



SpaceDragon Creations Anthology Inclusion Contract

Introduction

This publishing contract, the "contract", is entered into as of [Contract Created Date] by and between SummerStorm Press LLC, the "Publisher", and [Author Name], the "Author". This anthology inclusion contract governs the publication of the work(s) listed below for up to one (1) year from the publication date after which the Author may use the Work at their discretion.

This anthology inclusion contract governs “the Work”: [List title of work(s)].

1. Grant of Rights

- A. The Author grants the Publisher full right and title to the following, in perpetuity:
The right to publish, sell, and profit from the listed works in all languages and formats in existence today and at any point in the future.
- B. To create or devise modified, abridged, or produce in other formats (including audio) for advertising and marketing.
- C. These rights are granted by the Author on behalf of him/herself and their successors, heirs, executors, and any other party who may attempt to lay claim to these rights at any point during the year of this contract.
- D. The rights granted to the Publisher by the Author shall not be constrained by geographic territories and are considered global in nature.

2. Author Compensation

The Publisher does not provide advancements.

The Publisher agrees to provide the Author with payments as follows:

- A. Anthologies/Short Stories
For each accepted and published story in The Publisher’s produced anthologies (excluding charity and buy-in anthologies), The Author shall receive a one-time payment of \$10 (USD) via PayPal no more than two (2) weeks after publication date of the anthology.

3. Publication

- A. The Publisher shall have the exclusive right to edit or modify the Work at their discretion prior to publication. However, the Author shall have the right to review any modifications and grant approval prior to publication if they so desire.
- B. While the Author shall have the right to review and approve any changes to content, the Publisher shall retain full right to manufacture, distribute, market, and sell the completed work as they deem necessary.
- C. The Publisher agrees to provide page proofs of the Work prior to publication with a deadline for the Author to review and dispute. These proofs shall include all content, including any artwork directly associated to the Work. The author agrees to review and return these proofs to the Publisher within 7 days.
- D. The Publisher agrees that the works covered under this anthology inclusion contract will be published within one year of the date the Author returns signed contract.
- E. The Publisher agrees to consult with the Author regarding marketing the published works as is stated in The Publisher's Mission Statement and Transparency Pledge, but reserves the right to make final decisions regarding sales and marketing of the works.
- F. The Author grants the Publisher the right to use the Author's name and likeness as they see fit for marketing purposes unless the author expressly requests their image not be used.

4. Copyright

- A. The Publisher shall include a copyright notice in the Author's name on all published copies of the works in accordance with United States copyright regulations.

5. Accounting

- A. For payment on short stories and anthology stories, the Publisher shall provide a digital receipt from the chosen online payment option to the Author when the one-time payment is processed. It is up to the Author to ensure the receipt is correct and to accept the payment.

6. Warranties & Indemnity

- A. The Author warrants that the Works governed by this anthology inclusion contract are their sole intellectual property, that no other similar agreements governing these works exist, and that the works are not in the public domain. Furthermore, the Author warrants that this work is not in publication with a third party whether it be online (Wattpad, Archive Of Our Own, etc.) and that it will not be in such publication for the duration of this contract.
- B. Additionally, the Author warrants that the works do not infringe on copyrights, trademarks, or other intellectual rights of any third parties. If the works governed by this

anthology inclusion contract contain statements presented as fact, the Author warrants that such statements are true and accurate.

- C. Furthermore, the Author agrees to refrain from entering into agreements with third parties that conflict with the terms of this anthology inclusion contract that may take sales away from the Publisher and other forms of distribution that may be considered unfair competition.

7. Author's Right to Cancel

- A. Should the Author deem that the Publisher has failed or is failing to uphold the terms of this anthology inclusion contract, the Author shall notify the Publisher in writing, and grant the Publisher a minimum of 30 days to correct such shortcomings. If the Publisher fails to adequately address the issues presented by the Author, the Author shall have the right to cancel this anthology inclusion contract before the first round of edits and seek to establish a publication relationship with another publisher.
- B. Should the Author exercise their right to cancel, they shall not receive any marketing material, graphics, promotional materials or edited editions of the short story or poem.
- C. If, for any reason, the Author wishes to cancel this contract after the anthology has been put into production (any date after the agreed upon date between the Publisher and the Author for editing to begin), up to distribution and sale, the Publisher has a right to require the Author to pay restitution to the Publisher for time and effort in accordance with an itemized list of services rendered to the Author in accordance with the Publisher's pricing for said services after cancelation (up to \$200). The Author has up to 14 days to pay restitution.
- D. Canceling a contract does not inhibit the Author from working on future productions with the Publisher.

8. Publisher's Right to Cancel

- A. Similarly, the Publisher shall have the right to cancel this anthology inclusion contract, at the Publisher's loss, should they deem that the Author has failed to uphold its terms, notifying the author in writing, after granting the Author a period of at least 30 days to correct such issues.
- B. Should either party cancel this anthology inclusion contract, all rights granted to the Publisher shall revert to the Author entirely.

9. General Terms

- A. This anthology inclusion contract represents the entire agreement between the Author and Publisher.
- B. This contract may not be altered, amended, or otherwise modified except through written form requiring signature by both parties.

- C. Should multiple individuals be considered the "Author" of the works governed by this anthology inclusion contract, each of those individuals shall be liable for adhering to the terms of this contract.
- D. The Publisher and Author shall be granted an extension on any time-sensitive duties related to this anthology inclusion contract should circumstances beyond their control interfere with their ability to execute their contractual obligations.
- E. All notices related to this contract shall be delivered via email.

This anthology inclusion contract shall be considered legally binding.
In dispute, this contract shall be governed by the laws of Kansas, USA.
Any disputes related to this contract shall be resolved through binding neutral arbitration.

Acceptance

THEREFORE, having read and understood the terms of this anthology inclusion contract, the Author and Publisher (or their authorized representatives) hereby execute and enter into this contract with one another as of the dates below.

Author Signature

SummerStorm Press LLC Rep. Signature

Author Print

SummerStorm Press LLC Rep. Print

Date

Date