

# NIGHTMARE MAGAZINE

## MEMORANDUM OF AGREEMENT

This contract is made between the following parties:

**PUBLISHER:**

**AUTHOR:**

**AUTHOR PAYPAL ADDRESS:**

The parties agree as follows:

1. The Author grants permission for the Publisher to include the Author's story, hereinafter referred to as the WORK, in **NIGHTMARE MAGAZINE**, for publication in the English language in all countries throughout the world.

**WORK:**

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2. For the rights granted to the Publisher in this Agreement, the Author will receive a payment of the following sum, paid on acceptance:

\$\_\_\_\_\_

Clause 6 Option fee, if exercised: \$\_\_\_\_\_

3. (a) The Author agrees not to publish or permit others to publish the work in any form prior to its publication in **NIGHTMARE MAGAZINE** or for a period of six (6) months after the publication in **NIGHTMARE MAGAZINE** without the prior written permission of the Publisher. If the work is selected for a "best of the year" anthology, the Publisher agrees to waive this clause, provided the Author gives the Publisher prior written notice of the selection by such an anthology.

(b) The Author further grants the Publisher the right to nonexclusively archive the work online as long as the Publisher maintains the **NIGHTMARE MAGAZINE** website.

4. (a) The Author grants to the Publisher the nonexclusive, worldwide English-language right to republish the work or cause the work to be republished in any book or anthology consisting of material at least 50% of which previously appeared in **NIGHTMARE MAGAZINE**, and which includes works by more than three or more contributors.

(b) The Author shall receive a pro-rata share of 50% of the book or anthology's earnings, if any, beyond the initial advance, which includes income from all licensed editions, including hardcover, paperback, book club, audiobook, ebook, and foreign language editions of the book or anthology. Subsidiary rights money will be distributed within 30 days of receipt by the Publisher, so long as a minimum of \$10.00 is due to Author. No payments for subsidiary rights sales will be due until actually received by the Publisher.

(c) The Author shall receive one free copy of the first edition of the book or anthology.

5. The Author grants to the Publisher worldwide audio rights to the work, subject to the same terms as specified in clause 2 solely for use in **NIGHTMARE MAGAZINE'S** podcasting program, provided that those rights are exercised within six months of publication of the story in **NIGHTMARE MAGAZINE**. The Author also grants to the Publisher the additional, nonexclusive right to collect the audio edition of the work in the future in an audiobook compilation consisting of material at least 50% of which appeared in **NIGHTMARE MAGAZINE**, and which includes works by more than three or more contributors.
6. For the rights granted to the Publisher above in Clause 4 and Clause 5, should either or both be exercised, the Author will receive an additional payment in the dollar amount listed in Clause 2, each time, which will be paid no later than thirty (30) days after initial publication. ("Initial publication" being defined as the date on which the publication or release is made available for sale to the public.)
7. The Author grants the Publisher the option to feature the work, at the Publisher's discretion, as part of the "NIGHTMARE Presents" series at DreadCentral.com. Should the work be selected for NIGHTMARE Presents, it would also be published online at DreadCentral.com sometime during the same month that the issue of NIGHTMARE appears. This is a promotional consideration, and no additional monetary value is assigned to this clause.
8. The Author grants Publisher the right to use the Author's name, image, likeness, and biographical material for all advertising, promotion and other exploitation of the work. Upon request, the Author shall provide the Publisher with a photograph of the Author and appropriate biographical material for such use.
9. All rights not expressly granted by the Author reside exclusively with the Author, including, but not limited to, film, TV, and dramatic adaptations.
10. The Author warrants that he or she is the sole author of the work; that he or she is the owner of all the rights granted to the Publisher hereunder and has full power to enter into this agreement and to make the grants herein contained; that the work is original and any prior publication of the work in whole or in part has been fully disclosed to the Publisher; that the work does not violate the right of privacy of any person; that, to the Author's knowledge, it is not libelous or obscene and contains no matter which is libelous, in violation of any right of privacy, harmful to the user or any third party so as to subject the Publisher to liability or otherwise contrary to law; and that it does not infringe upon any copyright or upon any other proprietary or personal right of any person, firm or corporation.

11. The Author will indemnify the Publisher against any loss, injury, or damage finally sustained (including any legal costs or expenses and any compensation costs and disbursements paid by the Publisher) occasioned to the Publisher in connection with or in consequence or any breach of this warranty and which the Publisher is not able to recover under its insurance policies.
12. The Publisher will make no alterations to the work's text or title without the Author's written approval in e-mail or hardcopy. The Publisher reserves the right to make minor copy-editing changes to conform the style of the text to its customary form and usage.
13. If the Publisher fails to publish the work within 24 months of the date of this Agreement, all rights granted hereunder shall immediately revert to the Author. In such event, the Author shall retain any payments made under this Agreement prior to such reversion.
14. The Publisher agrees to list a proper copyright notice for the work in the name of the Author at the end of the web-published story and, if published in print, on an appropriate copyright page.
15. Regardless of its place of execution, this agreement shall be interpreted under the laws of the state of California.

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

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AUTHOR OR AUTHOR'S AGENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PUBLISHER

\_\_\_\_\_  
DATE