

## SUMMARY

This agreement is made between Feral Cat, LLC, located at 5815 Newbury Cir, Melbourne, FL 32940 (or "Publisher"), and [Author Name], located at [Author address] (or "Author"), for the publication of the story, "[Title of the Story]" (or "Story"), on the Publisher's website and in print and ebook editions of the Bubble Off Plumb Anthology (or "Anthology").

If Author has an agent, Author hereby authorizes [Agency], attn: [Agent Name], [Agency address] (or 'the Agent'), as the Author's exclusive agent with respect to the Story and all rights granted in this Agreement. Publisher will direct all payments and statements to the Agent, and may rely on the Agent to act on the Author's behalf in respect to all matters under this Agreement, including settlement of any controversies arising out of this Agreement.

## SCHEDULE

**Completion of Edits:** The Story will be considered edited after revisions have been handed in by the Author and approved by Publisher.

**Exclusivity:** The Author agrees not to publish or permit others to publish the Story in any form prior to the Story's publication in Anthology and for a period of six (6) months after the Story's publication in Anthology, unless the Author obtains Publisher's prior written approval.

## PAYMENT

In consideration for the rights granted by the Author to Publisher, and the Author's performance of obligations under this Agreement, the Author will receive an advance payment in the sum of **USD 3.0 cents per word**, which be paid immediately upon completion of final edits to the Story and Author's execution of this agreement.

Author shall also be entitled to a pro rata share of downstream royalties net of initial publication expenses for Anthology as follows:

- Initial publication expenses encompass advance payments made to authors, formatting, cover art, promotions, and other expenses incurred through the date of publication plus thirty calendar days. No additional payments to Author are due until Anthology total royalties exceeds these expenses.
- Royalties in excess of initial publication expenses shall be split 50% to Publisher and 50% to the authors contributing to Anthology ("Contributors Pool").
- Publishing expenses after the initial publication expense period are solely the Publisher's responsibility and do not affect the Contributors Pool total.
- Author's share of the Contributors Pool will consist of a pro rata share based on total word count for the Story in relation to the total word count for the Anthology.
- Any such payments will be made twice per calendar year, in June and December.
- Royalty reports will be provided by Publisher to Author periodically, or upon reasonable request.

Publisher's right to use the Story is conditioned upon receipt of payment, and upon Publisher's compliance with the terms of this agreement.

Payment will be made via the Author's preferred payment method, within reason. Publisher is not responsible for fees associated with an Author's preferred payment method, such as bank transfer fees or PayPal fees.

## **COPYRIGHTS AND USAGE**

The Author grants to Publisher non-exclusive, non-assignable, and non-transferrable first-world English-language rights to publish the Story on the Publisher's website, in print, audio, and ebook editions of Anthology.

The Author further grants Publisher a nonexclusive, non-assignable, and non-transferable license to archive the Story online and the non-exclusive right to reproduce and display the Story, or excerpts of the Story, on the Publisher website, for a period of at least thirty-six (36) months. After thirty-six (36) months, the Author may withdraw all rights from Publisher, provided the Author requests it via written notice.

The Author grants Publisher permission to use the Author's name, image, likeness, or biographical material for advertising, marketing, and other promotion of the Story. Upon acceptance of the Story, the Author shall provide Publisher with appropriate material for such use.

On occasion or for special events, Publisher may wish to promote Author, the Story and the Anthology. In that event and provided that Publisher informs Author with reasonable notice, Author will cooperate in good faith with Publisher in promoting Author, the Story and the Anthology by participating in promotional activities such as, but not only, writing blog posts, appearing on podcasts, granting interviews and making appearances at events.

## **TERMS**

**Reservation of rights:** All rights not expressly granted in this agreement are retained by the Author, including, but not limited to, all rights to drafts or other preliminary materials. Any use additional to that expressly granted above requires arrangement for payment of a separate fee.

**Infringement:** If the copyright in the Story is infringed, and if the parties proceed jointly, the expenses and recoveries, if any, shall be shared equally, and if they do not proceed jointly, either party shall have the right to prosecute such action, and such party shall bear the expenses thereof, and any recoveries after the deduction of such expenses shall be divided between them.

**Revisions:** Publisher reserves the right to ask the Author to make revisions to the Story. The Author may refuse to make revisions and withdraw the Story from the Anthology. If the Author does not acknowledge a request for revisions within seven (7) days, the Story will be considered withdrawn.

**Alterations:** Publisher will make no major alterations to the Story's text or title without the Author's prior written approval, but Publisher reserves the right to make minor copy-editing changes to conform the style of the Story to Publisher's customary form and usage.

**Original Work:** The Author represents and warrants that they are the sole author of the Story; that they are the owner of all the rights granted to Publisher hereunder and have full power to enter into this agreement and to make the grants herein contained; that the Story is original and any prior publication of the Story in whole or in part has been fully disclosed to Publisher; that the Story does not violate the right of privacy of any person; that, to the best of the Author's knowledge, it is not libelous and contains no matter which is libelous, in violation of any right of privacy, harmful to any third party so as to subject Publisher to liability or cause Publisher to engage in conduct that would be contrary to law; that it does not infringe upon any copyright, trademark, or upon any other proprietary or personal right of any person, firm, or corporation, and that the Author is unaware of any such pending claims. The Author agrees to promptly notify Publisher should a claim for any of the aforementioned be made against the Author.

**Indemnification:** The Author will indemnify Publisher against any loss, injury, or damage finally sustained (including any legal costs, attorney's fees, and expenses paid by Publisher) occasioned to Publisher in connection with or in consequence of any breach of this representation and warranty. If Author shall breach this warranty, Publisher shall be entitled to injunctive relief in addition to all other remedies, which may be available to it.

**Rights Reversion:** If Publisher fails to publish the Story within twenty-four (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.

**Credit and Copies:** A credit line suitable to the design of the page will be used. Publisher agrees to list a proper copyright notice for the Story. The Author will be credited on any table of contents pages and at the beginning of the story as [Author's Preferred Pen Name]. The Author is also entitled to one contributor copy of any print publication in which the Story appears.

**Severability:** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and in effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

**Dispute Resolution:** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association before resorting to arbitration or litigation. The

jurisdiction for arbitration or litigation shall be Florida. Each party shall fully bear their own cost incurred during such arbitration or litigation.

**Venue:** Regardless of its place of execution, this agreement shall be interpreted under the laws of the State of Florida, applicable to agreements made and to be performed therein.

**Complete Agreement:** This Agreement is entire and all previous negotiations and understandings have merged herein, therefore this Agreement constitutes the complete understanding of the parties. No modification or waiver of any provision shall be valid unless in writing and signed by both parties.

Each party acknowledges that they have read and understood this agreement before execution. This agreement shall be considered in effect upon signing by the Author or Author's agent and the Publisher.

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[Author or Author's Agent], on behalf of [Author Name]

Date:

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Publisher, Feral Cat, LLC

Date: