

## Fowler Email Archive Regarding Hearst Newspapers Piracy

Hi John,

Are you free for a phone call tomorrow? I'd like to talk to you about whether there is any possible legal strategy to approaching a situation we have with the Hearst Newspapers. Perhaps this is a case for you.

We recently discovered that the Hearst papers have one common website structure for all of their newspapers, that includes the same content, and these many, similar newspaper sites have been running a lot of our content without permission, for a long time, and have our new updating columns online now, along with dated archives of our columnists going back many years.

Hearst owns King Features Syndicate, the biggest syndicate which is our main competitor in editorial cartoons and columns; they are aware of who we are and what we do. I've heard stories about how King is rather belligerent towards us and frustrated with us internally. King sells editorial cartoons on the cheap, often giving them away for little or nothing as incentives for clients to order other features, undercutting us as we can't compete with cartoons that effectively cost nothing. King salespeople talk us down to editors when selling their content.

In the old Hearst newspaper sites' archives our content (multiple columnists) shows an attribution crediting Cagle Cartoons, and that attribution was removed on more recent content - to me that implies that the Hearst Web people were aware, or became aware, that they weren't licensing our content.

This is the most benign explanation I can think of:

I suspect this piracy may have started when Hearst was creating their common web site template and culling content from their constituent newspapers sites, paying no attention to whether they had rights to that content — and they likely posted archives of our columns from a paper in their group that may have subscribed to our service into the template including all of the non-subscribing Hearst papers - then Hearst continued updating our columns with our new columns and years later removed our credit line. The small Hearst paper I think they probably started the archives from, The Hour in Norwalk CT, cancelled their subscription to CagleCartoons years ago.

This may be an opportunity to demand a very large settlement for Hearst's long running and profligate piracy. The Hearst group includes lots of major papers, including the San Francisco Chronicle, Houston Chronicle, Seattle Post-Intelligencer, San Antonio Express-News and many others. I don't want to call Hearst before talking to you, to ask for payment and put a price on the value of the content, because they are so big and have been stealing so much for so many years, in so many newspaper web sites - also since they know us, and have expressed some competitive malice in the past. My experience in calling out pirates is that they will take the content down and then pay nothing.

Perhaps this is a good opportunity for you to work your legal magic. Lets talk.

I'm still grieving about the Teenie Genies.

All the best,  
Daryl  
(818) 802-5381

Daryl Cagle, Editorial Cartoonist  
Site: <http://Cagle.com>  
Store: <http://PoliticalCartoons.com>

Syndicate: <http://CagleCartoons.com>  
Blog: <http://DarylCagle.com>  
Subscriptions: <http://CagleWorld.com>  
Facebook: <http://Facebook.com/politicalcartoons>  
Twitter: @dcagle  
Instagram: @daryl.cagle

Hi John,

Some more information - you can see archives from our columnists here: <https://caglecartoons.com/contributors/columnists/> click on each head to see an archive.

There are three Hearst papers that are the only current, CagleCartoons subscribers we could find:  
37 - Albany Times Union  
6 - The Huron Daily Tribune  
13733 - Journal Courier

In this first group of links below you can see we searched for our columnist Tom Purcell on Hearst newspaper sites that do not subscribe to CagleCartoons, and we found archives of his columns. We spoke with Tom Purcell a couple of days ago and he tells us he didn't give permission to any newspapers to run his columns and he believed his columns ran only in CagleCartoons client papers.

We've had the experience of the Washington Post calling our cartoonists to get their permission for free and get around talking to us - the Washington Post, like Hearst, is also a competing syndicate and is also rather aggressive and not too friendly. I sent them a cease and desist letter and they stopped. Given that these Hearst papers look to be running all of our columnists, I doubt that called any columnists.

<https://www.chron.com/search/?action=search&firstRequest=1&searchindex=solr&query=Tom+Purcell&search=>

<https://www.darientimes.com/search/?action=search&firstRequest=1&searchindex=solr&query=Tom+Purcell&search=>  
≡

<https://www.greenwichtime.com/search/?action=search&firstRequest=1&searchindex=solr&query=Tom+Purcell&search=>  
ch=

<https://www.thehour.com/search/?action=search&firstRequest=1&searchindex=solr&query=Tom+Purcell&search=>

<https://www.fairfieldcitizenonline.com/search/?action=search&firstRequest=1&searchindex=solr&query=Tom+Purcell&search=>

This one has a Fitzsimmons cartoon:

<https://www.fairfieldcitizenonline.com/opinion/article/Commentary-Tom-Purcell-The-dying-art-of-16248099.php>

<https://www.ncadvertiser.com/search/?action=search&firstRequest=1&searchindex=solr&query=Tom+Purcell&search=>  
≡

Also has the Fitz cartoon

<https://www.newmilfordspectrum.com/search/?action=search&firstRequest=1&searchindex=solr&query=Tom+Purcell&search=>  
&search=

Also has the Fitz cartoon

<https://www.westport-news.com/search/?action=search&firstRequest=1&searchindex=solr&query=Tom+Purcell&search=>

Also has the Fitz Cartoon

Here are some more title of Hearst papers that are stealing our columnists, and associated cartoons (with our identifying numbers):

31 -Beaumont Enterprise  
2648 - Connecticut Post  
527 - The Edwardsville Intelligencer  
2649 - Greenwich Time  
4492 -Laredo Morning News (Former subscriber, quit in 2009)  
189 - News Advocate  
619 - The Middletown Press (Former subscriber, quit in 2016)  
2750 - Midland Daily News  
397 - Midland Reporter-Telegram  
2651 - New Haven Register  
45613 -The News Times  
621 - Norwalk Hour (Former subscriber, quit in 2016)  
2774 -The Pioneer  
488 - Plainview Herald (Former subscriber, quit in 2014)  
707 - Register Citizen (Former subscriber, quit in 2015)  
2954 - Seattle Post Intelligencer  
2652 - Stamford Advocate  
47117 - The Telegraph

Here are some Tom Purcell screenshots from non-subscribing Hearst newspaper sites, of Tom Purcell columns (remember, we have ten or more columnists, not a firm number at any one time because they quit and start up again, but Tom Purcell never quits, so he's a good example)

Hi John,

Thanks for the great conversation today! This is in three emails, note the zip file at the bottom of this email.

In these three emails are most of the 18 columnist contracts, of the columnists on our page at: <https://caglecartoons.com/contributors/columnists/>. There are four missing (Guzzardi, Polman, Flowers and Shannon) that will take me some time to find on paper, but these will let you know what those four look like. I'd rather not take the time hunting down the paper copies until you are sure you need them - there are conforming contracts, nothing unusual.

I think forward to hearing your creative legal strategy! Great to be working with you again.

Best,  
Daryl

Contracts with columnists:

This is our standard contract with columnists:

Cagle Cartoons, Inc., Letter of Agreement

Service Agreement Dated April 1, 2010, by and between –Name- (Columnist) and Cagle Cartoons, Inc. (Cagle).

