

Escape Artists Inc.

CONTRACT FOR ORIGINAL PUBLICATION

Summary of Rights

This contract requests the following rights:

- First digital print publication rights
- Audio rights
- Four months exclusivity (audio and print) following first publication, with an exception for "best of the year" anthologies
- Promotional use of image and biographical information
- Dispute resolution via binding arbitration
- Electronic signature

If you have any questions or wish to modify the rights contained in this contract, please contact the editor BEFORE you sign.

Please return this contract via email to scarlett@escapeartists.net.

This contract is made on [DAY] [MONTH] [YEAR] by and between:

[NAME], whose address is [ADDRESS], and its licensees, heirs, assigns and successors ("Author"); and

ESCAPE ARTISTS INCORPORATED, whose address is Post Office Box 83, Woodstock, Georgia 30188, USA, and its licensees, heirs, assigns and successors ("Publisher").

This contract concerns:

"[Story Title]", a [COUNT] word story created and owned by the Author ("Story"); and

[PODCAST], a serial audio publication distributed in syndicated podcast form owned by the Publisher ("Podcast"). The individual episode of the Podcast in which the Story appears is referred to as the Episode.

The Author and the Publisher agree:

Author's Grant

1. The Author grants permission to include the Story in the Podcast for publication in the English language in all countries throughout the world on the terms contained in this Agreement.

Payment Terms

2. The Publisher shall pay Author **#[AMOUNT]** calculated as \$0.06 per word (the "Payment"). The Publisher shall make the Payment within sixty (60) days of receipt of the Author's signed Agreement.

3. The Author certifies and acknowledges they are an independent contractor for all purposes related to the Payment and that the Payment does not equate to a work for hire.

4. The Publisher shall make no tax withholding from the Payment under this Agreement. The Author is not entitled to receive any employment benefits, including without limitation vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability or unemployment benefits as a result of the Payment.

5. At Publisher's request, the Author shall provide such documents and information as Publisher may reasonably require for the Publisher to comply with reporting requirements of various governmental taxing entities regarding the Payment.

Story Rights Purchased

6. In exchange for the Payment, the Author grants the Publisher the following rights in regard to the Story. All rights not expressly granted by the Author reside exclusively with the Author.

First Publication Rights

7. The Author grants the Publisher the right to publish the Story in the English language in connection with an Episode of the Podcast before it appears in any other publication or place.

Audio Rights

8. The Author grants the Publisher worldwide English language nonexclusive non-dramatic audio performance rights to the Story solely for use in an Episode of the Podcast.

9. The Author understands and agrees that the Publisher shall distribute the Episode under a Creative Commons "Attribution Non-Commercial No-Derivatives" 4.0 International license ("CC License").

10. The Author and Publisher understand and agree that the ("CC License") applies only to the Podcast Episode audio performance of the Story, that no public license is granted for any other use of the Author's work and that copyright of the Episode shall vest in the Publisher.

11. The Author also grants to the Publisher the additional, nonexclusive right to republish the audio performance of the Story in future audiobook compilations consisting of material at least 50% of which was previously published by the Publisher.

12. The Author understands the Publisher retains the right to offer the Episode containing the Story for sale for as long as they choose across any and/or all audio formats and platforms.

Exclusivity Period

13. The Author agrees not to publish or permit others to publish the Story in any audio, digital or print form prior to its publication in the Podcast and for a period of four (4) months after the publication of the Episode without the prior written permission of the Publisher.

Best of the Year Anthology Exception

14. If the Story is selected for inclusion in a "best of the year" anthology ("Best of the Year Anthology") and the Author agrees to said offer of publication, the Publisher agrees to waive the Exclusivity Period clause above, provided the Author gives the Publisher prior written notice of such selection.

15. For the avoidance of confusion, the John W. Campbell Award Anthology shall qualify as a Best of the Year Anthology subject to this provision.

Archive

16. The Author grants the Publisher nonexclusive electronic rights to archive both the text of the Story and the Episode online in perpetuity as long as the Publisher maintains the Podcast website.

Attribution

17. The Author will be credited in the Episode and on the Episode's webpage as **[BY-LINE]**.

Changes to the Story

18. The Publisher will make no alterations to the Story's text or title without the Author's prior written approval. The Publisher reserves the right to make minor copyediting and/or formatting changes to conform the style of the text to its customary usage.

Promotional Use of Image

19. The Author grants Publisher the right to use the Author's name, image, likeness, and biographical material for all advertising, promotion and other marketing use of the Story. Upon request, the Author shall provide the Publisher with a photograph of the Author and appropriate biographical material for such use.

