

# *Grim Corps Magazine*

## **Publishing Agreement**

This contract is made between *Grim Corps Magazine* (hereafter known as “the Publisher”) and any author or artist (hereafter referred to as “the Contributor”) whose story or artwork (“the Work”) has been selected for publication. In consideration of mutual promises and forbearances, the parties agree as follows:

### **Rights**

For previously unpublished stories, this use of the Work by the Publisher entails the assignment of First North American Serial Rights for any scheduled print editions, and First Electronic World Rights for digital editions, for example Kindle and EPUB formats or appearance on the Publisher's website.

For previously published stories, this use of the Work by the Publisher entails the assignment of Exclusive Reprint Rights for any scheduled print editions, and Exclusive Electronic World Reprint Rights for digital editions, for example Kindle and EPUB formats or appearance on the Publisher's website.

For cover and interior artwork, this use of the Work by the Publisher entails the assignment of First-Printing World Exclusive Rights for any scheduled print or digital editions, for example Kindle and EPUB formats or appearance on the Publisher's website.

The Publisher shall acquire these rights for a period of six (6) months, after which all rights revert to the Contributor.

In the case of these assignments, the Contributor agrees not to publish or permit others to publish this Work in any form prior to its publication, and for the periods specified above after the Work's initial appearance.

### **Other Rights**

The Contributor also grants the Publisher the right to post excerpts of the Work on the Publisher’s website as promotional material, either directly on the Publisher's website or through third-party websites or electronic services, provided that the Work shall appear in context to the original publication. The Publisher agrees that the Contributor will be credited in the published material and in any descriptive or promotional materials.

The Publisher will make no major alterations to the Work without the Contributor’s written approval. The Publisher reserves the right to make corrections to spelling or grammar.

It is also understood and agreed that the Publisher may use this Work only in the above-mentioned publication – both print and electronic editions – and re-printings of it. The Contributor shall retain all other rights to the Work not specified here.

### **Payment**

For the rights granted to the Publisher above, the Contributor will receive a token payment in the sum of \$10 for fiction, nonfiction and cover artwork. Payment for poetry and flash fiction is \$5. Featured Art, intended as a means to offer exposure, will receive \$5 unless commissioned to illustrate a specific piece, in which case payment would be negotiated between the editor and the artist. As a non-profit publication dependent upon donor funding, the Publisher reserves the right to adjust these figures at any time and without notice.

Payments are made via PayPal within seven (7) to fourteen (14) days after publication, with a maximum period of no more than sixty (60) days after publication. The Contributor is expected to have or agrees to obtain a PayPal account in order to receive payment. Publisher cannot deliver payment through any other means, except in situations of extenuating circumstances, to be determined on a case-by-case basis.

If a print edition of the Magazine has been scheduled, for the rights granted to the Publisher above, the Contributor will also receive one (1) copy of the print edition free of charge.

### **Warranties and Indemnities**

The Contributor warrants and represents that they are the sole creator of the Work, that the Work is original, that no one has reserved the rights granted in this agreement, and that they have full power to enter into this agreement. The Contributor also represents, to the best of their knowledge, that the Work does not contain any libelous material, is not in violation of any rights of privacy or any other rights of third persons, and does not violate any existing common law or statutory copyrights. The Contributor agrees to hold the Publisher harmless against any judgment finally sustained that the Work contains libel, plagiarism and/or invasion of privacy, or that the rights granted in this contract have been previously reserved.

### **Reversion of Rights and Withdrawal of Offer to Publish**

In the event that the Work is not published within one (1) year of acceptance, all rights revert to the Contributor. The Contributor shall keep any payments made to them by the Publisher.

In the event that payment is not made as specified, the Contributor's grant of rights to publish and/or the Publisher's offer to purchase the Work shall be considered withdrawn.

### **Venue**

This agreement shall be deemed executed under the laws of the state of Washington. Washington state law shall be the applicable law of this agreement. The parties acknowledge that each part has read and understood this contract before execution.

### **Witness**

By submitting the Work to the Publisher, the Contributor states that they agree to these terms, and upon receiving notification from the Publisher that the Work has been accepted for publication, the parties will have executed this contract.