

AUTHOR AND PUBLISHER AGREEMENT  
ORIGINAL FICTION

**AGREEMENT**

made this <day> day of <month>, <year>; between <Author Name>, hereinafter called the Author, and Comet Press, hereinafter called the Publisher, concerning the work titled “Story Title”, hereinafter referred to as the Work, to be published in *Red Room Magazine*.

**WITNESSETH:**

In consideration of the mutual covenants herein contained, the parties agree as follows:

**Author's Grant of Rights**

The Author hereby grants the Publisher First Worldwide English-language rights in all countries throughout the world, in all print and electronic formats, including but not limited to, hardcover, softcover, ebook, audio, or any other digital format known or to be invented (excluding motion picture/television/video/DVD rights).

The Author agrees not to publish or permit others to publish this Work in any form prior to its publication in *Red Room Magazine* and for a period of 6 months after the publication date. If the Work is selected for a “best of the year” anthology, the Publisher agrees to waive this clause, provided the Author gives the Publisher prior written notice of the selection by such an anthology.

The Author hereby grants the Publisher the right to nonexclusively archive the Work online as long as the Publisher maintains the *Red Room Magazine* website.

The Author hereby grants the Publisher non-exclusive worldwide English Anthology rights to republish the Work or cause the Work to be republished in any book or anthology consisting of material at least 50% of which previously appeared in *Red Room Magazine*, and which includes works by more than three or more contributors. Publication in this anthology is not guaranteed, and Works chosen for the anthology will receive additional payment (see payment section below).

The Author grants the 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.

All rights not expressly granted by the Author reside exclusively with the Author.

**Payment**

In compensation for this grant of rights, the Publisher will pay the Author the sum of 3 (three) cents per word in US Dollars (\$120 max), which will be paid via Paypal within thirty (30) days of publication.

Authors whose works are selected for an anthology will receive an additional payment of 1 cent a word in US Dollars within 30 days of the anthology publication, as well as a print contributor copy.

### **Termination of Agreement and Reversion of Rights**

The Publisher agrees to publish and commence distribution of said Work within twelve (12) months of signing of this agreement. In the event the Publisher shall fail to publish and distribute the Work by said date, this agreement shall terminate forthwith, and all rights hereunder shall revert to the Author. However, this mandated publication date may be extended to any other date, and any number of such extensions may be made, upon mutual agreement between the Publisher and the Author.

Publisher may, at its discretion, remove the Work from publication or distribution for reasons of poor sales, excessive returns or other reason deemed by the Publisher to be injurious to the Publisher's or Author's best interests.

In the event that the Publisher shall be adjudicated bankrupt, or a receiver or trustee shall be appointed for all or substantially the entire Publisher's assets, or if the Publisher shall seek to take advantage of any insolvency law, this Agreement shall immediately terminate and all rights hereby granted to the Publisher shall revert automatically to the Author.

### **Author Copies**

The Publisher agrees to provide the Author one free copy of the original print edition of the magazine, plus an eBook edition of any digital version of the Work in the following digital formats: PDF, mobi, and ePub.

Additional Author copies are available from Publisher at the standard Author discount of 40% plus shipping.

### **Changes in Text**

The Publisher will make no major alterations to the Work's text or title without the Author's written approval. The Publisher reserves the right to make minor copy-editing changes to conform the style of the text to its customary form and usage, and corrections of typographical or grammatical errors without Author's consent.

### **Author Indemnities and Warranties**

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. The Author agrees to hold the Publisher harmless against any

judgement finally sustained that the Work contains libel, plagiarism and/or invasion of privacy.

### Signatures

IN WITNESS WHEREOF, Author and Publisher have executed this agreement on the day and year below, to be effective immediately if the dates are the same, or on the date of the later signature if the dates are not the same.

This electronic signature will be considered of identical weight to a handwritten signature. Typing-in Author information in the following fields and returning to Comet Press via Email constitutes Author's digital signature and acceptance of this contract.

### Signed:

AUTHOR	
DATE	
Pseudonym	
Address	
City, State, Zip, Country	
Phone number	
Email Address	
Paypal email for payment if different	
EDITOR	
EDITOR	
PUBLISHER	
PHONE	
DATE	