

MEMORANDUM OF AGREEMENT

This contract is made between the following parties:

PUBLISHER/EDITOR	
Legal Name:	John Joseph Adams
DBA:	ADAMANT PRESS
Address:	██████████
City:	██████
State/Province:	██
Zip/Post Code:	██████
Country:	USA

	AUTHOR 1	AUTHOR 2
Legal Name:	Testy Testerton	
Address 1:	123 Anywhere Lane	
Address 2:		
City:	Anywhere	
State/Province:	US	
Zip/Post Code:	01234	
Country:	USA	

DIRECT DEPOSIT / ACH (US only)		★★Preferred Method★★
	AUTHOR 1	AUTHOR 2
Name on Account:	Testy Testerton	
Routing Number:	123456789	
Account Number:	2384763487328	

PAYPAL (International Only)		
	AUTHOR 1	AUTHOR 2
PayPal Email:		

The above parties agree as follows:

1. Regarding the AUTHOR's story, hereinafter referred to as the WORK:
Nonfiction Title

2. (a) The rights granted in this Agreement give the PUBLISHER/EDITOR the right to publish the work in the following Publication (hereinafter referred to as the PUBLICATION):

Magazine Name

2. (b) For the rights granted to the PUBLISHER/EDITOR in this Agreement, the AUTHOR will receive a payment of the following sum, paid on acceptance:

\$75

Clause 6 Option Fee: \$15

In the case of collaborations of two or more Authors, any payments made under this Agreement will be split amongst the Authors equally.

3. (a) The AUTHOR agrees not to publish or permit others to publish the work in any form prior to its publication in PUBLICATION or for a period of six (6) months after the publication in PUBLICATION without the prior written permission of the PUBLISHER/EDITOR. If the work is selected for a "best of the year" anthology, the PUBLISHER/EDITOR agrees to waive this clause, provided the AUTHOR gives the PUBLISHER/EDITOR prior written notice of the selection by such an anthology.

(b) The AUTHOR further grants the PUBLISHER/EDITOR the right to nonexclusively archive the work online as long as the PUBLISHER/EDITOR maintains the PUBLICATION website.

4. (a) The AUTHOR grants to the PUBLISHER/EDITOR the nonexclusive, worldwide English-language right 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 PUBLICATION, and which includes works by more than three or more contributors.

(b) The AUTHOR shall receive a pro-rata share of 50% of the book or anthology's earnings, if any, beyond the initial advance, which includes income from all licensed editions, including hardcover, paperback, book club, audiobook, ebook, and foreign language editions of the book or anthology. Subsidiary rights money will be distributed within 30 days of receipt by the PUBLISHER/EDITOR, so long as a minimum of \$10.00 is due to AUTHOR. No payments for subsidiary rights sales will be due until actually received by the PUBLISHER/EDITOR.

(c) The AUTHOR shall receive one free copy of the first edition of the book or anthology.

5. The AUTHOR grants to the PUBLISHER/EDITOR worldwide audio rights to the work, subject to the same terms as specified in clause 2 solely for use in PUBLICATION's podcasting program, provided that those rights are exercised within six months of publication of the story in PUBLICATION. The AUTHOR also grants to the PUBLISHER/EDITOR the additional, nonexclusive right to collect the audio edition of the work in the future in an audiobook compilation consisting of material at least 50% of which appeared in PUBLICATION, and which includes works by more than three or more contributors.

6. For the rights granted to the PUBLISHER/EDITOR above in Clause 4 and Clause 5, should either or both be exercised, the AUTHOR will receive

the "Clause 6 Option" additional payment in the dollar amount listed in Clause 2, each time, which will be paid no later than thirty (30) days after initial publication. ("Initial publication" being defined as the date on which the publication or release is made available for sale to the public.)

[This clause intentionally left blank.]

- 7.
8. The AUTHOR grants PUBLISHER/EDITOR the right to use the AUTHOR's approved name, approved image, approved likeness, and approved biographical material for all advertising, promotion and other exploitation of the work. Upon request, the AUTHOR shall provide the PUBLISHER/EDITOR with a photograph of the AUTHOR and appropriate biographical material for such use.
9. All rights not expressly granted by the AUTHOR reside exclusively with the AUTHOR, including, but not limited to, film, TV, and dramatic adaptations.
10. 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/EDITOR 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/EDITOR; 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/EDITOR 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.
11. The AUTHOR will indemnify the PUBLISHER/EDITOR against any loss, injury, or damage finally sustained (including any legal costs or expenses and any compensation costs and disbursements paid by the PUBLISHER/EDITOR) occasioned to the PUBLISHER/EDITOR in connection with or in consequence or any breach of this warranty and which the PUBLISHER/EDITOR is not able to recover under its insurance policies.
12. The PUBLISHER/EDITOR will make no alterations to the work's text or title without the AUTHOR's written approval in e-mail or hardcopy. The

PUBLISHER/EDITOR reserves the right to make minor copy-editing changes to conform the style of the text to its customary form and usage.

13. If the PUBLISHER/EDITOR fails to publish the work within 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 any payments made under this Agreement prior to such reversion.
14. The PUBLISHER/EDITOR agrees to list a proper copyright notice for the work in the name of the AUTHOR at the end of the web-published story and, if published in print, on an appropriate copyright page.
15. Regardless of its place of execution, this agreement shall be interpreted under the laws of the State of California.
16. For convenience, this contract refers to the AUTHOR as a singular entity, even if the WORK is a collaboration between two or more authors. All terms of the Agreement should be interpreted as applying equally to both AUTHOR 1 and AUTHOR 2 listed in the preamble of this Agreement.

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

AUTHOR

DATE

PUBLISHER/EDITOR

DATE