

Factor Four Magazine

Publishing Contract

This agreement is made between Flores Factor Publishing, herein referred to as PUBLISHER or PRESS, and _____, hereinafter referred to as AUTHOR with respect solely to the AUTHOR's textual work entitled " _____ ", hereinafter referred to as the WORK.

Publisher and Author agree as follows:

1. Author Grants:

1.1 Permission: AUTHOR grants permission to include WORK for publication in one issue of Factor Four Magazine, a magazine produced by PUBLISHER, in print and electronic forms, hereinafter referred to as PUBLICATION.

1.2 Rights:

1.2.1 Print Rights: The AUTHOR grants first serial print rights of the WORK to the PUBLISHER in one issue of Factor Four Magazine, for publication in the English language worldwide on or before twelve (12) months from the date this agreement is executed by AUTHOR. The rights granted here are exclusive for a period of six (6) months from the first date of publication and nonexclusive thereafter.

1.2.2 Electronic Rights: The AUTHOR grants first serial electronic rights of the WORK to the PUBLISHER in one issue of Factor Four Magazine, for publication in the English language worldwide on or before twelve (12) months from the date this agreement is executed by AUTHOR. The rights granted here are exclusive for a period of six (6) months from the first date of publication and nonexclusive thereafter.

The grant of the nonexclusive rights within 1.2.2 of this agreement is subject to the following limitation: after three (3) years from the date of initial publication, the AUTHOR may terminate the grant of nonexclusive electronic rights and ask the publisher to remove the WORK from the magazine's website, or any other electronic format, and the PUBLISHER agrees that it will comply within thirty (30) days of the request. AUTHOR must make this request in writing via mail or electronic mail.

1.3 Anthology Rights: AUTHOR grants PUBLISHER, for a period of three (3) years the nonexclusive, worldwide English language rights to republish WORK or cause WORK to be republished in any book or anthology consisting of material 80% of which previously appeared in Factor Four Magazine, and which includes works by five (5) or more contributions. Payment for said rights are outlined in Section 4.2.

1.4 Reproduction: Once WORK has been published in PUBLICATION, PUBLISHER will not reuse story in any other publication, excluding anthologies as outlined in section 1.3 of this contract, or issue of the same PUBLICATION, without written permission from the AUTHOR. Nothing in this section prevents PUBLISHER from printing more copies of the same issue within the scope of the rights granted by AUTHOR above.

1.5 Limit of Rights: This agreement is not a transfer of copyright to the WORK. All rights not expressly granted by the AUTHOR reside exclusively with the AUTHOR. Any rights that may be developed in the future shall reside with the AUTHOR.

2. Warranties:

2.1 AUTHOR warrants that the WORK is original, has not been previously published in any form, within the rights granted above. AUTHOR warrants that no other entity has reserved the rights required by the PUBLISHER.

2.2 AUTHOR warrants that he/she is the sole authors of the WORK, that the WORK is not copyrighted by another entity or person, and the WORK is not libelous to the best of his/her knowledge. AUTHOR warrants that they have sole right to provide rights, warranties and copyrights related to the WORK.

2.3 If the AUTHOR knowingly makes any false representations as to the warranties granted in this agreement, AUTHOR agrees to hold harmless and indemnify PUBLISHER from all damages, costs, and expenses directly resulting from a finally sustained judgment relating to any legal actions incurred by the AUTHOR arising from an intentional breach of these warranties.

3. Publication:

3.1 PUBLISHER agrees to publish and commence distribution of the WORK within twelve (12) months of the date of this contract's execution. In the event that PUBLISHER fails to publish and distribute WORK by said date, this agreement will terminate and all rights will revert back to the AUTHOR. Any payments made to AUTHOR (see section 4) by the PUBLISHER will still be the AUTHOR's to keep.

3.2 The AUTHOR agrees not to publish or permit others to publish this WORK in any form covered by the rights AUTHOR granted prior to publication in PUBLICATION and for the full duration of the rights agreed upon, unless released to do so in writing by PUBLISHER. If the WORK is selected for a “best of the year” or an awards anthology, PUBLISHER agrees to waive this clause, provided AUTHOR give PUBLISHER prior written notice of the selection by such anthology.

