

## SUBMISSION INFORMATION and AGREEMENT FOR COLUMNISTS

This agreement covers MOCHA ENTERPRISES PUBLICATIONS to include – BEP VOICE, MOCHA Magazine, EP Black Pages, 915 Online, and epWoman, hereinafter referred to as The Publication

*Please Note: Contributing writers for our lifestyle columns are compensated. Special compensation is available to Work-for-Hire requests. The following agreement applies to nonprofit organizations and individual contributing writers who will submit first-time articles specifically for our publications based on our suggestions and requests. This also includes work-for-hire projects.*

*Organizations and contributing writers may also submit previously published articles and posts but must include first published location information. Prior approval is required.*

MOCHA ENTERPRISES publishes local news, information, analysis, and essays on various topics of interest.

We are looking for and accept **original** content that is exclusive to our publications under MOCHA Enterprises that drive conversations on and offline. Content published in other mediums such as social media, blogs, etc., will not be accepted.

It is expected of all writers to take care when creating content to avoid conflict of interest or any content that is unethical. If in doubt, please ask.

**Fact Checking:** Prior to publishing, all submissions are fact-checked. Please ensure accuracy and please include relevant resources when submitting. Writer is responsible for all content submitted based on facts.

We may not be able to respond to all submissions. If we are interested in other pieces other than what is submitted by our columnists, we will contact you within 3-5 business days.

We reserve the right to edit for accuracy and clarity.

Publication in print is not guaranteed.

Columns published by MOCHA Enterprises are available in our print and digital publications.

Columnists may post their columns to other websites and media outlets, 4 hours after the column is posted to our sites and print publications, unless MOCHA Enterprises has specified the column is specifically for the parent publications only. This will be notated during the article submission process.

### **Brief overview/General Information**

Please keep in mind: Your submissions may include advice, tips, and suggestions. To protect you and the Publisher, a statement on the website and digital editions will include the following statement: *The views and information contained are not provided or endorsed by MOCHA Enterprises and its publications, contributing writers, or any of its affiliates. The content provided in the publications digital, multimedia, and print, is for general information, educational and entertainment purposes only. We encourage you to seek professional advice prior to acting upon or engaging in any information contained within this web site or any multimedia format of the publication.*

**Audience:** Men and women ages 18 and older. True demographics of readers will be provided once polls, questionnaires and surveys are rendered.

### **Editorial Vision**

Our primary mission is to provide thought provoking and constructive articles that focus on issues and information pertaining to Living Black on the Border and throughout the world. Columns include education, national security, military life, health and wellness, business, technology, finance, investing, music/entertainment, food and dining, self-improvement, career and education,

home and garden, parenting, travel and leisure, faith and values, popular culture, social news and issues, beauty and fashion, how-to segments, money and finance, performing arts and more.

**Format**

Online digital available for download as a pdf. Page range varies. Print by subscription with limited free issues.

**Frequency:**

Monthly with special issues throughout the year

**Writing Style Suggestions for feature articles/assignments:**

- Specificity is the key. No exceptions. Clear and concise will guarantee article inclusion.
- Avoid overuse of “fancy” words
- Explain, but not too much
- Try to use the active voice rather than passive
- Remember: Our readers are intelligent, but they don’t want to have to think about what point you are trying to make, and they definitely don’t want to have to use the dictionary to navigate through your article.
- Quotes from scholarly journals, etc. may be used, however, please do not take quotes from other publications.
- Please include lists of references, web sites, sources, etc. that were utilized in the creation of your article, especially if using direct quotes
  - Should your article include a quote from a book, please include the title, author, publisher, year, page number and any contact information about the publisher if available
  - Please use your own writing style

**Average article length:**

- Human interest/regular columns 300-800 words
- Essays/Features 1000-2500 words
- Restaurant, hotel, and other reviews: 200-500 words
- Business shorts 300--500 words

**We love stories and topics that will drive conversation on:**

- Current events, human interest stories, education
- Social Issues with fresh angles
- Black Diaspora in the U.S. and Worldwide
- Business, technology, finance, investing, travel
- Politics, public service, national defense
- Fitness, nutrition, mental and physical health and wellness
- Beauty, fashion, personal care
- Scholarly to first person essays relating to life changing moments and information beneficial to our readers
- News, information and tips on parenting, cooking, living on the border, dating
- Women, Youth, Family, Military Life
- Living Black on the Border

**Writers Guidelines and Agreement of Understanding for Freelance Writers | Columnists | Contributors**

This agreement (the "Agreement") is entered in to by Writer and MOCHA Enterprises d/b/a / Black El Paso Voice | MOCHA Magazine | EP Woman, hereinafter called The Magazine.

