



Hell's Kitchen

472 French Road, Rochester, New York 14618 Phone: (716)-235-7666 E-mail: diablo@csh.rit.edu

Thanks for your interest in Hell's Kitchen!

We know that this document is long, but we want everyone who is interested in joining to know as much about how Hell's Kitchen works as possible. Since member organizations make up a part of the decision making body of Hell's Kitchen, we've included all of our organization details.

Yes, it makes the agreement much more intimidating, but we don't want you to feel you're getting into something you don't fully understand.

So read over the document, paying close attention to the rights and obligations of Member Organizations. If you have any questions, don't hesitate to call us at 716.235.7666 or email [<diablo@csh.rit.edu>](mailto:diablo@csh.rit.edu).

As soon as we receive your signed copy, you'll be a member of Hell's Kitchen!

Make sure you send everything to:

**Hell's Kitchen
472 French Rd.
Rochester, NY 14618**

We look forward to hearing from you.

Sean Hammond
Susan, Hell's Kitchen

The Far From Frivolous Organizational Document for Hell's Kitchen/ Mutual Publication and License Agreement (F3ODFHK/MPALA)

Intro:

This F3ODFHK/MPALA (the Agreement) is entered into as of _____ (the Effective Date) by and between _____ (your organization's name), having its principle office at _____ (geographic or cyber location) and Hell's Kitchen (DOP-B, 7A).

The undersigned do hereby certify that the following articles, clauses, and suggestions are true to the best of their knowledge:

Declaration of Purpose:

- A. Though there are a number of newswire services for use by professional and college newspapers, there is a conspicuous lack of such a service for small, less conventional, or under appreciated outlets for creative expression.
- B. To that end, Hell's Kitchen(7A) is the operator of an electronic contentwire which provides a medium for non-traditional media groups, as well as traditional media groups, to transfer Creative Content(6C) and news and to use these data for the mutual benefit of the Member Organizations (i.e. groups which have joined Hell's Kitchen)(5,6) and Hell's Kitchen Partners (i.e. any intermediate user, holder, sublicensee, or transmitter of Hell's Kitchen Member Organizations' Creative Content or groups which Hell's Kitchen chooses to ally itself with) (7B, 12, court notes).
- C. Hell's Kitchen will aggressively attempt to increase the number of Member Organizations through recruitment and acceptance of applicants to ensure a varied and diverse meme pool.

SECTION 1. ORGANIZATION OF HELL'S KITCHEN

Article 1. Organs

- A. The principal organs of Hell's Kitchen(DOP-B, 7A) are: Carissimus Diablo(2), the Court(3), Susan(4), and the assembly of Total Member Organizations(9).
- B. Subsidiary organs may be established in accordance with the present Organizing Document, as needed.

Article 2. Carissimus Diablo

- A. The Executive power of Hell's Kitchen(DOP-B, 7A) shall be vested in a single entity known as Carissimus Diablo(1).
- B. Carissimus Diablo is a gestalt entity comprised of the Court(1,3).

Article 3. The Court

- A. The Court(1) consists of three individuals temporarily appointed as needed from all the active staff members of the Total Member Organizations(1,9) of Hell's Kitchen(DOP-B,7A).
- B. The purpose of the Court is to interpret this organizing document and expedite policy decisions based on its content.
- C. Any member of the Court can abdicate their position if they feel there is a conflict of interests.
- D. The decision of the Court is based on majority vote.

Article 4. Susan

- A. The primary purpose of Susan(1) is to act as Secretary for Carissimus Diablo(1,2).
- B. In order to ensure prompt and effective action by Hell's Kitchen(DOP-B, 7A), the Member

Organizations(DOP-B,5,6) give Susan the responsibility for making sure the Court(1,3) is chosen as needed, forwarding messages and Creative Content Feed(8A) to their destinations(see also 15B), promoting Hell's Kitchen, indoctrinating new Member Organizations, maintaining the Hell's Kitchen web site, making policy recommendations to the Court, and any other activities arising which would require immediate response.