Author's Warranties

20. The Author represents and warrants that:
- a. the Author is the sole creator and owner of the Story and has full power and authority, unencumbered by the rights of any third party, to enter into this Agreement and to grant the rights set forth herein to Publisher;
 - b. the Story has not previously been published in whole or in part in any medium;
 - c. the Story does not, and, if published, will not, infringe upon any proprietary right at common law, or any statutory copyright, or trademark right, or any other right of any other third party;
 - d. the Story contains no material that is unlawfully obscene, libelous, that violates the right of privacy or publicity of any person, or is otherwise harmful to any third party so as to subject the Publisher to liability or is otherwise contrary to law;
 - e. the Story does not infringe upon any registered or unregistered copyright or upon any other proprietary or personal right of any person, firm or corporation; and
 - f. the Story is not in the public domain.

Author's Indemnity

21. The Author agrees to indemnify the Publisher, along with its subsidiaries, affiliates and any respective agents, officers, directors and employees harmless from any claims, demands, suits, actions, proceedings or prosecutions occasioned to the Publisher in connection with or in consequence of any breach of the warranties including any liabilities, losses, expenses (including reasonable attorneys' fees) or damages ("Claims").
22. The Author and the Publisher agree to give prompt notice by email to the other of any Claims received by it of which it becomes aware.

Reversion of Rights

23. If the 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 the Payment.
24. If the Author fails to sign and return this Agreement within sixty (60) days of receipt, or if the Payment is not received in accordance with the terms above, the Publisher's offer to purchase the work shall be considered withdrawn and all rights granted hereunder shall immediately revert to the Author.

Termination

25. Either the Author or the Publisher may terminate this Agreement at any time and for any reason by providing the other party with written notice before the Author's receipt of the Payment.
26. Further, the Publisher may terminate this Agreement after the Author is in receipt of the Payment. As compensation for the release of obligations and in recognition of the time and inconvenience incurred by the Author upon said termination, the Publisher shall make a further payment to the Author in accordance with the Payment terms above (the "Kill Fee").
27. The Kill Fee shall be equivalent to 10% of the Payment.

Disputes

28. This Agreement will be governed by the laws of the State of Georgia. Any dispute between the Author and the Publisher regarding the Agreement that cannot be settled through negotiation shall be referred first to mediation under the Commercial Mediation Rules of the American Arbitration Association.

29. If mediation is unsuccessful, the matter will be referred to arbitration by a single arbitrator under the Commercial Arbitration Rules/Expedited Procedures of the American Arbitration Association. The Author and the Publisher agree that judgment and/or any award rendered by the arbitrator may be entered in any court having jurisdiction.

30. NOTE: BY SIGNING THIS AGREEMENT, YOU ARE AGREEING TO SUBMIT ANY DISPUTES ARISING FROM THIS CONTRACT TO BINDING ARBITRATION AND GIVING UP YOUR RIGHT TO HAVE ANY CLAIMS HEARD BY A JUDGE AND/OR JURY.

Jurisdiction

31. Regardless of its place of execution, this agreement shall be interpreted under the laws of the United States of America and the State of Georgia.

Miscellaneous Provisions

Complete Agreement

32. This Agreement constitutes the complete and only Agreement between the Author and the Publisher regarding the Story and supersedes any previous agreements, representations, negotiation or understandings, whether oral or in writing.

Assignment

33. Neither the Author nor the Publisher may assign, transfer, charge or otherwise deal with any of its rights under this Agreement, nor grant, declare, create or dispose of any right or interest in it, except with the prior written consent of the other.

34. Further, no assignment other than an assignment by operation of law or by Publisher in connection with the sale of all or substantially all of its assets, shall be valid without the provision of notice to the other party. Any purported assignment in violation of this paragraph shall be void.

Notice

35. Any notice required under this Agreement shall be deemed to have been properly delivered by electronic mail.

Third Party Rights

36. No other person, firm or corporation who is not a party to this Agreement shall have any rights under this Agreement or any applicable legislation to enforce any term of this Agreement.

Electronic Signature

37. By typing their names below, the Author and the Publisher agree to electronic signature of this Agreement, and further consent to be legally bound by its terms and conditions as if the Agreement had been manually signed.

38. The Author further warrants that no certification authority or other third party verification is necessary to validate their electronic signature.

Executed on the date appearing at the first page of this Agreement:

Author

Escape Artists Incorporated (Publisher)

Please indicate your preferred form of payment:

PayPal, at email address: _____

(Fees covered by Publisher.)

U.S. bank check, mailed to the following address:

