

Mermaids Monthly

This Agreement is made between Mermaids Monthly, of PO Box 748, 9245 State Route 22, Hillsdale, NY, 12529, hereinafter referred to as The Publisher, and **[Author's Name]**, hereinafter referred to as The Author.

Author Name:

Author Address:

Author Email:

Title of The Work:

Length:

The parties agree as follows:

1. Rights

The Author grants The Publisher the following rights:

- The non-exclusive, non-assignable, and non-transferable worldwide rights to display The Work on the **Mermaids Monthly** website and in print, audio, and electronic editions of **Mermaids Monthly**.
- The right to publish The Work in print, electronic, and audio format as part of an anthology of works by three or more contributors, and that have previously appeared in **Mermaids Monthly**.
- The Artist may request The Publisher take The Work down from the website at any time after the exclusivity period has ended, and The Publisher will do so within 30 days of receiving The Artist's written request.

2. Payment

In exchange for the rights granted by The Author to The Publisher, The Publisher will pay The Author a sum of **[total]** (\$0.10 USD per word based on the word count of The Work), within 30 days of receiving The Work. The Publisher's right to use The Work is conditioned upon receipt of payment by The Author, and upon The Publisher's compliance with the terms of this agreement.

- The Publisher will pay The Author via PayPal, check, or another means to be negotiated between The Publisher and The Author.
- The Publisher will provide The Author with one contributor copy of any print publication in which The Work appears.

3. Promotional Use of Likeness

The Author grants Publisher the right to use the Author's name, image, likeness, and biographical material for all advertising, promotion and other exploitation of The Work. The Publisher will use only images and biographical material supplied and designated by The Author for such use.

4. Rights Retained by The Author

The Author retains all rights not expressly granted above. Any use additional to that expressly granted above requires a separate agreement between The Author and The Publisher, including, but not limited to, film, TV, and dramatic adaptations. .

5. Ownership of The Work

The Author warrants that they are the sole author of The Work; that they are the owner of all the rights granted to the Publisher hereunder and have 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 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.

6. Indemnity

The Author will indemnify The Publisher against any loss, injury, or damage finally sustained (including any legal costs, attorney’s fees, and expenses paid by The Publisher) occasioned to The Publisher in connection with or in consequence of any breach of this representation and warranty. If The Author shall breach this warranty, The Publisher shall be entitled to injunctive relief in addition to all other remedies which may be available to it.

7. Alterations to The Work

The Publisher will make no alterations to The Work’s text or title without The Author’s written approval in e-mail or hardcopy. The Publisher reserves the right to make minor copy-editing changes to conform the style of the text to its customary form and usage.

8. Credit

The Publisher 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.

Regardless of its place of execution, this agreement shall be interpreted under the laws of the State of New York.

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

AUTHOR OR AUTHOR’S AGENT

DATE

PUBLISHER

DATE

Please fill in appropriate information, sign (typing name in signature space in body of email is acceptable) and return to mermaidsmonthly@gmail.com.