

DRAFT AGREEMENT

THIS AGREEMENT is made effective as of the date last indicated below between Foothills Forum (“Foothills Forum”), an independent, nonpartisan nonprofit organization with activities centered in Rappahannock County and a mailing address at P.O. Box 153, Washington, VA, 22747, and Rappahannock Media LLC (“Rappahannock Media”), a Virginia media company with an address of 309 Jett St., Washington, VA, 22747.

PRELIMINARY STATEMENT: Foothills Forum desires that Rappahannock Media expand its in-depth coverage of key issues in Rappahannock County and agrees to provide content as well as funding to Rappahannock Media so that it may do so. Both parties desire to foster unbiased, high quality and useful research and reports on regional issues.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth here, and incorporating the foregoing Preliminary Statement, the parties agree as follows:

Foothills Forum Commitments:

1. Foothills Forum intends during the term of this Agreement to develop editorial matter, including original and secondary research, data files, survey findings, and summaries, and also may develop white papers, commentary and similar matter, all on topics of likely interest to Rappahannock County residents (collectively the “Content”), including a proposed pilot project on housing.
2. If and to the extent Foothills Forum develops any such Content, it will deliver the Content to Rappahannock Media so that Rappahannock Media may consider, in its sole discretion and on the basis of its independent editorial judgment, whether it wishes to publish any or all of such Content.
3. If Foothills Forum develops Content and Rappahannock Media elects in its discretion to publish any of such Content, during the term of this Agreement Foothills Forum will pay to Rappahannock Media up to a total of \$10,000 (ten thousand dollars) to cover the costs incurred by Rappahannock Media in thereby expanding its coverage. The amount due Rappahannock Media in connection with particular Content will be separately agreed by the parties, but if Foothills Forum delivers the anticipated housing pilot project Content and Rappahannock Media elects to publish it in the manner described below, the payment due Rappahannock Media will be \$4,000 (four thousand dollars) payable within 30 days of first publication.

4. Foothills Forum agrees that no government funds will be used for any payment made to Rappahannock Media to support expanded issue coverage under this Agreement.
5. If Rappahannock Media publishes any Content, subsequent to and in concert with publication, the parties will reasonably cooperate in co-hosting community forums at times, dates and places and on financial terms to be mutually agreed upon.
6. Foothills Forum shall retain ownership of all rights, including copyright, in the Content. By submitting Content to Rappahannock Media under this Agreement, Foothills Forum thereby grants to Rappahannock Media a perpetual, non-exclusive license to reproduce, transmit, display, make derivative works from and otherwise to use or exploit the Content in any manner Rappahannock Media chooses. Foothills Forum shall have no control over Rappahannock Media's use of the Content, its publication, or any other expanded coverage Rappahannock Media may undertake pursuant to this Agreement, nor shall Foothills Forum have the right to preview any publication involving the Content prior to publication.
7. Foothills Forum agrees that any derivative work created from or based upon the Content by Rappahannock Media or its assignees pursuant to this Agreement shall be the exclusive intellectual property of Rappahannock Media or its assignees and Foothills Forum shall not have any right, title, or interest in such derivative works.
8. Notwithstanding the above, provided that Rappahannock Media makes substantial public use of Content provided to it under this Agreement within 60 days of receipt from Foothills Forum, Foothills Forum will not make competing use of such Content in Rappahannock Media's usual circulation area except that Foothills Forum may publish such Content on its own website not earlier than 30 days after first public use of such Content by Rappahannock Media.
9. Foothills Forum will post a copy of this Agreement on its website.