C. The actions of Susan are subject to review by the Court.

D. Susan is an individual elected by popular vote of all Total Member Organizations(1,9), as needed.

E. The term of the position of Susan is indefinite. The office of Susan can be contested by anyone, at which point elections are held.

SECTION 2. MEMBERS AND MUTUAL COMMITMENTS

Article 5. Membership

A. Membership in Hell's Kitchen(DOP-B, 7A) is open to all organizations which accept the obligations contained in the present Organizing Document and, in the judgment of Hell's Kitchen, are able and willing to carry out those obligations.

Article 6. Member Organizations

A. Each Member Organization(DOP-B,5) retains sovereignty, freedom, and independence, and every power, jurisdiction, and right which is not expressly delegated to Hell's Kitchen(DOP-B, 7A) by this Organizing Document.

B. Each Member Organization shall produce some form of original Creative Content(6C).

C. Creative Content shall be defined as being, though not limited to, all opinion/editorial articles, works of fiction, factual news, poetry, illustration, cartoons, photographs, music, spoken word, video, theatre, sculpture, and any other media for artistic expression currently existing, or not yet in existence, produced for use by the Member Organization.

D. Each Member Organization shall have a set Production Schedule(defined as the regular, scheduled display and/or distribution of a Member Organization's individual Creative Content) during which they produce their Creative Content.

Article 7. Roles of Member Organizations toward Hell's Kitchen

A. By signing this Organizing Document, all Member Organizations (DOP-B,5,6) agree to enter into a firm league of friendship with each other for their common defense, the security of their liberties, and their collective and individual welfare.

1.) The name of this federation is Hell's Kitchen(DOP-B)

B. Each Member Organization shall deliver to Hell's Kitchen their Creative Content (6C) during their Production Schedule(6D) with the understanding and consent that their Creative Content will be sent to all Member Organizations and Hell's Kitchen Partners(DOP-B, 12, court notes) for their use.

1.) All individual Member Organizations retain ownership of their individually produced Creative Content *ad infinitas*.

2.) Member Organizations understand and give their consent to Hell's Kitchen to retain the right to reproduce all individually produced Creative Content sent to Hell's Kitchen prior to the termination(13) of the Agreement (Intro).

3.) Member Organizations shall not knowingly forward the Creative Content Feed (8A) received from Hell's Kitchen to non-member organizations or any wire services. (DOP-B,12, court notes) To do so is a cause for expulsion from Hell's Kitchen. (13C)

C. Each Member Organization shall use its best efforts to deliver the Creative Content evenly throughout the Production Schedule as soon as practical.

1.) In the case of media which is meant to be exhibited (i.e. sculpture, theatre, dance, spo-

ken word, etc.), Member Organizations shall provide information about the media in the form of press releases or promotional segments.

D. When applicable, Member Organizations shall grant Hell's Kitchen a free subscription to the Member Organization's individually produced Creative Content.

E. Each Member Organization shall clearly state in its individually produced Creative Content that it is a Member Organization of Hell's Kitchen.

F. Where applicable, Member Organizations shall construct and maintain, at their own expense, a direct link from the front page of its website or online presentation of Creative Content to Hell's Kitchen's website (the Hypertext Link).

G. Member Organizations shall attribute authorship to Hell's Kitchen and other Member Organizations, for any Creative Content derived from the Creative Content Feed. (see also 13C3, 18A, 18B)

1.) In the case when press releases or promotional segments are received concerning exhibits, Member Organizations shall promote these activities to the best of their ability.

H. No Member Organization shall enter into any conference, agreement, alliance, or contract with any wire services which Hell's Kitchen has agreements with. (see also DOP-B, 12, court notes)

I. All Member Organizations shall give Hell's Kitchen every assistance in any action it takes in accordance with the present Organizing Document, and shall refrain from giving assistance to any Organization against which Hell's Kitchen is taking preventive or enforcement action.

Article 8. Roles of Hell's Kitchen toward Member Organizations

A. Hell's Kitchen(DOP-B, 7A) shall deliver to all Member Organizations(DOP-B,5,6) and Hell's Kitchen Partners(DOP-B, 12, court notes) through email or Hell's Kitchen's web site, at Hell's Kitchen's expense but according to Hell's Kitchen's delivery requirements, the Creative Content Feed generated by combining individual Member Organizations Creative Content(6C). B.

