

THE VANISHING POINT

CONTRIBUTOR'S AGREEMENT

This contract is made between the following parties:

PUBLISHER: The Vanishing Point

CONTRIBUTOR: _____

CONTRIBUTOR PAYPAL ADDRESS: _____

Title of story, poem, article, art, etc., hereinafter referred to as the WORK:

The parties agree as follows:

1. **Rights Granted:** Contributor grants to the Publisher the following intellectual property rights in the Work:

- A. Worldwide First Serial Rights for print or electronic distribution. If the publisher fails to publish the Work within 12 months, all rights granted shall immediately revert to the Contributor.
- B. Non-Exclusive right to include the Work in any future anthologies, reprint editions, or collections published by the Vanishing Point.
- C. Non-exclusive worldwide audio rights to the Work for use in the Vanishing Point's podcasting program.
- D. Non-exclusive right to publish the Work on the Vanishing Point website.
- E. Non-exclusive right to use selections from the Work in the advertising and promotion of The Vanishing Point magazine and website. Additionally, the right to use the Contributor's name, image, likeness and biographical material for advertising and promotion of the Work.
- F. All rights to the Work not specifically granted reside exclusively with the Contributor, including, but not limited to, film, TV, and dramatic adaptations. Contributor retains the copyright to the Work.

2. **Compensation:** In compensation for the rights granted the Publisher under Section 1, Contributor will receive a payment of the following sum \$_____ (the "Payment").

- a. The Publisher shall pay the Contributor within thirty (30) days of acceptance. Should the Publisher choose not to publish the Work, the Contributor will keep the Payment and all rights will revert to the Contributor.
- b. **One-time reprint rights.** Should the Publisher choose to reprint the Work as set forth in Section 1B, the Publisher shall pay an additional "Payment" to the Contributor within thirty (30) days.

3. **Warranty:** You warrant that to the best of your knowledge, the Work does not violate or infringe any copyright, trademark, contract, or proprietary rights of others, or contain anything libelous or defamatory, and you agree to indemnify and hold the Publisher harmless against any final judgment resulting from the falsity of the foregoing warranties.

4. **Editorial Changes:** The Publisher will make no alterations to the Work's text or title without the Contributor's written approval in e-mail or hardcopy, with the exception of proofreading for grammar, punctuation, and spelling. The Publisher reserves the right to make minor copy-editing changes to conform the style of the text to its customary form and usage.

5. Miscellaneous

- (a) No modification to this Agreement shall be binding unless made in writing and signed by the parties hereto.
- (b) The parties acknowledge that each party has read and understood this contract before execution.

Please keep a copy of this agreement for your files and send a signed and dated copy back to us. We thank you for your contribution.

Contributor Signature

DATE

Publisher Signature

DATE