

**AGREEMENT FOR PARTIAL WAIVER  
OF COPYRIGHT AND PERMISSION TO  
REPRINT IN TOTAL OR IN PART**

This Agreement is effective on the \_\_\_\_ day of \_\_\_\_\_, 2007, between DG & J, Incorporated (“Provider”), Michigan Corporation with its principal place of business in Hickory Corners, Michigan and all subsidiaries of DG & J, Incorporated, including MICourtHelp.com, and all heirs or assigns, now or in the future, and \_\_\_\_\_ (“ Author”), the author of certain writings, an individual with their principal place of business at \_\_\_\_\_.

**Recitals**

Provider maintains a World Wide Web (“Web”) site along with print media and desires to reprint articles and other materials in whole or in part developed by Author to benefit Provider’s business.

Author wishes a venue to distribute and publish articles and materials, in whole or in part, on and in Provider’s media to benefit Author’s business.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged here, the parties, intending to be legally bound, agree as follows:

**Services**

Provider shall store the Author’s materials, in whole or in part on the Server so that Users may view and access it on the Web Site, and/or shall publish the same in printed format, either in whole or in part. The parties agree Provider’s use of these materials will be unlimited in time, place and manner, and may use these materials in perpetuity.

**Payment**

Neither party shall pay the other for services rendered, work performed, or work product generated. This is a mutually beneficial contract inuring to both parties.

**Right to Refuse Unacceptable Materials**

Provider reserves the right to refuse to use or edit any Materials for any reason, including but not limited to those that

- Do not completely conform to every detail, instruction, method, and guideline set forth by the Provider now or in the future

- Do not comply with the law or otherwise appears to be misleading to the general public
- Are known to be copyrighted in such a way that the Author cannot allow full transfer to Provider without a fee acceptable to Provider
- Are known to be plagiarized
- Are otherwise inappropriate for dissemination whether or not prohibited by law or otherwise objectionable.

Provider in its complete discretion may refuse the use of any other materials that it deems appropriate.

### **Representations and Warranties, and Copyright**

**PROVIDER MAKES NO OTHER WARRANTY TO AUTHOR IN CONNECTION WITH THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Provider specifically disclaims any warranty or guaranty that the materials will be read by others, or that Provider will publish, in whole or in part, any materials presented by Author.**

**AUTHOR WARRANTS AND GUARANTEES THAT ALL MATERIALS PROVIDED FOR DISSEMINATION ARE FREE FROM COPYRIGHT RESTRICTIONS, PLAGIARISM, OR OTHERWISE BASED ON THE WORK OF OTHERS WITHOUT PROPER AUTHORITY, AND SHALL FULLY INDEMNIFY PROVIDER FOR ANY AND ALL COSTS INCURRED, LEGAL OR OTHERWISE, IN DEFENDING SUITS RESULTING FROM PUBLICATION OF AUTHOR'S MATERIALS, AND AGREES TO TRANSFER COPYRIGHT TO PROVIDER FOR ANY MATERIALS OF THE AUTHOR REPRODUCED IN WHOLE OR IN PART BY PROVIDER.**

### **Indemnification**

Both parties agree to indemnify and hold harmless the other from all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred, arising out of or related to the other's breach of any of the foregoing representations and warranties.

### **Limitation of Remedies**

Neither party shall be liable to the other for any special, incidental, or consequential damages, whether the claim is based on breach of contract, tort (including negligence), or otherwise, and whether or not the party has been advised of the possibility of such damage.

Termination

Either party shall have the right to terminate this Agreement upon 60 (sixty) days written notice sent by registered mail.

Miscellaneous

**Assignment.** Provider shall have the right to assign this Agreement without the express written consent of the author.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan.

**Entire Agreement.** This Agreement and all exhibits are the complete and exclusive agreement between the parties regarding its subject matter and shall supersede and replace all other prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may be modified, or any rights under it waived, only by a written document executed by both parties.

In consideration of the printing and publishing of the Authors materials, in whole or in part, the Author assigns and sells to Provider and its successors or other legal representatives, the right to print or publish, in whole or in part, Author's materials at any time and place, the entire right, title, and interest in and to any copyrighted work supplied in the materials Author has produced for reproduction by Provider including the right of Assignee and its successors, assigns, or other legal representatives to register the copyright in the work.

Author transfers and forever assigns to Provider the right to reproduce the materials provided, in whole or in part.

**Signed this \_\_\_ day of \_\_\_\_\_, 2007**

\_\_\_\_\_  
DG & J, Incorporated

\_\_\_\_\_  
Author

This completed form must be mailed to DG & J, Incorporated at PO Box 21, Hickory Corners, MI 49060 or faxed to (269) 721-8031 before submitted article will be placed in any issue of myLaw News or myLaw Newsletter, or stored on the MICourtHelp.com server.