

CONTRACT

This contract (the "Contract") is made and entered into this _____ (hereinafter "Execution Date") by and between Fantasy Scroll Press, c/o Rachel Aronov, Esq., 817 Broadway, 10th Floor, New York, NY 10010, and its successors, heirs and assignees (hereinafter referred to as the "Fantasy Scroll Publisher" or "FSP" interchangeably), and [author name], of [street address] [city, state, zip] (hereinafter referred to as the "Author") (both collectively hereinafter referred to as the "Parties").

RECITALS

WHEREAS, the Author grants permission to Fantasy Scroll Publisher to use and publish Author's story entitled "[story title]," (hereinafter referred to as the "Work"), in Fantasy Scroll Magazine (hereinafter referred to as the "FS Magazine"), for publication in the English language in all countries throughout the world.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants made herein for good and valuable consideration, as described in paragraph 5, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- 1) **Publication**. The Author agrees not to publish or permit others to publish the Work in any form prior to its publication in the FS Magazine or for a period of six (6) months after the publication in the Magazine without the prior written permission of the Publisher. If the Work is selected for a "best of" anthology, the Publisher agrees to waive this clause, provided the Author gives the Publisher prior written notice of the selection by such an anthology.
- 2) **Archiving**. The Author further grants the FSP, its successors, heirs and assignees the right to nonexclusively archive the Work online as long as the FSP or any of its successors, heirs and assignees maintain the FS Magazine website.
- 3) **Rights**. The Author grants to FSP Non-Exclusive, English-language Print and Electronic Rights for the Work. The Author also grants FSP the right to include the Work in one reprint anthology, in ebook and print format.
- 4) **Anthology**. The Author shall receive a pro-rata share of 10% of the book or anthology's net profit, if any, which includes net profit from all editions published. Such subsidiary rights money will be distributed to Author within 30 days of receipt by the FSP, so long as a minimum of \$10.00 is due to Author. No payments for subsidiary rights sales will be due until actually received by FSP. The Author shall receive one free copy of the first edition of the anthology, in each format it was released in.
- 5) **Payment**. For the rights granted to the Fantasy Scroll Publisher in this Contract, the Author will receive a payment in the sum of [payment amount], which will be paid within 30 days of the Execution Date. All payments are made in US Dollars, via PayPal. Payments by check can only be issued to authors with a USA address. If the Author cannot accept checks within the USA, the Author

shall maintain a valid PayPal account, and failure to do so will result in FSP's inability to forward Author's payments, if any are due.

- 6) **Author Info.** The Author grants Publisher the right to use the Author's name, image, likeness, and biographical material for all advertising, promotion and other exploitation of the Work. Upon request, the Author shall provide the Publisher with a photograph of the Author and appropriate biographical material for such use.
- 7) **Other Rights.** All rights not expressly granted by the Author reside exclusively with the Author.
- 8) **Works.** The Author warrants that he or she is the sole author of the Work submitted to FSP; that he or she is the owner of all the rights granted to the FSP and has full power to enter into this Contract and to make the grants herein contained; that the Work is original and any prior publication of the Work in whole or in part has been fully disclosed to the FSP; that the Work does not violate the right of privacy of any person; that, to the Author's knowledge, it is not libelous or obscene and contains no matter which is libelous, in violation of any right of privacy, harmful to the user or any third party so as to subject FSP to liability or otherwise contrary to law; and that it does not infringe upon any copyright or upon any other proprietary or personal right of any person, firm or corporation. The Author warrants that by entering into this Contract, Author is not infringing, interfering or otherwise in breach of any other contractual obligations Author has with any other party.
- 9) **Indemnification.** The Author will indemnify the Fantasy Scroll Publisher and FS Magazine against any loss, injury, or damages sustained (including any legal costs, expenses and any compensation costs and disbursements paid by FSP) occasioned to the FSP in connection with or in consequence of any breach of this warranty and contract.
- 10) **Alterations.** Fantasy Scroll Publisher will make no alterations to the Work's text or title without the Author's written approval in e-mail or hardcopy form.
- 11) **Non-Publication.** Fantasy Scroll Publisher shall have 12 months from the date of this Contract to publish the Work. If the work is not published in any format within the aforementioned 12 month period, the Author's rights to publish the Work elsewhere will revert back to Author without any penalty to FSP. In such event, Author may keep any payments previously made by FSP under this Contract for the right of publication of said Work.
- 12) **Copyright Notice.** The Publisher agrees to list a proper copyright notice for the Work in the name of the Author at the end of the Web-published story and, if published in print, on an appropriate copyright page.
- 13) **Index Entry.** The Author will be credited on the table of contents page and at the beginning of the story as [author's byline].
- 14) **Jurisdiction.** This Agreement shall be construed and interpreted in light of and in accordance with the laws enforced in the State of New York as such laws from time to time shall be in effect, except to the extent herein otherwise expressly provided. In the event of any litigation relating to this Agreement, the parties hereto agree that the jurisdiction shall lie with the Courts of the State and County of New York, it being agreed between the parties that such jurisdiction constitutes the most convenient location between the parties.

15) **Arbitration.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In any arbitration arising out of or related to this Contract, the arbitrator(s) shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator(s) determine a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator(s) may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. Regardless of the arbitration outcome, no punitive charges may be assigned to any of the parties.

16) **Severability.** Each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law and any invalid, illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

IN WITNESS WHEREOF, the parties have executed this Agreement upon the Execution Date first set forth above acknowledging that they have read and understand this Agreement and acknowledging receipt of a copy of this Agreement.

PUBLISHER:

Fantasy Scroll Press

c/o Rachel Aronov, Esq.

By:

Iulian Ionescu, Editor-in-Chief

AUTHOR:

Name: _____

Signature:
