

Contract for the Anthology

Enchantments: The Many Facets of Magic

This contract is made between **David M. Fitzpatrick dba Epic Saga Publishing**, whose address is **123 Main Street, Bangor, Maine**, hereinafter referred to as **The Anthologist**, and **AUTHORNAME**, whose address is **AUTHORADDRESS**, hereinafter referred to as **The Author**.

In consideration of mutual promises and forbearances, the parties agree as follows:

1. AUTHOR'S GRANT

The Author grants permission to include his/her story entitled "**STORYTITLE**," a work of approximately **WORDCOUNT** words, hereinafter referred to as **The Work**, in an anthology tentatively titled *Sample Anthology Name*, hereinafter referred to as **The Anthology**, to be published as a perfect-bound trade paperback.

2. RIGHTS PURCHASED

2.1. This use of The Work by The Anthologist entails the assignment of First North American Serial Rights, for publication in any language anywhere in the world. It is also understood and agreed that The Anthologist may use this Work only in the above-mentioned anthology and reprints of it, including other formats such as, but not limited to, hardcover, Braille, large print, and audio, and that The Author shall retain all other rights to The Work not specified here.

2.2. The use of The Work by The Anthologist entails the assignment of First Worldwide Electronic Rights, for publication in any language in electronic form to include as an electronic book.

2.3. The Anthologist warrants that "electronic publication" will not mean replication of The Work in its entirety as a page on a Web site, and that any electronic publication will be in an electronic version of the book, more or less resembling the printed version. However, The Author agrees to allow The Anthologist to excerpt portions of The Work on Web site pages for the purposes of marketing The Anthology.

2.4. The Anthologist may use The Work only in The Anthology and reprints of it, and that The Author shall retain all other rights to The Work not specified here.

3. PAYMENTS AND ROYALTIES

3.1. For the rights granted to The Anthologist, The Author will receive a 50/50 *pro rata* share of the anthology's earnings, if any. Earnings will include all income from trade, book club, reprint, translation, and foreign sales of the anthology, or any subsidiary rights sales income received by The Anthologist for this anthology.

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3.2. Royalties will be paid at least once each calendar year, on or before November 30. All other expenses must be met by The Anthologist for his/her share.

3.3. The Author will receive no advance against royalties.

4. ACCESS TO RECORDS

In the event of The Anthologist's failure to make timely payment, The Author may have access in person or by his/her agents or by power of attorney to all financial records of The Anthology upon presentation of a copy of this agreement to the appropriate location of said records.

5. AUTHOR'S WARRANTIES AND INDEMNITIES

The Author represents and warrants that he/she is the sole author of The Work and that no one has reserved the rights granted in this agreement. The Author also represents, to the best of his/her knowledge, that The Work does not contain any libelous material, and is not in violation of any rights of privacy or any other rights of third persons, and does not violate any existing common law or statutory copyrights, and has not been published before in any form.

The Author agrees to hold The Anthologist harmless against any judgment finally sustained that The Work contains libel, plagiarism and/or invasion of privacy.

6. NO COMPETING PUBLICATION

The Author agrees not to publish or permit others to publish The Work in any form prior to its publication and appearance in The Anthology, nor until one (1) year after the appearance of The Anthology.

7. AUTHOR'S COPIES

The Anthologist agrees to provide The Author with one complimentary copy of the original edition of The Anthology upon publication, and to the best of his ability, to provide copies of other editions that may be published, and to inform The Author or any other editions which are planned or may appear.

The Author agrees to inform The Anthologist of any changes to his/her current address.

8. CHANGES IN TEXT OR TITLE

The Anthologist agrees to make reasonable efforts to notify The Author in advance of any editorial

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changes in title and/or text of The Work, and to secure The Author’s approval for any such changes whenever possible. The Author agrees that such approval will not be unreasonably withheld.

The Anthologist will furnish The Author with an electronic page proof of The Work. The Author agrees to return such proof with corrections in not more than seven (7) days from receipt thereof.

9. REVERSION OF RIGHTS

In the event that The Anthology has not been published within three (3) months of signing of this agreement, all rights revert to The Author, and The Author has the right to sell or arrange for publication of The Work in any manner.

10. COPYRIGHT

The Anthologist agrees to list a proper copyright notice for The Work in the name of The Author in the front matter of the anthology, and to take all necessary steps to protect The Author’s copyright.

11. VENUE

This agreement shall be deemed executed under the laws of the state of Maine. Maine law shall be the applicable law of this agreement.

The parties acknowledge that each had read and understood this contract before execution.

In witness whereof the parties have executed this contract in duplication originals on this **DATE** day of **MONTH**, 2009.

Author

Date

Author Social Security Number or EIN

David M. Fitzpatrick, Anthologist

Date

**Please sign and return all copies. Be sure to initial each page in the lower right.
One copy signed by all parties will be returned for your files.**

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