

## Abyss & Apex Contract for Publication

This contract is made between Abyss & Apex Publishing, whose address is 116 Tennyson Drive, Lexington, SC, 29073, hereinafter referred to as the PUBLISHER, and **Author Name**, whose address is **Street address, City, Postal Code, Country**; Author's phone : **(please provide phone #)** ; e-mail: **email address**, herein after referred to as the AUTHOR.

The parties agree as follows:

### **Author's Grant**

1(a). The Author grants permission to include their original story entitled "**Story Title**," a work of approximately **Wordcount**, hereinafter referred to as the Work, in ABYSS & APEX, an online serial publication.

### **Rights Purchased**

1(b). This use of the Work by the Publisher entails the assignment of first world English rights, for publication in the English language on the World Wide Web and in downloadable PDF format. It is also understood and agreed that the Publisher may use this Work only in the above-named publication and that all rights not expressly granted herewithin reside exclusively with the Author.

1(c). Any and all rights purchased hereunder, including the rights of option, terminate after 18 months after publication, except as set forth in 11 below.

### **Options on Further Rights**

2(a). The Author grants to the Publisher the right of first offer on world anthology rights. The Author also grants to the Publisher the right to make an offer on non-exclusive reprint rights. (Exception – this story's inclusion in Year's Best anthologies is always allowed!)

2(b). If the Publisher desires to exercise any of these offers, separate agreements must be entered to and signed for each use of further rights.

### **Payments and Royalties**

3. For the rights granted to the Publisher above in 1(b) the Author will receive a payment in the sum of US **\$Amount**, which will be paid within thirty (30) days of *publication* **PayPal Address: \_\_\_\_\_ (or request a check)**

### **Access to Records**

4. In the event of Publisher's failure to make timely payment, the Author may have access in person or the Author's agents or by power of attorney to all financial records of the Publisher upon presentation of a copy of this agreement to the appropriate location of said records.

### **Author's Warranties and Indemnities**

5. The Author represents and warrants that s/he is the sole author(s) of the Work, that the Work is original, and that no one has reserved the rights granted in this agreement. The Author also represents, to the best of his/her knowledge, that the Work does not contain any libelous material, and is not in violation of any rights of privacy or any other rights of third persons, and does not violate any existing common law or statutory copyrights, and has not been published before in any form. The Author shall hold harmless and indemnify the Publisher from any recovery sustained through any breach of these warranties. These representations and warranties of the Author, as well as the duty of the Author to hold harmless and indemnify the Publisher, shall survive any breach or termination of this agreement, or of the assignment of rights herein.

### **No Competing Publication**

6. The Author agrees not to publish or permit others to publish this Work in any form prior to its publication and appearance in Abyss & Apex (A&A) or within four (4) months of publication, with the noted exception of "Year's Best" anthologies.

### **Changes in Text or Title**

7. The Publisher will make no major alterations to the Work's text or title without the Author's written approval. The Publisher reserves the right to make minor copyediting changes to conform the style of the text to its customary form and usage. To ensure that no such changes are made without the Author's approval, the Publisher will furnish the Author with galley proofs in electronic format of the Work in advance of publication. Author agrees to return such proofs with corrections in not more than seven (7) days from receipt thereof, or sooner

**Reversion of Rights and Withdrawal of Offer to Publish**

8(a). In the event that the Work is not published within (6) months after projected publication date, all 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. The Author shall keep any payments made by the Publisher to him/her. The work can be dismissed before publication with a \$25 kill fee from A&A.

8(b). in the event that payment is not made as specified, the Publisher's offer to purchase the Work shall be considered withdrawn.

**Copyright**

9. The Publisher agrees to list a proper copyright notice for the Work in the name of the Author and to take all necessary steps to protect the Author's copyright in the United States, and in the International Copyright Union.

**Author's Credit**

10. The Author will be credited on the table of contents page and at the beginning of the Work as **Pen Name or real name.**

**Electronic Archive**

11. The Work shall be available online through an archived copy of the above-named magazine for the next year (on a schedule to facilitate awards readings and Year's Best anthology choices) and then archived indefinitely, or until the author requests its removal. Archived stories will be available for Best of Abyss & Apex anthologies, for a reprint fee of half the original purchase price.

**Venue**

12. This agreement shall be deemed executed under the laws of the state of South Carolina, USA. South Carolina state law shall be the applicable law of this agreement.

The parties acknowledge that each party has read and understood this contract before execution.

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**Author/Date**

\_\_\_\_\_/\_\_\_\_\_  
**Editor /Date**

**IMPORTANT!** Please email an electronically signed copy of this contract to Wendy S. Delmater via email at [abyssandapex@gmail.com](mailto:abyssandapex@gmail.com) and put SIGNED CONTRACT: "Story Name" in the subject line. This just means typing your name and the date on the correct line, saving this document, and sending it back to us – the email it comes in is part of the contract.