

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:

2. For the rights granted to the Publisher in this Agreement, the Author will receive a payment of the following sum, paid on acceptance:
3. (a) The Author grants the Publisher a six month period of online exclusivity to the work, starting on the date of this Agreement, ending six months following the date of publication in **Nightmare Magazine**. During this exclusivity period, the work may not appear elsewhere online. This clause pertains only to online (i.e., material freely available on the internet) publication; no ebook exclusivity is granted. Any previous online appearances that are still available online are exempted; this clause is only intended to prevent new online publications from appearing during the exclusivity period.

(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, 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 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.
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12. 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.
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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.

AUTHOR OR AUTHOR'S AGENT

DATE

PUBLISHER

DATE