

## Mortis Operandi Anthology Sample Contract

This agreement, dated September 18, 2011, is made between the **Mortis Operandi Anthology / The Harrow Press**, herein called **PUBLISHER** and John Doe (w/a Johnny Doe), Grave #17, Boot Hill, CA 91350, john@boothill.com, herein called **AUTHOR**, as respects "Triple Death", herein called the **WORK**.

### Author's Grant

The AUTHOR grants to PUBLISHER Exclusive English Anthology Print and Electronic (e-book) Rights, for publication in the English language anywhere in the world, for a period of two years from the publication date of the work, and non-exclusive Print and Electronic rights thereafter without time limitation. All rights in the WORK not specifically granted to PUBLISHER in this agreement are reserved by the AUTHOR.

### Payments and Royalties

For the rights granted to the PUBLISHER above, the AUTHOR will receive payment of U.S.\$ \$50.00.-, to be paid within 60 days from publication, via PayPal only. In addition, Author will receive 1 free contributor copy.

### Author's Warranties and Indemnities

AUTHOR warrants that AUTHOR is the author and sole owner of the WORK or has been assigned the rights delineated above; that it is original and contains no matter unlawful in its content, nor does it violate the rights of any third party; that the WORK is not in the public domain. AUTHOR also warrants that these rights are owned or controlled by AUTHOR without encumbrance and that AUTHOR has full power to grant the listed rights to PUBLISHER. AUTHOR warrants that the WORK has not been previously published in any form.

If a judgment is obtained against PUBLISHER for usurping rights in the WORK that are controlled by a publisher or other entity than PUBLISHER or AUTHOR, the AUTHOR agrees to hold PUBLISHER harmless and to indemnify PUBLISHER for reasonable damages and costs.

### Changes in Text or Title

The PUBLISHER agrees to make reasonable efforts to notify the AUTHOR in advance of any editorial changes in title and/or text of the WORK, and to secure the AUTHOR's approval for any such changes whenever possible. AUTHOR agrees that such approval will not be unreasonably withheld. PUBLISHER may make corrections of typographical or grammatical errors without AUTHOR's consent. In the event of a title change, AUTHOR will be given an opportunity to suggest alternative titles.

### Author's Name or Pseudonym

The AUTHOR has the exclusive right to the use of his/her name or pseudonym listed as the author in connection with this WORK. PUBLISHER cannot prevent AUTHOR from using the same name or pseudonym for any other publisher or for any other book genre. PUBLISHER will have a non-exclusive right to use AUTHOR's name, likeness and biographical material for the purposes of advertising, publishing and promoting the WORK itself. AUTHOR must provide PUBLISHER with a biography for such use. PUBLISHER reserves the right to edit or rewrite biographies as necessary for length or content.

### Reversion of Rights

In the event that the above-mentioned anthology has not been published within 12 months of signing of this agreement, rights revert to the AUTHOR, and the AUTHOR has the right to sell or arrange for publication of the above-named WORK in any manner.

### Selling Price

PUBLISHER will set the retail price ("cover price") of the WORK. PUBLISHER reserves the right to raise or reduce the price as needed to stimulate sales.

### Copyright

If desired, AUTHOR will be responsible for registering the copyright with the U.S. Copyright Office, including payment of any fees and the costs of preparing printed and/or electronic documentation of the work as required by the U.S. Copyright office. PUBLISHER shall be listed as the publisher of the work in all formats indicated in Section I. AUTHOR understands that if s/he chooses not to register the copyright

with the U.S. Copyright office, s/he may be limited in the damages that could be awarded in court if there is a copyright violation. PUBLISHER will place a copyright notice on all versions of the Work, using the year of first release if no other information is available.

### **Copyright Infringement**

PUBLISHER is not obligated to initiate legal proceedings should a claim arise regarding a third party infringing the AUTHOR's or PUBLISHER's rights. If such a claim arises, AUTHOR and PUBLISHER may sue either jointly or severally. PUBLISHER shall not be held liable for failing to take action upon a claim.

### **Author/Publisher Indemnification**

AUTHOR shall indemnify, defend and hold harmless PUBLISHER and its owners and affiliates, editors, shareholders, officers, directors, partners, associates, agents and representatives and the PUBLISHER shall indemnify, defend and hold harmless the AUTHOR from any and all claims, debts, demands, suits, actions, liens, proceedings and/or prosecutions ("Claims") based on allegations which, if true, could constitute a breach of any of the foregoing warranties, and any and all liabilities, losses, damages and expenses including, but not limited to, attorney's fees and court costs. Each party to this Agreement shall give prompt notice to the other party of any Claims. No compromise or settlement of any Claim shall be made or entered into without the prior written approval of the AUTHOR and PUBLISHER.

### **Signatures**

IN WITNESS WHEREOF, AUTHOR and PUBLISHER have executed this agreement on the day and year below, to be effective immediately if the dates are the same, or on the date of the later signature if the dates are not the same. E-mail signature of this contract will be effected by following the procedure detailed below:

1. AUTHOR will return the e-mail containing this contract in its body, adding at the top of the e-mail message the following statement: "I have read and agreed to the contract set forth below".
2. PUBLISHER will return the contract so accepted by AUTHOR by return e-mail, adding at the top of the e-mail message the statement: "Accepted by PUBLISHER".

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