

Echo Literary Magazine

Contract for Original Publication

Summary of Rights:

- First digital publication rights
- First print publication rights
- 12 Months print and digital exclusivity after publication
- Promotional use of author image, biographical information, and excerpts
- Dispute resolution via binding arbitration
- Electronic signature

Defined Terms

"Date"	Today's Date
"Author"	Author's Name whose address is: Author's Address and their licensees, heirs, assignees, and successors
"Publisher"	Educating Creative Humans Off-campus Incorporated , and its licensees, heirs, assigns, and successors
"Magazine"	The Echo Literary Magazine, a print and digital art and literary publication owned by the Publisher
"Story"	The Title of Your Story a Word Count word story created and owned by the Author
"Byline"	Author's Byline

This contract is made as of the Date, by and between the Author and the Publisher, concerning the Story and its publication in the Magazine. The Author and the Publisher agree:

Author's Grant

1. The Author grant permission to include the Story in the Magazine and the Website in the English language in all countries throughout the world on the terms contained in this Agreement.

Story Rights Purchased

2. In exchange for the Payment, the Author grants the Publisher the following rights with regard to the Story. All rights not expressly granted by the Author reside exclusively with the author.

First Print Publication Rights

3. The Author grants the Publisher the right to publish the Story in the English language before it appears in any other publication or place.
4. The Author also grants the Publisher the indefinite, nonexclusive right to republish the Story in future print and digital compilations with no further compensation due to the author.
5. The Author understands the Publisher retains the right to offer the Story for sale as a part of the Magazine for as long as they choose across all print and digital formats.

Exclusivity Period

6. The Author agrees not to publish or permit others to publish the Story in any digital or print form prior to its publication in the Magazine for a period of twelve (12) months after the publication of the Magazine without the prior written permission of the Author.

Best of the Year Anthology Exception

7. If the Story is selected for inclusion in a "best of the year" anthology ("Best of the Year Anthology") and the Author agrees to said offer of publication, the Publisher agrees to waive the Exclusivity Period clause above, provided the Author gives the Publisher prior written notice of such selection.
8. For the avoidance of confusion, both "long list" and "short list" anthologies, as well as the John W. Campbell Award anthology, shall qualify as Best of the Year Anthologies subject to this provision.
9. The Publisher may wish to include the Story in anthologies incorporating work published over a period of time, such as quarterly or annually. Inclusion of the Story within such anthologies is at the Publisher's sole discretion. The Author grants the Publisher the right to include the Story in said anthologies. The Author further understands that such anthologies may be published in print and/or digital form.

Archive

10. The Author grants the Publisher nonexclusive electronic rights to archive the text of the Story online behind a paywall in perpetuity as long as the Publisher maintains the Magazine website.

Editing

11. The Publisher will not alter the Story's text or title without the Author's prior written approval. The publisher reserves the right to make minor copyediting and/or formatting changes to conform the style of the text to its customary usage.

Attribution

12. The Author will be credited in the Magazine and on the Magazine's webpage. If a Byline is provided, the Publisher will use it instead of the Author's legal name.

Promotional Use of Image

13. The Author grants Publisher the right to use the Author's Byline and/or name, image, likeness, and biographical material for all advertising, promotion, and other marketing use of the Story. The Author shall provide the Publisher with a photograph and appropriate biographical material for such use.

Author's Warranties

14. The Author represents and warrants that they are the sole creator and owner of the Story and has full power and authority, unencumbered by the rights of any third party, to enter into this Agreement and to grant the rights set forth herein to Publisher.
15. The Author further warrants that, to the best of their knowledge:
- a. the Story has not previously been published in whole or in part in any medium;
 - b. the Story does not, and, if published will not, infringe upon any proprietary right at common law, or any statutory copyright, or a trademark right, or any other right of any other third party;
 - c. the Story contains no material that is intentionally unlawfully obscene, libelous, that violates the right of privacy or publicity of any person, or is otherwise harmful to any third party so as to subject the Publisher to liability or is otherwise contrary to law;
 - d. the Story does not infringe upon any registered or unregistered copyright or upon any other proprietary or personal right of any person, firm, or corporation; and
 - e. the Story is not in the public domain

Author's Indemnity

16. The Author agrees to indemnify the Publisher, along with its subsidiaries, affiliates and any respective agents, officers, directors and employees from any claims, demands, suits, actions, proceedings or prosecutions occasioned to the Publisher in connection with or in consequence of any breach of the warranties ("Claims") including any liabilities, losses, expenses (including reasonable attorneys' fees) or damages finally sustained and which aren't recoverable under the Publisher's insurance.

17. The Author and the Publisher agree to give prompt notice by email to the other of any Claims received by it of which it becomes aware.

Reversion of Rights

18. If the publisher fails to publish the Story within six (6) months of the date of this Agreement, all rights granted hereunder shall immediately revert to the Author.
19. If the Author fails to execute this Agreement within thirty (30) days of receipt, the Publisher's offer to purchase the work shall be considered withdrawn and all rights granted hereunder shall immediately revert to the Author.

Termination

20. This agreement may be terminated without penalty by the written consent of both the Publisher and the Author.

Disputes

21. This Agreement will be governed by the laws of the State of Florida. Any dispute between the Author and the Publisher regarding the Agreement that cannot be settled through negotiation shall be referred first to mediation under the Commercial Mediation Rules of the American Arbitration Association.
22. If mediation is unsuccessful, the matter will be referred to arbitration by a single arbitrator under the Commercial Arbitration Rules/Expedited Procedures of the American Arbitration Association. The Author and the Publisher agree that judgment and/or any award rendered by the arbitrator may be entered in any court having jurisdiction.
23. **NOTE: BY SIGNING THIS AGREEMENT, YOU ARE AGREEING TO SUBMIT ANY DISPUTES ARISING FROM THIS CONTRACT TO BINDING ARBITRATION AND GIVING UP YOUR RIGHT TO HAVE ANY CLAIMS HEARD BY A JUDGE AND/OR JURY.**

Jurisdiction

24. Regardless of its place of execution, this agreement shall be interpreted under the laws of the United States of America and the State of Florida.

Miscellaneous Provisions

Complete Agreement

25. This Agreement constitutes the complete and only Agreement between the Author and the Publisher regarding the Story and supersedes any previous agreements, representations, negotiation or understandings, whether oral or in writing.

Assignment

26. Neither the Author nor the Publisher may assign, transfer, change or otherwise deal with any of its rights under this Agreement, nor grant, declare, create or dispose of any right or interest in it, except with the prior written consent of the other.
27. Furthermore, no assignment other than an assignment by operation of law or by Publisher in connection with the sale of all or substantially all of its assets, shall be valid without the provision of notice to the other party. Any purported assignment in violation of this paragraph shall be void.

Notice

28. Any notice required under this Agreement shall be deemed to have been properly delivered by electronic mail.

Third Party Rights

29. No other person, firm, or corporation who is not party to this Agreement shall have any rights under this Agreements or any applicable legislation to enforce any term of this Agreement.

Electronic Signature

30. By typing their names below, the Author and the Publisher agree to electronic signature of this Agreement, and further consent to be legally bound by its terms and conditions as if the Agreement had been manually signed.
31. The Author further warrants that no certification authority or other third party verification is necessary to validate their electronic signature.
32. If the Author has not attained the age of eighteen years as of the date of this Agreement it shall be signed by both the Author and by a parent or guardian of the Author, in which case the Author and the parent or guardian of the Author expressly acknowledge that this Agreement is fair and reasonable and is for the benefit of the Author.