warranties by each party. Each party to this Agreement represents and warrants to the other party that:

(i). Such party has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder;

(ii). The execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any Agreement to which such party is a party or by which it is otherwise bound;

(iii). When executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such Party in accordance with its terms; and

(iv). Such party acknowledges that the other party makes no representations, warranties or Agreements related to the subject matter hereof that are not expressly provided for in this Agreement.

4.2. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives and employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorneys' fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

4.3. Limitation of liability; disclaimer; indemnification

(a). Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

(b). No Additional Warranties. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

5. Term and Termination (Modify terms as appropriate to your case)

5.1. Duration of Term. This Agreement will be in effect from the Effective Date for a period of 30 days. Both sides reserve the right to terminate the Agreement for whatever reason, giving 30 days notice. Following the Initial Term, the Agreement will be automatically extended by 30 day periods by mutual consent unless the Partner or The Content Provider elect to terminate the Agreement by giving not less than 30 days prior written notice to the other party. At the termination of this Agreement, all content provided by Content Provider must be removed from the Partner's web sites and may not be used in any form of electronic or offline media. All email addresses collected after the start of this Agreement belong to the Partner, and will continue to belong solely to the Partner in the event of termination of this Agreement.

Such termination after completion of the Initial Term may be for any reason, with or without cause. As used herein, the "Term" means the Initial Term and any such extensions. Notwithstanding the giving of notice with respect to the end of the Term, updates and enhancements to the conferencing system due pursuant to Section 2 will continue to be delivered by The Content Provider until termination of this Agreement is deemed effective.

5.2. Termination Prior to Expiration of Initial Term. During the Initial Term, this Agreement may only be terminated only if there is an event of default occurs, consisting of only the following:

(a) either party's failure to perform or comply with any material provision hereof; or

(b) if mutually agreed to by both parties.

Termination in the event of the occurrence of an event of default will be effective only upon breach, which will

be deemed to have occurred immediately upon the failure of the defaulting party to cure its default within a 30-day period commencing upon the defaulting party's receipt of a notice of default given by the non-defaulting party.

6. Intellectual Property.

As between the parties, The Content Provider owns all copyright and trademarks belonging to Dan Youra's articles comparing ancient Greek Olympic Games with Washington State experience with "Olympic" name, and intends to license this content to print publications, web sites and other parties.

7. Other Provisions

7.1. No Inadvertent Waiver.

No waiver of any breach of any provision of this Agreement constitutes a waiver of prior, concurrent or subsequent breach of the same or any other provisions, and will not be effective unless made in writing and signed by an authorized representative of the waiving party.

7.2. Force Majeure.

Subject only to the immediately following sentence, neither party is liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence, provided that the affected party will use best efforts to resume normal performance. Notwithstanding the immediately preceding sentence, if at any time during the Term, The Content Provider becomes unable to provide the conferencing in accordance with the Partner's delivery requirements after a reasonable cure period (not to exceed 20 business days), the Partner may elect upon notice to The Content Provider to terminate this Agreement.

7.3 Governing Law. This Agreement is governed by the laws of the State of Washington, USA.

7.4 Notices. All notices, authorizations, and requests in connection with this Agreement will be deemed given on July 28, 2008.

Dan Youra Studios, Inc.
P.O.Box 1169
Port Hadlock, WA 98339
Dan Youra
360-379-8800

Partner _____
Address _____
City, State/, Postal Code _____
Contact Name _____
Phone Number _____

8. Relationship of Parties.

Neither this Agreement, nor any terms and conditions contained herein may be construed as creating or constituting a joint venture or agency relationship or as granting a franchise.

9. Entire Agreement.

This Agreement together with each exhibit hereto, which is incorporated herein by this reference, embodies the entire Agreement between the parties and supersedes all previous and contemporaneous Agreements, understandings and arrangements with respect to the subject matter hereof, whether oral or written, and may be amended only by a written instrument duly signed by authorized representatives of the Partner and The Content Provider.

Your Company Name

Client's Company Name

Your Name

Client Representative's Name

Date Signed

Date Signed