

Reckoning Press Contract

This contract is made between **Reckoning Press**, of 206 East Flint Street, Lake Orion, MI 48362, hereinafter referred to as the PUBLISHER, and [author name], hereinafter referred to as the CONTRIBUTOR. The agreement is as follows:

Contributor's Grant

1(a). The CONTRIBUTOR grants the PUBLISHER the right to publish the work titled "[title]", a [short story/poem/art work [of length words]], hereinafter referred to as the WORK, in a future issue of *Reckoning*, a serial publication bearing an International Standard Serial Number (ISSN) number.

1(b). The CONTRIBUTOR hereby warrants and represents to the PUBLISHER: (i) that The WORK is wholly original and does not violate or infringe upon the copyright, right of privacy, or any other rights of any person or company whatsoever; (ii) that the CONTRIBUTOR is the sole owner and creator of the WORK; and (iii) that the CONTRIBUTOR has not assigned nor licensed any rights in and to the WORK to any other party or entity which would violate this agreement.

1(c). The CONTRIBUTOR agrees not to publish or permit others to publish this WORK in any form prior to its publication and appearance in *Reckoning*. The PUBLISHER claims no exclusive right to this WORK after its initial publication in *Reckoning*.

Rights Purchased

2(a). This use of the WORK by the PUBLISHER entails the assignment of First Worldwide Serial Rights, for publication in the English language anywhere in the world. It is also understood and agreed that the PUBLISHER may use this WORK only in the above-mentioned journal and that all rights not expressly granted here within reside exclusively with the CONTRIBUTOR. If this WORK is published in any book, e-book, periodical, or website in the future, the CONTRIBUTOR agrees to acknowledge *Reckoning* as the original publisher.

2(b). The CONTRIBUTOR also grants first electronic distribution rights, in pdf, epub, mobi, and any new formats yet to be developed. These rights are exclusive from release date of the issue the CONTRIBUTOR'S WORK appears in for a time frame not to exceed twelve months, and become nonexclusive thereafter. If the WORK is selected for a "best of the year" anthology, the PUBLISHER agrees to waive this stipulation, provided the CONTRIBUTOR gives the PUBLISHER prior written notice of the selection of the WORK by such an anthology.

2(c). The CONTRIBUTOR grants the right to publish the WORK on the PUBLISHER'S

website and excerpts thereof, of a reasonable size, in the PUBLISHER'S catalog for promotional purposes.

2(d). The PUBLISHER reserves the right to reproduce the issue of *Reckoning* including the WORK in any purchasable form, including print or electronic, which are hereinafter invented.

2(e). The PUBLISHER may use the CONTRIBUTOR'S byline and biographical information in connection with the exercise of rights granted under this contract and in any related advertising and promotion.

2(f). The CONTRIBUTOR grants to the PUBLISHER non-exclusive audio rights in any format, including analog or digital, which are unknown or are hereinafter invented.

Payment

3. For the rights outlined above, the PUBLISHER will pay the CONTRIBUTOR \$[amount, \$.08/word of prose, \$30/page of verse, as negotiated for art] (US). The CONTRIBUTOR will receive this payment within thirty (30) days upon receipt of the completed contract. Payment will be made via check or PayPal, as specified by the CONTRIBUTOR. The CONTRIBUTOR is responsible for paying fees associated with electronic payments via PayPal.

Editing

4. The PUBLISHER reserves the right to copyedit the WORK for grammar, punctuation, usage, and style. The PUBLISHER agrees not to make any major alterations to the WORK without the CONTRIBUTOR's approval. The CONTRIBUTOR will be given seven (7) days to review and approve the edited work prior to publication.

Reversion of Rights and Withdrawal of Offer to Publish

5(a). In the event that the WORK is not published within twenty-four (24) months of this agreement becoming effective, all rights revert to the CONTRIBUTOR. CONTRIBUTOR shall keep any payments from the PUBLISHER.

5(b). In the event that a copy of the counter-signed agreement is not mailed or emailed to the CONTRIBUTOR within thirty (30) days of the PUBLISHER receiving the CONTRIBUTOR's response to the final, line-edited manuscript, the PUBLISHER's offer to purchase The WORK shall be considered withdrawn.

5(c). The CONTRIBUTOR is responsible for notifying the PUBLISHER of any changes in the CONTRIBUTOR's mailing address or email address.

Copyright and Credit

6(a). The PUBLISHER agrees to list a proper copyright notice for the WORK in the name of the CONTRIBUTOR at the end of the web-published WORK and, if published

in print, on an appropriate copyright page.

6(b). The CONTRIBUTOR will be credited on the table of contents page and at the beginning of the WORK as [author's byline].

Online Archiving of the Work

7. Unless the CONTRIBUTOR requests otherwise in writing, the PUBLISHER will retain the WORK in the PUBLISHER'S online archives. If notified otherwise in writing, the PUBLISHER will remove the WORK from the online archives within thirty (30) days.

Governing Law

8. Any disputes regarding this agreement will be resolved in accordance with the laws of the state of Michigan.

Amendment

9. This agreement constitutes the entire agreement between the parties, and supersedes all prior writings or oral agreements. This agreement may be amended, only by a written agreement clearly setting forth the amendments and signed by both parties.

The parties acknowledge that each party has read and understood this contract before execution. In witness whereof the parties have executed this contract in duplication originals on this _____ day of _____, 20____

Contributor

Date

Michael J. DeLuca, Publisher

Date

Please sign and return either a digitally signed, scanned or hard copy. A completed copy will be returned for your files.