

# Fyrecon Triskidekaphobia Publication Contract

## 1. GRANT

The undersigned author or artist (“Creator”) of a Work that has been selected for publication in a charity anthology sponsored by Fyre Ink Inc. (“Publisher”) hereby grants and assigns to Publisher the permanent non-exclusive rights to publish in the English language the Work as part of one or more collections in printed book (all formats), electronic book (“ebook”), and audio book form worldwide (all such collections are collectively the “Publications”). The publication in which the Work appears shall be known as Triskidekaphobia and may have some indicator of the volume information. This agreement does not give the Publisher the right to publish a Work that was not written as part of a charity anthology.

The Creator grants six months after publication exclusivity for text. After that time, the Creator is free to sell publication rights for the Work to other parties; however, no such sale shall infringe the Publisher’s rights as set forth in this contract.

The Creator further grants the Publisher the right to use summaries, excerpts, title, and complete illustrations for the purposes of advertising the Publications.

## 2. REPRESENTATIONS AND WARRANTIES

The Creator represents that he or she is the sole proprietor of the Work and that the Work to the best of his or her knowledge does not contain any libelous matter and does not violate the civil rights of any person or persons, does not infringe any existing copyright, and no rights conflicting with those in Section 1 “Grant” have heretofore been sold or granted. The Creator shall hold harmless and indemnify the Publisher from any recovery finally sustained by reason of any violations of copyright or other property or personal right; provided, however, the Publisher shall with all reasonable promptness notify the Creator of any claim or suit which may involve the warranties of the Creator hereunder; and the Creator agrees fully to cooperate in the defense thereof. The warranties contained in this article do not extend to any material not furnished by the Creator.

## 3. DELIVERY

The Creator has previously submitted the Work in electronic form as part of a submission period operated by Publisher. If for some reason another submission is necessary, Creator agrees to cooperate with Publisher in delivering a complete electronic form of the Work in one of the approved formats:

For stories and poems                      Microsoft Word (with extension .doc or .docx) or  
Google Doc.

For illustrations                              JPEG (with the extension .jpg),  
PNG (with the extension .png), or  
TIFF (with the extension .tif or .tiff).

Such resubmission shall be completed by a date to be specified by Publisher. If the file containing the Work is not delivered by said date the Publisher may, at its option, terminate this agreement by notice in writing posted or delivered or emailed to the Creator.

Illustrators must send the highest quality scan possible of their submission.

#### 4. PUBLICATIONS

The Publisher plans to publish the Work as part of a compilation in book and ebook form at its own expense, on its own schedule. Triskiadekaphobia will be completed and published at the Publisher's sole discretion. A Work may appear in Triskiadekaphobia without necessarily being published and sold separately as an individual work.

#### 5. COPYRIGHT

Under the Berne Convention, copyright existed in the Work as soon as the Creator created it and certainly no later than the first time an electronic file of it was saved. The copyright belongs to and will remain with the Creator. The Publisher will not register any copyright in the Work but may choose to register a copyright in Triskiadekaphobia as a compilation, or in any other of Publisher's compilations.

#### 6. EDITING AND PROOFREADING

The Publisher shall have the right to make changes, additions to, and/or eliminations from the Work, with or without the consent of the Creator, as deemed necessary and prudent and as required by formatting, layout and/or quality requirements. The Publisher shall make reasonable efforts to secure the approval of the Creator for any and all changes by submitting the copy-edited manuscript or altered illustration in electronic form to the Creator. The Creator agrees to return such proof to the Publisher with his or her corrections within five (5) days of the receipt thereof. The Creator shall make no alterations in the galley proof or page proof aside from corrections of grammatical mistakes (for a poem or story) or printer's errors (for a poem, story, or illustration).

#### 7. ROYALTIES AND LICENSES

The Creator shall not receive any advance or royalty for publication.

#### 8. CREATOR'S COPIES

The Publisher agrees to present to the Creator one (1) free copy of the ebook edition of Triskiadekaphobia containing the Work, and the Creator shall be permitted to purchase further copies for his or her personal use at a discounted price of forty percent (40%) of the retail price. If the Publisher prepares individual copies of the Work for separate sale, the Creator shall be permitted to purchase up to half of the copies at a discounted price of forty percent (40%) of the retail price.

## 9. REVERSION AND TERMINATION

Because the right granted above is both permanent and non-exclusive, there is no reversion as such. Additionally, because this contract includes ebook rights, there is by definition no way that the Work will ever be “out of print” and no rights shall be triggered by or depend upon an “out of print” status.

The Creator, at their own discretion, may withdraw their submission to the Work no later than seven (7) days after receiving notification of acceptance into the Work. Notice of acceptance will be sent to Creator through the email address provided at the time of submission. After seven (7) days the contract will be in force.

## 10. BANKRUPTCY AND INSOLVENCY

If a petition in bankruptcy shall be filed by or against the Publisher, or if it shall be adjudged insolvent by any court, or if a Trustee or a Receiver of any property of the Publisher shall be appointed in any suit or proceeding by or against the Publisher, or if the Publisher shall make an assignment for the benefit of creditors or shall take the benefit of any bankruptcy or insolvency Act, or if the Publisher shall liquidate its business for any cause whatsoever, this agreement shall terminate automatically without notice, and such termination shall be effective as of the date of the filing of such petition, adjudication, appointment, assignment or declaration or commencement of reorganization or liquidation proceedings, and all rights granted hereunder shall thereupon revert to the Creator.

## 11. RESERVED RIGHTS

All rights in the Work now existing, or which may hereafter come into existence, not specifically herein granted are reserved to the Creator for his or her use at any time.

## 12. ASSIGNMENT

No assignment of this contract, voluntary or by operation of law, shall be binding upon either of the parties without the written consent of the other.

## 13. ARBITRATION

Any controversy or claim arising out of this agreement or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association, and judgement upon the award may be entered in the highest court of the forum State or Federal, having jurisdiction. Such arbitration shall be held in Provo, Utah unless otherwise agreed by the parties.

## 14. NOTICES

Any written notice required under any of the provisions of this agreement shall be deemed to have been properly served by emailing the same to the parties hereto at the addresses set forth above, except as the addresses may be changed by notice in writing.

#### 15. WAIVER

A waiver of any breach of this agreement or of any of the terms or conditions by either party thereto, shall not be deemed a waiver of any repetition of such breach or in any wise affect any other terms or conditions hereof; no waiver shall be valid or binding unless it shall be in writing, and signed by the parties.

#### 16. INFRINGEMENT

If during the existence of this agreement the copyright shall be infringed, the Publisher may, at its own cost and expense, take such legal action, in the Creator's name if necessary, as may be required to restrain such infringement or to seek damages therefor. The Publisher shall not be liable to the Creator for the Publisher's failure to take such legal steps. If the Publisher does not bring such an action, the Creator may do so in his or her name at his or her own cost and expense. Money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall belong to the Creator.

#### 17. DOCUMENTS

If any of the rights granted to the Publisher revert to the Creator, the Publisher shall execute all documents which may be necessary or appropriate to re-vest all such rights in the Creator.

#### 18. LAW

This agreement shall be construed in accordance with the laws of the State of Utah.

#### 19. INHERITANCE

This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the Creator, and upon and to the successors and assigns of the Publisher.

#### 20. ALTERATION

This agreement may not be modified, altered or changed except by an instrument in writing signed by the Creator and the Publisher.

#### 21. APPROVAL

By entering into the submission period, Creator assents to this contract, and no additional signature or other form of assent is necessary to make it effective.