Rappahannock Media Commitments:

1. During the term of this Agreement, Rappahannock Media intends to expand its coverage of key community topics, beginning with a pilot project on housing.
2. Rappahannock Media will, in its discretion and at its own expense, recruit, assign and pay journalists and freelance writers, editors, graphic designers, videographers and photographers as may be necessary to fulfill its obligations under this Agreement.
3. If Foothills Forum delivers the Content associated with the housing pilot project and Rappahannock Media elects to proceed to publish expanded

coverage of it, the housing pilot project will be published as an open, four-page special news section, without paid advertising, in the Rappahannock News and posted on its related web site, RappNews.com. Additional coverage may be published in the Rappahannock News or RappNews.com or in Rappahannock Media's sister publications and sites, The Piedmont Virginian and the Culpeper Times, at the discretion of Rappahannock Media. The format for publications based on other Content will be separately agreed by the parties.

4. During the development by Foothills Forum of Content, Rappahannock Media is entitled to offer technical suggestions and participate along with other advisors in the research process. However, Rappahannock Media acknowledges that during the process of developing its Content, Foothills Forum is in sole charge of its own process and decisions.
5. Rappahannock Media will increase the print run of each publication or special section in which reports based on the Content appear and will make a reasonable number of copies available to Foothills Forum without charge.
6. Rappahannock Media will appropriately credit Foothills Forum as the source of the Content. All stories based upon the Content will appear with this note: *This special news coverage is made possible by support from Foothills Forum, an independent, nonpartisan, nonprofit organization.*
7. Rappahannock Media will provide pre- and post-publication promotional space (in-kind paid media) and free media (independent news coverage) of any of co-hosted community forums conducted pursuant to this Agreement.
8. By the last day of the term of this Agreement, Rappahannock Media will provide to Foothills Forum a list of all articles, commentary and editorials published pursuant to this Agreement.
9. Rappahannock Media will link to the Foothills Forum site, including a specific link to this Agreement, on its own websites.

Term of this Agreement:

The term of this Agreement shall be for one year from its effective date.

Voluntary Termination:

Notwithstanding the above, the Agreement may be terminated at any time upon 30 days written notice by either party. Upon termination, the parties will cooperate reasonably to bring any joint activities to a close. Any accrued obligation to make payment to Rappahannock Media and the provisions hereof with respect to rights by both parties in any Content submitted to Rappahannock Media prior to termination shall survive the expiration or termination of this Agreement.

Relationship of the Parties:


The parties agree that in the performance of the obligations under this Agreement the parties are acting as independent contractors. Nothing in this Agreement shall be construed or deemed to create any joint venture, partnership, agency, employer-employee, or other relationship between the parties. Neither party has authority to enter into contracts that bind the other party or to create obligations on the part of the other party, and the parties agree not to purport to do so. The parties shall not have authority to act as an agent of the other party, and the parties shall not represent themselves as acting as an agent of the other party.

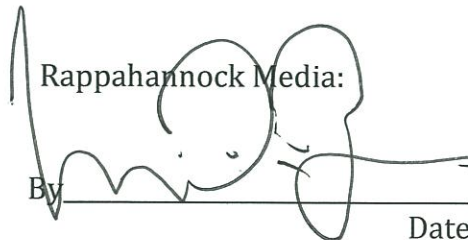
General Provisions:

1. **Nonexclusive agreement.** The parties are not precluded from entering into other agreements to produce and publish content.
2. **Waiver.** The waiver by either party of any breach of a provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the parties.
3. **Notice.** All notices, requests, demands, payments, or other communication related to the Agreement shall be deemed to have been duly given if in writing and hand delivered or sent by certified or registered mail, return receipt requested, to the appropriate address indicated above or to such other address as may be given in a notice sent to all parties.
4. **Entire Agreement.** This Agreement supersedes any and all other understandings and agreements, either oral or in writing, between the parties. Each party acknowledges that no representation, inducements, promises, or agreements, oral or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied herein,
5. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the internal laws of Virginia without regard to principles of conflict of laws.
6. **Representations.** Each party hereto represents and warrants that it has full power, right, authority and budget authorizations to execute this Agreement and to perform its obligations hereunder, and the execution of this Agreement has been duly and validly approved through all requisite actions on its part.

AGREED:

Foothills Forum

By 
Bud Meyer, Chair Date

Rappahannock Media:
By  Date 1-16-15