3.3 Edits and Final Manuscript: PUBLISHER has the right of final approval of AUTHOR’s manuscript. PUBLISHER may make all corrections of typographical or grammatical errors without AUTHOR’s consent. PUBLISHER reserves the right to change font, format, and other copy-editing related adjustments of the AUTHOR’s manuscript. Any other changes required will be submitted to the AUTHOR to make. PUBLISHER can assign an editor to assist AUTHOR with these changes, but will not make them for the AUTHOR. AUTHOR will not have to pay for any editing services provided by PUBLISHER for the purpose of publication in PUBLICATION.

3.4 Name Printed: AUTHOR agrees to have WORK’s byline printed as: “ _____ ” in all editions of this WORK in this Publication.

3.5 Title Printed: Author agreed to have WORK’s title printed as: “ _____ ” in all editions of this Publication.

4. Payment:

4.1 In exchange for rights granted section 1.2 including subsections, the PUBLISHER will pay AUTHOR ten (11) United States Cents per word. For purposes of payment, AUTHOR agrees that WORK is _____ words in length. AUTHOR agrees to accept \$ _____ (US Dollars) as payment in full. Payment is made to AUTHOR in the form of _____ within sixty (60) days of the execution of this agreement by AUTHOR. In the event payment is not made within the provisions of this paragraph PUBLISHER all rights granted shall immediately revert back to the AUTHOR. For the purposes of this sections payment is considered “made” when PUBLISHER sends the payment as defined in Section 4.3.

4.2 If PUBLISHER chooses to create an anthology as defined in 1.3 of this agreement, AUTHOR shall be paid based on wordcount of 50% of the book or anthology’s gross earnings in all editions on a monthly basis. These payments will be made within thirty (30) days of receipt by the PUBLISHER, so long as a minimum of \$5.00 (US DOLLARS) is due to the Author for that month. No payment for these rights is due until actually received by the PUBLISHER. The pro rata share shall be determined by percentage of wordcount of WORK with total wordcount of the anthology or book. The payment will

be made to AUTHOR in the form of _____. For the purposes of this section, payment is considered “made” when the PUBLISHER sends the payment as defined in section 4.3.

PUBLISHER agrees to send AUTHOR a copy of every edition of the book or anthology created in section 1.3. The AUTHOR can opt out of receiving this copy if they choose.

4.3 AUTHOR agrees that their payment can be sent to the following:

AUTHOR agrees the PUBLISHER is not responsible for error in the payment location. Changes in payment location must be communicated to the PUBLISHER prior to payments being sent and will be executed as an amendment to this agreement as defined in section 5.1.

5 Changes to this Agreement

5.1 In the event that the AUTHOR or PUBLISHER wishes to make changes to this agreement, a request must be made in writing to the other party. An agreed upon addendum can be attached to this agreement and will only be considered valid if both parties sign, in agreement, said addendum.

5.2 Any agreed upon changes to one section of this agreement, shall not affect the validity of the rest of this agreement.

6. Understanding, Laws, and Venue

6.1 This agreement contains the entire understanding of the parties with regard to the information contained within the areas covered in this agreement. Any representations made outside of this agreement are not valid. Neither AUTHOR nor PUBLISHER will be bound to any terms made outside of this agreement.

6.2 This agreement supersedes any previous agreements or understandings with respect to WORK. This agreement can only be modified in writing if agreed upon by all parties involved as described in Section 5.

6.3 This agreement is absolutely binding and fully enforceable and shall inure to the benefit of the parties hereto, their successor, personal representative, heirs and assigns.

6.4 The laws of the State of Washington, United States of America shall govern this agreement.

6.5 Should a court rule that any section of this agreement be invalid, or otherwise unaccepted, it shall not affect the validity of the remainder of the agreement.

7. Signatures:

In witness whereof, AUTHOR and PUBLISHER have executed this agreement on the day and year below, to be effective immediately if the date signed below are the same, or on the later signed date if the dates are not the same.

AUTHOR:

SIGNED: _____

PRINT: _____

DATE SIGNED: _____

PUBLISHER:

SIGNED _____

PRINT: **Richard Flores IV**

TITLE: **Editor In Chief**

DATE SIGNED _____