



CONTRACT FOR REPRINT PUBLICATION

This contract is made as of [Date], by and between Imagitopia (the Podcast), a production of Android Press (the Publisher) and [Name] (the Author), concerning [Story Title] (the Story) and its publication in the Podcast. The Author and the Publisher agree:

Author's Grant

1. The Author grants the Publisher permission to include the Story in the Podcast and on the Podcast's website for publication in the English language in all countries throughout the world according to the terms contained in this Agreement.

Payment Terms

2. The Publisher shall pay the Author within sixty (60) days of the Story's initial publication on the Podcast, by electronic funds transfer in United States Dollars. The Author shall supply the Publisher with an appropriate Payment Email Address and any other applicable information as needed to complete payment. Any fees incurred as a result of the Publisher's choice of electronic payment method will be paid by the Publisher. The Publisher does not pay any fees the Author may incur to convert the Payment into a currency other than USD.

3. The Author certifies and acknowledges they are an independent contractor for all purposes related to the Payment and that the Payment does not equate to an employment or work for hire. As such,

4. The Publisher shall make no tax withholding from the Payment under this Agreement. The Author is not entitled to receive any employment benefits, including but not limited to vacation pay, sick leave, retirement benefits, Social Security benefits, workers' compensation, disability, or unemployment benefits as a result of the Payment.

5. At Publisher's request, the Author shall provide such documents and information as the Publisher may reasonably require in order for the Publisher to comply with reporting requirements of various governmental taxing entities regarding the Payment.



Story Rights

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

Nonexclusive Reprint Publication Rights

7. The Author grants the Publisher the nonexclusive right to reprint the text of the Story in the English language in connection with an Episode of the Podcast [on or after DATE].

Audio Rights

8. The Author grants the Publisher worldwide English language nonexclusive non-dramatic audio performance rights to the Story solely for use in an Episode of the Podcast.

9. The Author also grants to the Publisher the indefinite, additional, and nonexclusive right to republish the audio performance of the Story in future audio compilations consisting of material at least 50% of which was previously published by the Publisher with no further compensation due to the Author.

10. The Author understands the Publisher retains the right to offer the Episode containing the Story for sale for as long as they choose across all audio formats and platforms.

Promotional Material Rights

11. The Publisher routinely prepares compilations made available to reviewers, annual anthology editors, as submission materials for award consideration, and for other promotional purposes ("Promotional Material"). Promotional Material is not offered for sale. The Author grants the Publisher the right to include the Story in Promotional Material. Inclusion of the Story within Promotional Material is at the Publisher's sole discretion. The Author further understands that Promotional Material may be published in audio, print, and/or digital form depending on the requirements of the recipient (for example award juries which require hard copy entries).



Archival Rights

12. The Author grants the Publisher nonexclusive electronic rights to archive the text of the Story online in perpetuity as long as the Publisher maintains the Podcast website.

13. The Author further grants the Publisher nonexclusive electronic rights to archive the Episode online in perpetuity as long as the Publisher maintains the Podcast website.

Editing

14. 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.

15. The Publisher shall not make the Story available to any distributor, catalog, service, or computer program which alters the text of the work or the display of the work, beyond typographic or formatting changes that do not affect the meaning of the work, or facilitate such changes (including but not limited to removing or changing profanity) without written permission of the Author. Should the Story be so listed without the permission of the Author, the Publisher shall ensure its removal.

Attribution

16. The Author will be credited in the Episode and on the Episode's webpage. If a Byline (pen name) is provided, the Publisher will use it instead of the Author's legal name.

17. The Publisher further agrees to attribute the Story's original publication. At their discretion, the Podcast editor may attribute additional subsequent publications requested by the Author.

Publisher's Promotional Use of Image and Biographical Information

18. 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.

19. For the avoidance of doubt, a photograph of the Author is not required. The image provided



may be an avatar, author brand logo, or other image which the Author wishes to use for identification in relation to the Story, subject to the Podcast's approval, such approval shall not be unreasonably withheld.

Author's Warranties

20. 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.

21. The Author further warrants that, to the best of their knowledge and as construed under United States federal law:

- a. the Story does not, and, if published, will not, infringe upon any proprietary right at common law, or any statutory, registered or unregistered copyright, or trademark right, or upon any other proprietary or personal right of any natural or legal person;
- b. the Story contains no material that is intentionally unlawfully obscene, libelous, that violates the right of privacy or publicity of any natural person, or is otherwise harmful to any third party so as to subject the Publisher to liability or is otherwise contrary to law; and
- c. the Story is not in the public domain.

Author's Indemnity

22. 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.

23. 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

24. If the Publisher goes out of business or ceases to maintain the Podcast website, all rights granted to the Publisher in this Agreement shall revert automatically to the Author.

25. If the Publisher fails to publish the Story within twenty-four (24) months of the date of this Agreement, all rights granted hereunder shall immediately revert to the Author.

26. If the Author fails to execute (sign) this Agreement within sixty (60) days of receipt, the Publisher's offer to purchase the work shall be considered withdrawn. All rights granted hereunder shall immediately revert to the Author and no Payment shall be due.

Kill Fee

27. The Publisher may terminate this Agreement in exchange for a kill fee made in accordance with the payment terms above (the "Kill Fee"). The Kill Fee shall be equivalent to 10% of the Payment. For the avoidance of doubt, no Kill Fee shall be payable if the Publisher withdraws an offer of publication in connection with an Author's misrepresentation and/or breach of warranty.

Termination for Convenience

28. This Agreement may be terminated without penalty or Kill Fee with the written consent of both the Publisher and the Author.

Disputes

29. This Agreement will be governed by the laws of the State of Oregon. Any dispute between the Author and the Publisher regarding the Agreement that cannot be settled through negotiation shall be referred at first instance to mediation under the Commercial Mediation Rules of the American Arbitration Association.

Jurisdiction

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



Data Protection

31. The Publisher confirms that they will comply with the General Data Protection Regulation (EU) 2016/679, the relevant implementing legislation, and other applicable data protection laws (collectively, “Data Protection Laws”). Further information about the processing of Personal Data can be found in our Privacy Notice, which is available to view on our website at <https://www.imagitopiapod.com/about-legal> or a copy can be provided upon request.

32. The Publisher and the Author acknowledge and agree that for the purposes of this Agreement they each act as a Data Controller in their own right and are independently responsible for compliance with all obligations and duties under applicable Data Protection Laws in respect of any Personal Data which they may process in the performance of their obligations.

Miscellaneous Provisions

Complete Agreement

33. 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

34. Neither the Author nor the Publisher may assign, transfer, charge 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.

35. Further, 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

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

Third Party Rights

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

Electronic Signature

38. By typing their names below, the Author and the Publisher agree to the 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.

39. The Author further warrants that no certification authority or other third party verification is necessary to validate their electronic signature.

This agreement is executed on the date appearing at the first page of this Agreement:

x _____
Author Date

ADDRESS: _____

x _____
Android Press (Publisher) Date

ADDRESS: 39658 Jasper Lowell Rd. Fall Creek, OR 97438