1. Columnist agrees to provide columns during the term of this Agreement to Cagle and grants Cagle agency rights to translate, alter, resell, license and sublicense works by the Columnist to any and all media, print and electronic. Other works by the Columnist, that would not be considered "columns" and are not delivered to Cagle by Columnist, are not subject to this Agreement. Columnist retains the copyrights in all columns, and retains the right to reuse and republish columns provided to Cagle under this Agreement, in collective works, compilations or derivative works, such as a book in which a collection of columns are reprinted with or without revisions.
2. Columnist shall provide no less than one column per week to Cagle in a manner agreed by both parties.
3. Cagle will feature the columnist and columns on its Web sites and may make the columns available to newspapers and other media to reprint; this display and distribution constitutes full consideration for the use of columnist's columns during the term of this Agreement.
4. This Agreement shall continue in effect on the same terms and conditions until terminated. Either party may terminate this Agreement by giving written notice to the other party, at any time, the Agreement will terminate sixty days after receipt of such written notice.
5. Columnist warrants that she has sufficient rights in and to the columns, or has obtained appropriate permissions to grant the rights set forth in this Agreement. Columnist warrants that her columns do not infringe upon the copyright, trademark or other rights of any third parties; Columnist will hold Cagle harmless from any costs or damages that Cagle suffers as a result of a breach or alleged breach of this warranty.
6. Columnist agrees to keep confidential any information relating to or disclosed during the term of this Agreement that should reasonably be understood to be confidential or proprietary. Confidential information includes, but is not limited to, the terms of this Agreement, information about Cagle's technical processes, clients, product designs, sales, costs or other unpublished financial information, product and business plans, projections and marketing data.
7. The place of performance of this Agreement shall be considered to be Santa Barbara, California, U.S.A or whatever the business address of Cagle Cartoons, Inc. is at the time. Columnist agrees that any suit, action or proceeding brought by him against Cagle shall be instituted in a state or federal court sitting in Santa Barbara, California, or such other location of the principal office of the Company as identified by the Company from time to time. If Columnist brings any suit, action or proceeding in any other jurisdiction, the covenants contained in this Agreement may be pleaded as a complete defense to the jurisdiction of the court wherein the action may be brought, and will constitute grounds for dismissal with prejudice of such suit, action or proceeding.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, without reference to conflict of law rules and principles. This is the entire agreement of Cagle and the Columnist regarding the subject matter hereof and cannot be amended or modified except in writing, signed by Cagle and the Columnist.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
-Name-, Columnist

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Daryl Cagle, President, Cagle Cartoons, Inc.

This is a little older standard contract with columnists

Cagle Cartoons, Inc., Letter of Agreement

Service Agreement

Dated \_\_\_\_\_, by and between  
\_\_\_\_\_ (Columnist) and Cagle Cartoons, Inc. (Cagle)

1. Columnist agrees to provide Cagle with an average of at least one column per week for the term of this Agreement, in a manner agreed by Cagle and Columnist. Columnist grants Cagle the right to post the column on Cagle Web Sites (including [Caglepost.com](http://Caglepost.com) , [Cagle.com](http://Cagle.com) , [Cagle.msnbc.com](http://Cagle.msnbc.com) and newsletters, and on [MSNBC.com](http://MSNBC.com) and [MSN.com](http://MSN.com) sites). Columnist retains all rights and copyrights to the columns.
2. Cagle will post the columns on [Caglepost.com](http://Caglepost.com) and may post the columns on other Cagle Web Sites. Cagle has the right not to post, or to edit out any content that may be considered offensive or libelous or for any reason. Cagle agrees to post a biography of Columnist and any promotional information as agreed by Cagle and Columnist. Cagle's posting of the columns constitutes full consideration for the services and product provided by Columnist.
3. This Agreement shall continue in effect on the same terms and conditions until terminated. Either party may terminate this Agreement by giving written notice to the other party, at any time, the Agreement will terminate sixty days after receipt of such written notice, however the Columnist may stop providing columns upon notice of termination.
4. Columnist warrants that he has sufficient rights in and to the columns, or has obtained appropriate permissions to grant the rights set forth in this Agreement. Columnist warrants that his columns do not infringe upon the copyright, trademark or other rights of any third parties; Columnist will hold Cagle harmless from any costs or damages that Cagle suffers as a result of a breach or alleged breach of this warranty.
5. Columnist agrees to keep confidential any information relating to or disclosed during the term of this Agreement that should reasonably be understood to be confidential or proprietary. Confidential information includes, but is not limited to, the terms of this Agreement, information about Cagle's technical processes, clients, product designs, sales, costs or other unpublished financial information, product and

business plans, projections and marketing data. Columnist will be obligated not to disclose confidential information for the term of this Agreement and for five years after the termination of this Agreement.

6. The place of performance of this Agreement shall be considered to be Santa Barbara, California, U.S.A or whatever the business address of Cagle Cartoons, Inc. is at the time. Columnist agrees that any suit, action or proceeding brought by him against Cagle shall be instituted in a state or federal court sitting in Santa Barbara, California, or such other location of the principal office of the Company as identified by the Company from time to time. If Columnist brings any suit, action or proceeding in any other jurisdiction, the covenants contained in this Agreement may be pleaded as a complete defense to the jurisdiction of the court wherein the action may be brought, and will constitute grounds for dismissal with prejudice of such suit, action or proceeding.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, without reference to conflict of law rules and principles. This is the entire agreement of Cagle and the Columnist regarding the subject matter hereof and cannot be amended or modified except in writing, signed by Cagle and the Columnist .