In consideration of the mutual covenants made herein, the parties agree as follows:

**Parties:** Writer is engaged in the business of writing articles and other materials on a freelance basis. The Magazine is engaged in the business of print and electronic publishing and digital/archival publishing.

**Independent Contractor:** Editor or writer shall be an independent contractor with respect to The Magazine and its publisher. This agreement shall not render Editor or writer an employee, partner, agent of, or joint venture participant with the magazine and/or its publisher for any purpose. The magazine shall not be responsible for withholding taxes with respect to the Magazine's compensation hereunto. The editor or writer shall have no claim against the Magazine or its publisher for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits or employee benefits of any kind.

## HOW TO SUBMIT

### Deadlines and specs:

- Online publication date: First Friday of each month
- Deadline for submissions: 12 days prior to the online publication date. (If the date falls on a Saturday, Sunday or Holiday, the due date is the next business day.
- For instance: December Issue online publication date: December 3, 2021; deadline for submissions: October 23<sup>rd</sup>.
- Submissions should be sent via our website on your private columnist submission page. You will be able to submit images during this time. If submitting via email, all submissions must be created via a Word document using the following specs:
  - double-spaced using Calibri, Arial, or Times New Roman 11pt font
  - subject line: Author's Name | Date format example – 10.27.2021 | Article Title

**Relationship:** The parties expressly agree and acknowledge that the relationship created by this Agreement is one of Independent Contractor. The Magazine is not the employer of Writer. This agreement shall not render Editor or writer an employee, partner, agent of, or joint venture participant with the magazine and/or its publisher for any purpose. The magazine shall not be responsible for withholding taxes with respect to the Magazine's compensation hereunto. The editor or writer shall have no claim against the Magazine or its publisher for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits or employee benefits of any kind.

**Agreement Period:** *The term of this agreement is on a per Newspaper/Magazine issue basis.* Both parties may sever the relationship at will, but details of article submissions and reuse survive this agreement.

**Services to be provided by Writer:** Writer agrees to submit, on his or her sole initiative, written articles to The Magazine on the subjects set forth in Attachment 1 (the "Articles"). The manner and method of producing these Articles is solely at the discretion of Writer; The Magazine has no right of control over Writer's manner or method of performance under this Agreement. Writer will submit Articles in accordance with the schedule of copy deadlines being used by The Magazine.

**Confidentiality:** At times, editors may call upon regular contributing editors and/or writers to assist with project planning and content forecasts. Should this be necessary, editors and writers agree not to disclose any information that is shared by the Magazine and/or its publisher unless specified.

**Representations and Warranties of Writer:** By submitting an Article to The Magazine, Writer represents and warrants that the Article is Writer's original work and that the Article is not owned by any third party. **Further, the Writer represents that the Article is accurate, has not been obtained by unlawful means, and that the Article has not been previously published in any manner or medium, specifically including but not limited to, print or electronic mean.** The Writer further represents that publication of the Article by The Magazine will not violate any copyright or other intellectual property right of any third party.

**Compensation:** In consideration for the submission of articles laid out in this agreement. The Magazine or its publisher does not currently submit payments for articles except those which are requested by the publisher as a **Work Made for Hire**. Payments for certain assignments and/or reports will be discussed at the time of the solicitation. If payments for articles are rendered in the future, payment will be made in U.S. funds via check, money order or PayPal, Zelle, or CashApp. Writer's

SSN or EIN will be needed if applicable (*it is preferred that all writers submit their EIN for security reasons*). **Featured columnists will receive payment in the amount of \$35-\$50 each month, per published articles. Payments are remitted to columnist within three (3) days after publishing date.**

**Taxes:** As an Independent Contractor, Writer shall be responsible for the reporting, deposit, and payment of any and all federal, state, and local taxes, including but not limited to income taxes, FICA taxes, and unemployment taxes incidental to the performance of, or payment under, this Agreement.

