

## Sword and Sonnet Contract

**Writer:**

**Email:**

**Address:**

**The Story:**

**Length:**

AGREEMENT made this DATE , between SWORD AND SONNET (hereinafter referred to as "The Publisher"), its successors and assigns; And AUTHOR NAME (hereinafter referred to as "The Writer"), their heirs, executors, administrators, successors and assigns;

Concerning a story of approximately xxxx words, presently titled: STORY TITLE (hereinafter referred to as "The Story").

The parties agree as follows:

### **1. Rights**

Publisher shall be entitled to exclusive First World English rights for a period of **six (6) months** from date of first publication and non-exclusive English worldwide print and electronic publication rights thereafter. The Story's use is limited only to inclusion in the Sword and Sonnet anthology. The Publisher retains the right to offer issues of the publication containing The Story for sale for as long as they choose across all publishing platforms. The Publisher may also post excerpts of The Story electronically or in marketing media of all types for promotion purposes, limited to a word count of ten percent (10%) of The Story.

The Writer further acknowledges and agrees that, until six months have elapsed from the publication of the Story in Sword and Sonnet, The Publisher will hold the exclusive rights to publish The Story in the English language, and that The Writer shall not authorize or permit any third party to publish, reproduce, display or distribute either The Story or any excerpt, portion, version, abridgement, or revision thereof in any medium during the six month exclusivity period; on an individual basis, The Publisher will make reasonable accommodations for publication of The Story if it is chosen for inclusion in Best of the Year anthologies, single-author collections, or excerpts on personal author websites.

The Publisher will not republish or repurpose The Story in subsequent anthologies or other publications without the prior consent of The Writer. However, The Publisher retains the right to publish new versions of individual anthologies in order to correct elements including but not limited to spelling, grammar and formatting. The Publisher also retains the right to bundle individual anthologies into single-file product offerings, and also to produce alternate versions of

a given anthology or product in order to meet the requirements of specific distributors, as long as the basic contents of each anthology are not fundamentally changed, without additional payment to The Writer.

All other rights remain with The Writer.

## **2. Payment**

It is understood that The Writer's fee for The Story shall be \$xxx.00 USD, **payable within thirty (30) days of Writer's acceptance of these terms.** The Writer will also receive a copy of the anthology upon release in both paperback and ebook formats.

Payment will be made via PayPal or TransferWise. Please indicate the desired account.

**PayPal Email:**

or

**TransferWise Email:**

## **3. Publication and Reversion**

The Publisher agrees to make best efforts to publish The Story within eighteen (18) months of the execution of this Agreement. If The Publisher is not able to publish the Story within eighteen (18) months, this Agreement becomes invalid automatically, at which time, all rights will revert to The Writer. The Publisher may withdraw the offer to publish at any time, for any reason, prior to publication with a written notice to The Writer, at which time all rights will revert to The Writer.

## **4. Warranty**

The Writer represents and warrants that they are the sole Writer of the Work, that the Work is original, and that no one has reserved the rights granted in this agreement. The Writer also represents, to the best of their knowledge, that the Work does not contain any libelous material.

## **5. Proofreading**

It is also agreed that The Publisher will submit proofs of The Story for The Writer's examination, sufficiently in advance of publication to permit correction of errors. If edits or revisions are required by The Publisher, The Writer agrees to work with The Publisher to address those requirements and to complete agreed upon revisions in a timely fashion.

AGREED: The Writer

AGREED: Sword and Sonnet

By:

By: ----

Date:

Date: ----