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Columnist

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Cari Dawson Bartley, Executive Editor, Cagle Cartoons, Inc.

-----  
Tom Purcell - his amended contract down from \$200/month to \$100/month  
6/1/2020

Cagle Cartoons, Inc., Letter of Agreement

Service Agreement Dated June 1, 2020, by and between Tom Purcell (Columnist) and Cagle Cartoons, Inc. (Cagle).

1. Columnist agrees to provide columns during the term of this Agreement to Cagle and grants Cagle agency rights to translate, alter, resell, license and sublicense works by the Columnist to any and all media, print and electronic. Other works by the Columnist , that would not be considered "columns" and are not delivered to Cagle by Columnist , are not subject to this Agreement. Columnist retains the copyrights in all of his columns, and retains the right to reuse and republish columns provided to Cagle under this Agreement.

2. Columnist shall provide no less than one column per week to Cagle in a manner agreed by both parties.

3. Cagle may feature the columnist and columns on its Web sites and may make the columns available to newspapers and other media to reprint; Cagle will pay columnist \$100.00 per month during the term of this Agreement.

4. This Agreement shall continue in effect on the same terms and conditions until terminated. Either party may terminate this Agreement by giving written notice to the other party, at any time.

5. Columnist warrants that he has sufficient rights in and to the columns, or has obtained appropriate permissions to grant the rights set forth in this Agreement. Columnist warrants that his columns do not infringe upon the copyright, trademark or other rights of any third parties; Columnist will hold Cagle harmless from any costs or damages that Cagle suffers as a result of a breach or alleged breach of this warranty. This Agreement supercedes and novates any prior contracts between Purcell and Cagle

6. Columnist agrees to keep confidential any information relating to or disclosed during the term of this Agreement that should reasonably be understood to be confidential or proprietary. Confidential information includes, but is not limited to, the terms of this Agreement, information about Cagle's technical processes, clients, product designs, sales, costs or other unpublished financial information, product and business plans, projections and marketing data.

7. The place of performance of this Agreement shall be considered to be Santa Barbara, California, U.S.A or whatever the business address of Cagle Cartoons, Inc. is at the time. Columnist agrees that any suit, action or proceeding brought by him against Cagle shall be instituted in a state or federal court sitting in Santa Barbara, California, or such other location of the principal office of the Company as identified by the Company from time to time. If Columnist brings any suit, action or proceeding in any other jurisdiction, the covenants contained in this Agreement may be pleaded as a complete defense to the jurisdiction of the court wherein the action may be brought, and will constitute grounds for dismissal with prejudice of such suit, action or proceeding.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, without reference to conflict of law rules and principles. This is the entire agreement of Cagle and the Columnist regarding the subject matter hereof and cannot be amended or modified except in writing, signed by Cagle and the Columnist .

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Tom Purcell, Columnist

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Daryl Cagle, President, Cagle Cartoons, Inc.

Original Tom Purcell Contract 2006

Tom tells us he no longer has personal deals with any of the excluded papers on this list.

Cagle Cartoons, Inc., Letter of Agreement  
Service Agreement Dated December 4th, 2006, by and between

Tom Purcell (Columnist) and Cagle Cartoons, Inc. (Cagle)

1. Columnist agrees to provide columns during the term of this Agreement to Cagle and grants Cagle exclusive agency rights to translate, alter, resell, license and sublicense these cartoons to any and all media, print and electronic. Other works by the Columnist , that would not be considered "columns" and are not delivered to Cagle by Columnist , are not subject to this Agreement. Columnist retains the copyrights in all columns, and retains the exclusive right to reuse and republish columns provided Cagle

under this Agreement, in collective works, compilations or derivative works, such as a book in which a collection of columns are reprinted with or without revisions. The following publications are not subject to this agency:

Σ [CatholicExchange.com](http://CatholicExchange.com)

Σ [JewishWorldReview.com](http://JewishWorldReview.com)

Σ [MensNewsDaily.com](http://MensNewsDaily.com)

Σ Omaha World-Herald

Σ Blackfoot Valley Dispatch

Σ Marshall County Tribune

Σ Gillette News-Record

Σ Arizona Daily Star

Σ Waterbury Republican

Σ Washington Times

(Note: I will not block this paper. Merely want permission to keep publishing in there until Cari is able to make a deal happen with them, hopefully.)

Σ Pittsburgh Tribune-Review and Greensburg Tribune

(Note: This is the market that got me started, and I have a lively following here. I've run in the Pittsburgh and Greensburg Trib for 14 years. I expect this relationship to last a long, long time, however, in the unlikely event that the Trib and I were to part, I'd like to leave open the ability to sell my feature to the Pittsburgh Post-Gazette. Also, as a courtesy to the Trib, I'd like to place the same geographic distribution restrictions on my column that apply to Bill Steigerwald's. "RESTRICTIONS: Tom Purcell's columns may not be reprinted in general circulation print media in Pennsylvania's Allegheny, Beaver, Butler, and Westmoreland Counties.")

Σ Contra Costa Papers & Northern California Papers Under Singleton (i.e. Dan Hatfield)

(Note: I will not block these papers. I wish only to say that if Cari is able to work a multi-paper deal with Dan Hatfield – in part because my column is part of the Cagle offering and Dan will be promoting your service and my feature to these papers when a deal is struck – that expands your collection of Singleton papers in Northern California, as well as your revenue, that you will strongly consider bumping my rate up to \$100.00 per week sooner rather than later.)

2. Columnist shall provide no less than one column per week to Cagle in a manner agreed by both parties.

3. Cagle will pay Columnist no less than \$ 250.00 (Two Hundred Fifty US Dollars) per month for the term of this Agreement.

4. This Agreement shall continue in effect on the same terms and conditions until terminated. Either party may terminate this Agreement by giving written notice to the other party, at any time, the Agreement will terminate ninety days after receipt of such written notice.

5. Columnist warrants that he has sufficient rights in and to the columns, or has obtained appropriate permissions to grant the rights set forth in this Agreement. Columnist warrants that his columns do not infringe upon the copyright, trademark or other rights of any third parties; Columnist will hold Cagle harmless from any costs or damages that Cagle suffers as a result of a breach or alleged breach of this warranty.

6. Columnist agrees to keep confidential any information relating to or disclosed during the term of this Agreement that should reasonably be understood to be confidential or proprietary. Confidential information includes, but is not limited to, the terms of this Agreement, information about Cagle's technical processes, clients, product designs, sales, costs or other unpublished financial information, product and business plans, projections and marketing data. Columnist will be obligated not to disclose confidential information for the term of this Agreement and for five years after the termination of this Agreement.

7. The place of performance of this Agreement shall be considered to be Santa Barbara, California, U.S.A or whatever the business address of Cagle Cartoons, Inc. is at the time. Columnist agrees that any suit, action or proceeding brought by him against Cagle shall be instituted in a state or federal court sitting in Santa Barbara, California, or such other location of the principal office of the Company as identified by the Company from time to time. If Columnist brings any suit, action or proceeding in any other jurisdiction, the covenants contained in this Agreement may be pleaded as a complete defense to the jurisdiction of the court wherein the action may be brought, and will constitute grounds for dismissal with prejudice of such suit, action or proceeding.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, without reference to conflict of law rules and principles. This is the entire agreement of Cagle and the Columnist regarding the subject matter hereof and cannot be amended or modified except in writing, signed by Cagle and the Columnist .

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tom Purcell, Columnist

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Daryl Cagle, President, Cagle Cartoons, Inc.

-----

-Michael Reagan and Bill Steigerwald  
Most recent contract

From: Bill Steigerwald <[paperboy@gmail.com](mailto:paperboy@gmail.com)>  
Subject: Re: New Cagle Contract - please respond with the words "I AGREE"  
Date: January 23, 2020 at 12:36:13 PM PST  
To: Michael Reagan <[mike@reagan.com](mailto:mike@reagan.com)>, Daryl Cagle <[daryl@cagle.com](mailto:daryl@cagle.com)>

Yes, I agree.