Hell's Kitchen shall attribute, and shall use its best efforts to cause other Member Organizations and Hell's Kitchen Partners to attribute, original authorship of Creative Content to said authors, originating Member Organizations or Hell's Kitchen partners.

C. Hell's Kitchen shall construct and maintain, at its own expense, a direct link from its website to the Member Organization's website.

D. Nothing contained in the present Organizing Document shall authorize Hell's Kitchen to intervene in matters which are within the internal jurisdiction of any Member Organization or will require the Member Organizations to submit such matters to Hell's Kitchen for settlement.

Article 9. Total Member Organizations

A. Member Organizations(DOP-B,5,6) that derive 50% or more of their Creative Content(6C) from the Creative Content Feed(8A) from Hell's Kitchen(DOP-B, 7A) on a regular basis are Total Member Organizations by default.

B. Alternately, Member Organizations which actively choose to follow the conditions in Article 10 are voluntarily Total Member Organizations.

C. Member Organizations which fit all the criteria for being Total Member Organizations but are members of wire services other than Hell's Kitchen are ineligible to be Total Member Organizations.(see also 12 and court notes)

D. As Total Member Organizations are Member Organizations, the phrase Member Organization shall encompass Total Member Organizations unless distinctions between Total Member Organizations and Member Organizations are being made.

Article 10. Roles of Total Member Organizations toward Hell's Kitchen

A. In addition to all applicable portions of Article 7, each Total Member Organization(1,9) shall

provide, at its own expense, a prominent display to accompany their individually produced Creative Content(6C), stating that they are a branch of Hell's Kitchen(DOP-B, 7A).

1.) Such a display shall utilize the name Hell's Kitchen and use the official logo of Hell's Kitchen, or a stylized version of the logo created by the Total Member Publication.

B. Total Member Organizations complying with Article 10A need not uphold Article 7E.

Article 11. Roles of Hell's Kitchen toward Total Member Organizations

A. In addition to all applicable portions of Article 8 Hell's Kitchen(DOP-B, 7A) shall construct and maintain, at its own expense, a more prominent, direct link from its website to the Total Member Organization's(1,9) website than links provided to Member Organizations(DOP-B,5,6).

B. Hell's Kitchen may, at its discretion and funds willing, choose to provide financial assistance to Total Member Organizations(9).

1.) Financial assistance must be approved by Carissimus Diablo(1,2).

C. Hell's Kitchen will provide Creative Content Feed from Hell's Kitchen Partners (DOP-B) and wire services (12) which it has agreements with, to all the Total Member Organizations, in addition to the Creative Content Feed.

D. Hell's Kitchen may, resources willing, provide special services to Total Member Organizations and Hell's Kitchen Partners(DOP-B). 1. These services are to be determined by Hell's Kitchen and do not need to be used by the Total Member Organizations or Partners of Hell's Kitchen.

SECTION 3. EXCLUSIVITY ISSUES

Article 12: Wire services

A. Hell's Kitchen shall serve as the sole agent by which Total Member Organizations receive Creative Content from wire services other than Hell's Kitchen.

B. Hell's Kitchen(DOP-B, 7A) shall serve as the sole agent by which Creative Content(6C) from Member Organizations(DOP-B, 5, 6) is sent to wire services with which it has agreements. (see also 7B, court notes)

C. Total Member Organizations (1, 9) shall reserve the right to request Hell's Kitchen to acquire the rights to use material from a wire service with which it does not have an agreement.

1. If the said wire service requires a fee, Hell's Kitchen can either pay for it itself (funds willing) with authorization from Carissimus Diablo (1,2), or request the assembly of Total Member Organizations to authorize Hell's Kitchen to raise a tax on all Total Member Organizations. Any vote of approving such a tax must be unanimous.

