

JABBERWOCKY

Author Agreement

This contract is made between Misch Masch (Publisher) of P. O. Box 83464, Gaithersburg, MD 20883, hereinafter referred to as the PUBLISHER, and xxx, whose address is:

xxx
xxx

hereinafter referred to as the AUTHOR.

The parties agree as follows:

1. The Author grants permission to include his or her poem "xxx," a work of approximately xxx lines, hereinafter referred to as the WORK, in all editions of the magazine in which it appears (e.g. print and electronic), in all countries and in all languages throughout the world.
2. This use of the Work by the Publisher entails the assignment of First World Rights, for exclusive publication in the English language, for a period limited to six months from first publication.
3. For the rights granted to the Publisher above in Clauses 1 and 2, the Author will receive a payment in the sum of \$xxx (\$.01 per word for prose and \$5.00 for poetry), which will be paid on acceptance. Payment will be made either by check or by PayPal to the Author's designated PayPal address:

4. The Author grants to the Publisher the nonexclusive, worldwide English-language right to republish the Work or cause the Work to be republished in any book or periodical anthology consisting of material at least 50% of which originally appeared in Jabberwocky, and which includes works by more three or more contributors.
5. For the rights granted to the Publisher above in Clause 4, the Author will receive a payment in the sum of .01 per word for prose and \$5.00 for poetry, which will be paid on publication.
6. Author grants Publisher the right to use Author's name, image, likeness, and biographical material for all advertising, promotion and other exploitation of the Work. Upon request, Author shall provide Publisher with appropriate biographical material for such use.
7. All rights not expressly granted by the Author reside exclusively with the Author.
8. The Author warrants that he or she is the sole author of the Work; that he or she is the owner of all the rights granted to the Publisher hereunder and has full power to enter into this agreement 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 Publisher; 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 the Publisher 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.
9. The Author will indemnify the Publisher against any loss, injury, or damage finally sustained (including any legal costs or expenses and any compensation costs and disbursements paid by the Publisher) occasioned to the Publisher in connection with or in consequence or any breach of this warranty and which the Publisher is not able to recover under its insurance policies.
10. The Publisher will make no major alterations to the Work's text or title without the Author's written approval in e-mail or hardcopy. The Publisher reserves the right to make minor copy-editing changes to conform the style of the text to its customary form and usage.
11. If the Publisher fails to publish the Work within 24 months of the date of this Agreement, all rights granted hereunder shall immediately revert to the Author. In such event, the Author shall retain any payments made under this Agreement prior to such reversion.
12. The Publisher agrees to list a proper copyright notice for the Work in the name of the Author on the first page of the Web-published story and, if published in print, on an appropriate copyright page.
13. The Author will be credited on the table of contents page and at the beginning of the story as xxx.

14. Regardless of its place of execution, this agreement shall be interpreted under the laws of the State of Maryland.

The parties acknowledge that each party has read and understood this contract before execution.

Author or Author's agent / Social Security or Tax ID Number Date

Publisher Date