

# 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 **[Artist Name]**, hereinafter referred to as The Artist.

**Artist Address:**

**Artist Email:**

**Title of Work:**

**Type of Work**

This Agreement between The Publisher and The Artist confirms the terms under which The Artist will supply artwork/graphics, **[Name of Work]**, hereinafter referred to as Illustration) in a mutually acceptable format to The Publisher.

## **1. Schedule and Delivery**

- The Artist will deliver the final version of the Illustration to The Publisher by  
DATE
- The Illustration file will be delivered by email to  
mermaidsmonthly@gmail.com

## **2. Payment**

- In exchange for the rights granted by The Artist to The Publisher, The Publisher will pay the The Artist a sum of \$50.00. The Publisher's right to

use the Illustration is conditioned upon a receipt of payment by The Artist, and upon the Publisher's compliance with the terms of this agreement.

- The Publisher will pay The Artist via Paypal, check, or another means to be negotiated between The Publisher and The Artist
- The Publisher will provide The Artist with one contributor copy of any promotional materials created (such as stickers, postcards, etc.)
- The Publisher will provide The Artist with one contributor copy of any print publication in which the Illustration appears.

### **3. Rights**

The Artist grants The Publisher the following rights:

- The exclusive right to first publication of the illustration in Mermaids Monthly for a period of 6 months from the date of publication. **[FOR EACH TO EACH AND ORIGINAL ILLUSTRATIONS]**
- The non-exclusive, non-assignable, and non-transferable right to use the Illustration to promote Mermaids Monthly online and in print.
- Non-exclusive, non-assignable, and non-transferable worldwide rights to continue displaying the Illustration on the Mermaids Monthly website for archival purposes
- The right to republish the Illustration as part of an anthology of works 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.

#### **4. Credit**

Wherever and whenever appropriate, The Publisher will include a credit line for the Illustration. This credit will be independent of The Artist's signature if it appears in the Illustration itself.

#### **5. 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.

#### **6. Rights Retained by The Artist**

- If The Publisher fails to publish the Illustration within 24 months of the date of this agreement, all rights granted shall immediately revert to the Artist. In such event, the Artist shall retain any payments made by The Publisher.
- The original art remains the property of the Artist.

- The Artist retains all rights not expressly granted above. Any use additional to that expressly granted above requires a separate agreement between The Artist and The Publisher.

## **7. Ownership**

The Artist represents and warrants that they are the sole Artist of the Illustration; that they are the owner of all the rights granted to Mermaids Monthly hereunder and have full power to enter into this agreement and to make the grants herein contained; that the Illustration is original and any prior publication of the Illustration in whole or in part has been fully disclosed to The Publisher; that the Illustration does not violate the right of privacy of any person; that, to the best of the Artist's knowledge, it is not libelous and contains no matter which is libelous, in violation of any right of privacy, harmful to any third party so as to subject The Publisher to liability or cause The Publisher to engage in conduct that would be contrary to law; that it does not infringe upon any copyright, trademark, or upon any other proprietary or personal right of any person, firm, or corporation, and that The Artist is unaware of any such pending claims. The Artist agrees to promptly notify The Publisher should a claim for any of the aforementioned be made against The Artist.

## **8. Indemnity**

The Artist 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 or any breach of this representation and warranty. If The Artist shall breach this warranty, The Publisher shall be entitled to injunctive relief in addition to all other remedies which may be available to it.

Nothing in the Agreement shall be deemed to create any relationship of partnership or joint ventures between The Publisher and The Artist, nor shall there be any employer/employee relationship.

This Agreement shall not be altered or amended without the consent of both The Artist and The Publisher. 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.

\_\_\_\_\_  
PUBLISHER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ARTIST

\_\_\_\_\_  
DATE

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