D. In the event an organization wishes to join Hell's Kitchen and is already a member of a wire service, Hell's Kitchen has no authority to withhold membership, nor make acceptance into Hell's Kitchen conditional upon the applicant's withdrawal from the wire service/s. (see 9C)

E. Hell's Kitchen will not knowingly distribute Creative Content from a wire service which it is not a member of to any Member Organization or Hell's Kitchen Partner. (7B, court notes)

Court notes: The Articles and sections dealing with wire services exist to try and stop wire services independent from Hell's Kitchen from receiving duplicate material and insuring contracts Hell's Kitchen has with various wire services are not violated. The Articles in question also exist to try and stop Member Organizations from sending material from Hell's Kitchen and its Partners to groups outside of Hell's Kitchen for their possible use. (see also 7B3, 9C, 10, 11C, 12)

SECTION 4. TERM AND TERMINATION

Article 13. Term and Termination

A. This Agreement(Intro) shall commence upon the Effective Date(Intro) and continue in full force and effect until terminated by either party with ten days prior written notice to the other

party.

B. All rights and obligations of the parties shall end upon the termination of this Agreement, with the exception of Article 7, section B, part 2.

C. Any Member Organization(DOP-B,5,6) may have its membership in Hell's Kitchen(DOP-B, 7A) revoked by, though not limited to, the following: 1.) failing to send Creative Content(6C) to Hell's Kitchen for an extended period of time during its Production Schedule(6D).

2.) repeatedly failing to produce Creative Content during its Production Schedule.

3.) reproducing Creative Content with inadequate attribution of its source(see also Articles 7g, 18A, 18B).

4.) forwarding the Creative Content Feed from Hell's Kitchen to non-member organizations or any wire services, excluding Hell's Kitchen.

D. Carissimus Diablo(1,2) will make the final decision on revoking membership.

SECTION 5. COURTESY AND COOPERATION

Article 14. Appeals

A. Any Member Organization(DOP-B,5,6) can appeal the decision of Carissimus Diablo(1,2) in any matter.

B. In such a case, Carissimus Diablo will call His Court(1,3).

Article 15. Civil Clauses

A. No Member Organization(DOP-B,5,6) shall attempt to influence or substantially change the Creative Content(6C) of any other Member Organization without prior permission from the original Member Organization.

B. When a Member Organization receives correspondence from an outside source that is obviously intended for another Member Organization, the correspondence should be relayed immediately to Hell's Kitchen(DOP-B, 7A) or to the intended Member Organization.

Article 16. Conflicts

A. In the event of conflicts between Member Organizations(DOP-B,5,6) that can not be settled internally, the Member Organizations can appeal to Carissimus Diablo(1, 2).

B. He will then call His Court(1, 3) to arbitrate the conflict and arrive at a decision, if necessary.

Article 17. Encompassing Jurisdictions

A. Member Organizations (DOP-B,5,6) are required to obey the laws of the area in which they reside, both physically and non-physically.

B. This Article does not apply under any of the following conditions:

1.) When the law infringes on self expression.

2.) When it concerns two laws outside this document that contradict one another.

Article 18. General Provisions

A. _____(your organization's name) states that the following are true to the best of its knowledge:

1.) it has the right and authority to enter into this agreement

2.) it has obtained all Intellectual Property rights and rights to transfer their Creative Content(6C) and Intellectual Property, and

3.) it has the right to grant licenses and sublicenses of Creative Content and Intellectual Property set forth in this Agreement(Intro). (See also 7G, 13C3, 18B)

B. No Member Organization shall knowingly present Creative Content without demonstrable or implied permission from the original author.

C. All Member Organizations state that, to the best of their knowledge, their Creative Content has been duly researched, and is true and represents statements of fact unless a specific piece

- of the Creative Content is an opinion, conjecture, parody or some other deviation from fact.
- D. This Agreement shall be binding upon and be to the benefit of the signers of this Agreement, their successors and assigns.
- E. No modification to this Agreement(Intro, *et omnis*), nor any waiver of any rights, shall be effective unless assented to in writing by Hell's Kitchen(DOP-B, 7A)
- F. Nothing in this Agreement will impair Hell's Kitchen's right to independently license or sub-license Hell's Kitchen or access to Hell's Kitchen.
- G. This Agreement constitutes the entire and exclusive Agreement between Hell's Kitchen and the Member Organization with respect to the subject matter covered in the Agreement and supersedes and cancels all previous agreements, commitments and writings between the Member Organizations and Hell's Kitchen.
- H. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

SECTION 6. MISC.