**Assignment and Ownership of Intellectual Property:** Writer hereby understands and agrees that all Articles submitted to, and published by, The Magazine assumes first serial print, electronic rights and digital/archival rights to all written materials/submissions and works for hire. Writer agrees to allow the Magazine to publish the Article, and those articles written by Writer and previously submitted to The Magazine, in any tangible medium of expression, now known or later developed, from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, including without limitation the rights to archive, republish, edit, repackage or revise any Article in any manner as The Magazine sees fit in perpetuity. The rights conferred upon The Magazine by this Agreement shall be exclusive to The Magazine for a *period of six months after the first date The Magazine initially publishes the Article*. You reserve all other rights with exceptions. You have the exclusive right to sell/resell your article as submitted by you, not edited by us, UNLESS this is a special project work-for-hire exclusive only to our publications. Then, all inquiries to republish must be requested through MOCHA Enterprises by any interested party. This right must include a statement at the end of your article in another publication (print or digital), website, audio, etc. that states: This article was first published in Black El Paso Voice (or other publication name) | Month/Year.

**Miscellaneous:**

- All submissions and changes survive the end of this agreement.
- This agreement is non-transferrable by the writer.
- The editors reserve the right to reject any submission including articles, interviews, and reports, due to lack of space and editorial needs and changes.
- By submitting your articles and/or photos, you give the Magazine and its publisher the right to publish your content to our magazine, web site and any other media outlet we deem feasible to promote the Magazine.
- By submitting your information and articles, you give us permission to edit for clarity.
- All submissions of photos, etc., become the property of The Magazine. Should you need photos or other information that is sent via postal mail returned to you, please send an email with complete mailing address.
- You agree that by using names, photos, and the likeness of others in your articles, you have been granted permission by the subject offering no payment from The Magazine or its publisher. Permissions to use photos must accompany submission.
- You agree that you will exhaust all efforts to fact check your stories before submitting for publication should people, places or things be involved.

This agreement shall be governed and construed in accordance with the laws of the State of Texas.

By signing, you agree that you have read, understand, and agree to the additional notes on the attached page labeled “Additional Notes”

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2021. (Date to be included on digital submission.)

Writer:

\_\_\_\_\_  
Signature

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**ADDITIONAL NOTES:**

- Writer grants MOCHA Enterprises the right to use your name, likeness, identity, online presence accounts, bio, and other information, to promote and advertise information submitted by you and to promote your connection with the publication.
- Writers must include legal name to the company and as bylines for essays. Pseudonyms may be used but will be stated online under the columnist's category.
- This agreement may be amended to satisfy the ethical, legal, and moral needs of the company.

**REPOSTING REVIEW:**

- Columnists may post their columns to other websites and media outlets, **4 hours after the column is posted to our sites and print publications**, unless MOCHA Enterprises has specified the column is specifically for the parent publications only. This will be notated during the article submission process.
- The rights conferred upon The Magazine by this Agreement shall be exclusive to The Magazine for a **period of six months after the first date The Magazine initially publishes the Article**. You reserve all other rights with exceptions. You have the exclusive right to sell/resell your article as submitted by you, not edited by us, UNLESS this is a special project work-for-hire exclusive only to our publications. Then, all inquiries to republish must be requested through MOCHA Enterprises by any interested party. This right must include a statement at the end of your article in another publication (print or digital), website, audio, etc. that states: This article was first published in Black El Paso Voice (or other publication name) | Month/Year.

Please submit the agreement and **the following information** to [MochaVisionMedia@gmail.com](mailto:MochaVisionMedia@gmail.com) and [moni@mochaenterprises.com](mailto:moni@mochaenterprises.com). If you complete the form online, the following information is available for you to include.

**The following is need for administrative purposes**

- Your preferred DBA name
- Your preferred email address
- Your preferred phone number
- Your preferred mailing address
- Your EIN (this can be submitted later)
- Your preferred method of compensation: Zelle, PayPal, CashApp, Postal Mail.

**The following is what will be included on your profile online or in print for public viewing:**

- Your writer's handle/name
- Preferred name of your column (if a columnist)
- Your email address (if you are a monthly contributing writer, we will provide you with an email address related to the publication, if requested. Example: marysmith@blackelpasovoice.com.)
- Your complete website URL
- Your social media handles (please include complete URL if unsure about your handle)
- A brief description about you to go underneath your name. This can include fun facts, or general content. The following is an example:

*Mary Smith | marysmith@blackelpasovoice.com | Facebook | Twitter | Instagram | YouTube  
I am a business owner, freelance writer, dog mom, and wine connoisseur. I enjoy nature and giving back to my community. I love to dance and on a good day, you can find me hiking.*

This form is also available online at:

<https://www.mochaenterprises.com/columnist-agreement/>