Wholeheartedly -- and thanks.

From: Michael Reagan <[mike@reagan.com](mailto:mike@reagan.com)>

Subject: Re: New Cagle Contract - please respond with the words "I AGREE"

Date: January 25, 2020 at 3:24:35 PM PST

To: Daryl Cagle <[daryl@cagle.com](mailto:daryl@cagle.com)>

Thought I already did..I agree..Mike

Sent from my iPhone

On Jan 20, 2020, at 4:21 PM, Daryl Cagle <[daryl@cagle.com](mailto:daryl@cagle.com)> wrote:

Dear Michael and Bill,

Since things are strange and different under AB 5 in California, and our last contracts were done by email about 17 years ago, I thought we should renew the contract.

Our insurance requires us to have a current "Warranty of Originality" and with Michael not being paid, it isn't clear which of you, or both, owns the copyright to the columns (that would be by agreement between the two of you), also I need a clear agreement to sub-license rights to the columns to third parties, particularly with Michael not being paid.

So, sorry to bother you with this, but please email me back with the words "I AGREE" and we're good to keep going. Let me know if you have any questions or concerns.

This will be all I need, but you probably should agree who owns what rights to the columns and anything else between you.

Your fan,  
Daryl

Service Agreement Dated January 1, 2020, by and between Michael Reagan (Reagan), Bill Steigerwald (Steigerwald) and Cagle Cartoons, Inc. (Cagle).

1. Reagan and Steigerwald agree to provide columns during the term of this Agreement to Cagle and grant Cagle agency rights to translate, alter, resell, license and sublicense works by Reagan and Steigerwald to any and all media, print and electronic. Other works by Reagan and/or Steigerwald, that would not be considered "columns" and are not delivered to Cagle by Reagan and Steigerwald, are not subject to this Agreement.

Reagan and Steigerwald retain the copyrights in all columns, and retain the right to reuse and republish columns provided to Cagle under this Agreement, in collective works, compilations or derivative works, such as a book in which a collection of columns are reprinted with or without revisions.

2. Reagan and Steigerwald shall provide no less than one column per week to Cagle in a manner agreed by both parties.

3. Cagle will feature the columns on its Web sites and may make the columns available to newspapers and other media to reprint; this display and distribution constitutes full consideration for the use of Reagan's rights to the columns during the term of this Agreement and for Cagle's use of Reagan's name in association with the columns; Cagle will not pay Reagan. Cagle will pay Steigerwald \$550.00/month for his rights to the columns.

4. This Agreement shall continue in effect on the same terms and conditions until terminated. Either party may terminate this Agreement by giving written notice to the other party, at any time, the Agreement will terminate upon receipt of such written notice. This Agreement supercedes and novates any previous contract(s) between the parties.

5. Reagan and Steigerwald warrant that they have sufficient rights in and to the columns, or have obtained appropriate permissions to grant the rights set forth in this Agreement. Reagan and Steigerwald warrant that their columns do not infringe upon the copyright, trademark or other rights of any third parties; Reagan and Steigerwald will hold Cagle harmless from any costs or damages that Cagle suffers as a result of a breach or alleged breach of this warranty.

6. Reagan and Steigerwald agree to keep confidential any information relating to or disclosed during the term of this Agreement that should reasonably be understood to be confidential or proprietary. Confidential information includes, but is not limited to, the terms of this Agreement, information about Cagle's technical processes, clients, product designs, sales, costs or other unpublished financial information, product and business plans, projections and marketing data.

7. The place of performance of this Agreement shall be considered to be Santa Barbara, California, U.S.A or whatever the business address of Cagle Cartoons, Inc. is at the time. Reagan and Steigerwald agree that any suit, action or proceeding brought by him against Cagle shall be instituted in a state or federal court sitting in Santa Barbara, California, or such other location of the principal office of Cagle as identified by Cagle from time to time. If Reagan and/or Steigerwald bring any suit, action or proceeding in any other jurisdiction, the covenants contained in this Agreement may be pleaded as a complete defense to the jurisdiction of the court wherein the action may be brought, and will constitute grounds for dismissal with prejudice of such suit, action or proceeding.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, without reference to conflict of law rules and principles. This is the entire agreement of Cagle and the Columnist regarding the subject matter hereof and cannot be amended or modified except in writing, signed by Cagle and the Columnist .

Agreed,  
by Daryl Cagle, Cagle Cartoons, Inc.

-----

Hi John,

I wanted to correct something from our conversation yesterday. We talked about how much the three Hearst papers that subscribe to CagleCartoons pay for our service, and you expanded on that to say that, in general, you would understand that the papers would pay between \$50 and \$100/month, that's not so, because all three of these are small papers. Larger papers pay more.

For example, a large Hearst paper that is stealing our columns is the Houston Chronicle, [chron.com](http://chron.com). By comparison, a large, non-Hearst newspaper in Texas that subscribes to CagleCartoons is the Ft Worth Star-Telegram which pays \$253.68/month.

The average daily circulation of the Houston Chronicle is 384,007  
The average daily circulation of the Ft Worth Star Telegram is 195,255

The Houston Chronicle should pay \$500/month by that measure - of-course, prices are subject to negotiation and the bigger papers negotiate for a break as more syndicates are competing to sell to them, so it isn't a linear thing, but a general rule for our prices is \$1.50/week per 1,000 of circulation, so a small paper with 10,000 circulation would pay \$15/week or \$64/month. This most we've had a large circulation newspaper pay is *USA Today* \$600/month and *the China Daily* \$800/month, but both quit recently. The biggest web-only client for us is [arcamax.com](http://arcamax.com), which pays us \$893.82/month

We have a floor now of \$17.00/week for small new subscribers. We charge the same for print or Web, no price break for Web only.

All the best,  
Daryl

Daryl Cagle, Editorial Cartoonist  
Site: <http://Cagle.com>  
Store: <http://PoliticalCartoons.com>  
Syndicate: <http://CagleCartoons.com>  
Blog: <http://DarylCagle.com>  
Subscriptions: <http://CagleWorld.com>  
Facebook: <http://Facebook.com/politicalcartoons>  
Twitter: @dcagle  
Instagram: @daryl.cagle

Hi John,

I wanted to correct something from our conversation yesterday. We talked about how much the three Hearst papers that subscribe to CagleCartoons pay for our service, and you expanded on that to say that, in general, you would understand that the papers would pay between \$50 and \$100/month, that's not so, because all three of these are small papers. Larger papers pay more.

For example, a large Hearst paper that is stealing our columns is the Houston Chronicle, [chron.com](http://chron.com). By comparison, a large, non-Hearst newspaper in Texas that subscribes to CagleCartoons is the Ft Worth Star-Telegram which pays \$253.68/month.

The average daily circulation of the Houston Chronicle is 384,007  
The average daily circulation of the Ft Worth Star Telegram is 195,255

The Houston Chronicle should pay \$500/month by that measure - of-course, prices are subject to negotiation and the bigger papers negotiate for a break as more syndicates are competing to sell to them, so it isn't a linear thing, but a general rule for our prices is \$1.50/week per 1,000 of circulation, so a small paper with 10,000 circulation would pay \$15/week or \$64/month. This most we've had a large circulation newspaper pay is *USA Today* \$600/month and *the China Daily* \$800/month, but both quit recently. The biggest web-only client for us is [arcamax.com](http://arcamax.com), which pays us \$893.82/month

We have a floor now of \$17.00/week for small new subscribers. We charge the same for print or Web, no price break for Web only.

All the best,  
Daryl

Daryl Cagle, Editorial Cartoonist

Site: <http://Cagle.com>

Store: <http://PoliticalCartoons.com>

Syndicate: <http://CagleCartoons.com>

Blog: <http://DarylCagle.com>

Subscriptions: <http://CagleWorld.com>

Facebook: <http://Facebook.com/politicalcartoons>

Twitter: @dcagle

Instagram: @daryl.cagle