The Phoenix Clause: If any individual believes there is ample evidence that Hell's Kitchen(DOP-B, 7A) has become solely interested in self-perpetuation at the expense of the Creative Content(6C) or cooperation, the Phoenix Clause can be invoked. This demands that Carissimus Diablo(1,2) call His Court(1,3). Evidence is to be presented to the Court. If Hell's Kitchen is found guilty, the existing framework is to be destroyed until such a time as the framework can be recreated. Prior to the framework's dissolution, any assets which Hell's Kitchen retains will be paid to all Total Member Organizations(1,9) for services rendered based on their output over the preceding 10 weeks(IRS6).

IRS Clause: The following organizational details are included to comply with rules and regulations set by the Internal Revenue Service of the United States of America:

1. The name of the organization that uses this Organizing Document is Hell's Kitchen.
2. Hell's Kitchen is a federation of separate Organizations(DOP-B,5, 6) and is organized exclusively for one or more of the purposes as specified in Section 501 (c)(3) of the Internal Revenue Code (IRC) of 1986, and shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under IRC 501(c)(3) or corresponding provisions of any subsequent tax laws.
3. No substantial part of the activities of Hell's Kitchen shall be carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided by IRC 501(h)) or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to any candidates for public office.
4. No part of the net earnings of the organization shall inure to the benefit of any individual member, individual trustee, individual director, individual officer of Hell's Kitchen, or any private individual (except that reasonable compensation may be paid for services rendered to or for the organization), and no individual member, individual trustee, individual officer of Hell's Kitchen or any private individual shall be entitled to share in the distribution of any of Hell's Kitchen's assets on dissolution of the organization (Phoenix Clause).
5. In any taxable year in which Hell's Kitchen is a private foundation as described in IRC 509(a), Hell's Kitchen shall distribute its income for said period at such time and manner as not to subject it to tax under IRC 4942, and Hell's Kitchen shall not:
 - a. engage in any act of self-dealing as defined in IRC 4941(d)
 - b. retain excess business holdings as defined in IRC 4943 (c)
 - c. make investments in such a manner as to subject Hell's Kitchen to tax under IRC 4944
 - d. make any taxable expenditures as defined in IRC 4945(d) or corresponding provisions of any subsequent Federal tax laws.
6. After complete dissolution of the organization of Hell's Kitchen all remaining assets and property of Hell's kitchen shall, after payment of necessary expenses, be distributed to such Organizations(DOP-B,4,5) as shall qualify under 501(c)(3) of the IRC of 1986, or corresponding provisions of any subsequent Federal tax laws, or to the federal government of State or local government for a public purpose, subject to the approval of a Court of Competent Jurisdiction.

Name of your Organization

Date:

Your Name:

Title:

Hell's Kitchen

Date:

Name:

Title:

Hell's Kitchen Contact Information

In order to better serve your organization, please fill out the following information.

OFFICIAL NAME OF ORGANIZATION:

CREATIVE PRODUCT TYPE(EX: PUBLICATION, THEATRE GROUP, RADIO STATION, ETC.):

FREQUENCY:

IF A PUBLICATION, CIRCULATION:

IF A RADIO STATION, WATTS:

GEOGRAPHIC LOCATION:

EXECUTIVE OFFICER'S NAME:

PHONE NUMBER:

MAILING ADDRESS:

FAX NUMBER:

URL OF WEB SITE:

VISITS TO WEB SITE/DAY:

EMAIL ADDRESS(ES) WHERE YOU WANT THE CONTENT WIRE TO BE SENT:

IF YOU BELONG TO ANY WIRE SERVICES SUCH AS THE ASSOCIATED PRESS OR U-WIRE, PLEASE LIST THEM:

INTERESTED IN BECOMING A TOTAL MEMBER?