



AGREEMENT between **HYBRID Ink, LLC** ("the Publisher") and **The Author** ("the Author"). The parties to this Agreement wish to publish the short story "**The Title**" ("the Work") in *My Good Anthology 1* ("the Publication").

1 Rights

Author's rights The Author retains all rights to the Work not granted to the Publisher below.

Publisher's rights The Author grants to the Publisher first North American serial English language print and electronic publication rights to the Work, exclusive for six months. The Publisher does not request audiobook or film rights.

Breakdown of rights

- First rights means that the Publisher will be the first ones to publish the Work.
- North American rights means that the publisher will retain these rights only in The United States, Mexico, and Canada.
- Serial rights mean that the publisher will retain the rights to publish the Work in an anthology or serial publication.
- English language rights mean that the publisher will only retain the right to publish the Work in English.
- Print and electronic rights mean that the publisher will retain the right to publish a print book, as well as an e-book via common services such as but not limited to Amazon and Barnes & Nobel for a variety of devices, such as the Kindle and Nook. The Publisher also retains the

right to sell the e-book independent of services such as a file download.

- Exclusive for six months means that the Publisher requests exclusive rights to publication for six months, after which the publication rights will revert to non-exclusive, allowing the Author to seek subsequent publication elsewhere or to distribute through mechanisms including but not limited to posting on a personal website.

2 Indemnifications

The Author attests that they are the sole creator of the Work and that the Work, to the best of their knowledge:

- Will not infringe on the personal rights of a third party, and
- Will not give rise to claims in defamation, privacy, infringement of copyright or trademark, etc.

The Author indemnifies and holds harmless the Publisher against any and all claims, actions, demands, etc. arising from the publication of the Work. This includes, but is not limited to, actions involving plagiarism, fraud, and theft.

3 Duties

Author duties The Author shall:

- Deliver a complete manuscript for the Work,
- Work with the Publisher and any representatives during the pre-publication editorial process, and
- Promote and market their own work post-publication.

Publisher duties The Publisher or its representatives shall:

- Edit the Work for content,
- Edit the Work for spelling and punctuation,
- Edit the Work for presentation,
- Procure cover and internal art not otherwise provided by the Author,

- Layout and design print and e-books,
- Publish the Publication for sale through print and electronically, and
- Promote and market the Publication on various channels, with discounts at their discretion.

4 Copyright

The Author will be responsible for obtaining copyright for the Work. Should the Publisher provide any additional materials including but not limited to cover art, internal art, additional text such as blurbs, etc., the Publisher will retain copyright ownership of that material.

5 Payment

Flat fee The Author will be paid a flat fee at the rate of \$0.06 USD per word at 9,123 words for a total of **\$1.23 USD**.

Payment date The Publisher will furnish payment to the Author upon receipt of this signed agreement via PayPal.

6 Publication

Publication date Publication of the Publication, and thus the Work, will not take place after January 1, 1970.

Reasonable delay Publication may be reasonably delayed due to unforeseeable circumstances through no fault of the Publisher such as, but not limited to, criminal action, labor disputes, etc.

Sunset If the publication date is not met by January 1, 1970 plus 90 days, this contract will sunset and all rights revert back to the Author.

7 Competing works

The Author agrees that they shall publish no other work, during the terms of this contract, that includes any characters, likenesses, or any other material related to the Work mentioned herein, unless agreed upon by the Pub-

lisher (e.g., the Author may not publish a sequel to the Work with another publisher without prior consent of the Publisher).

8 Termination

Other than the mechanisms outlined above, this Agreement may only be terminated by written agreement signed by both the Author and the Publisher.

9 Additional regulations

This Agreement is subject to the laws and regulations of the State of Washington.

DRAFT

Signed

| | |
|---|----------------------------|
| Printed name of representative of the Publisher | Printed name of the Author |
| Signature of representative of the Publisher | Signature of the Author |
| Date | Date |

Witnessed

| |
|--------------------------------|
| Printed name of witness/lawyer |
| Signature of witness/lawyer |
| Date |