



Agreement of Publication for Short Story in a Multi-Author Anthology

Memorandum of Agreement made between _____ (hereinafter called the Author) whose residence is:

and NAT 1 LLC with a virtual address of www.nat1publishing.com and a mailing address of 89 Union Street #1021, Auburn, ME 04210.

The parties agree as follows

1. **THE WORK**

This agreement pertains solely to the Author's textual work titled _____ which, upon the time of acceptance, contained _____ words, excluding title, author byline, and concluding sentence (i.e., "The End").

2. **LIMITATIONS**

a. Limitations on Scope of Grant

- This Agreement is not a transfer of the copyright to the Work.
- This Agreement does not permit NAT 1 LLC to publish the Work in any other Work apart from a single Nat 1 multi-author anthology unless explicitly granted by the Author.

b. All rights not expressly granted by the Author reside exclusively with the Author. Any rights that may be developed in the future shall reside with the Author.

3. **RIGHTS**

The rights granted under the terms of this paragraph shall be exclusive for six (6) months following the first publication of the multi-author anthology in which the Work is included. Copyright to cover art, illustrations, and audio recordings of the Work

remain with NAT 1 LLC. The Author may request permission to use these assets after the closure of this contract.

- **Print Rights.** The Author grants First World Serial Rights in the Work to NAT 1 LLC for inclusion in a Nat 1 multi-author anthology for publication in the English Language worldwide within twelve (12) months from acceptance.
- **Electronic Rights.** The Author grants First World Electronic Rights to NAT 1 LLC to include the Work in a Nat 1 multi-author anthology for publication in the English language worldwide within twelve (12) months from acceptance.
- **Audio Rights.** The Author grants First World Electronic Rights to NAT 1 LLC to include the Work in a Nat 1 multi-author anthology for publication in the English language worldwide within twelve (12) months from acceptance.

4. **EXCLUSIVITY**

The Author agrees not to publish or permit others to publish the Work in the English language (as determined by 3a, 3b, and 3c) prior to its initial publication in the multi-author anthology that it is included in throughout the exclusivity period granted to NAT 1 LLC thereafter without the prior written permission of NAT 1 LLC. If the Work is selected for a “best of the year” or an awards anthology, NAT 1 LLC agrees to waive this clause, provided the Author gives NAT 1 LLC prior written notice of the selection by such an anthology.

5. **PAYMENT**

For the rights granted to NAT 1 LLC in this Agreement, NAT 1 LLC shall pay the Author in the form of a digital copy of the anthology in which the Work appears. The document shall be emailed to the Author no later than sixty (60) days after publication. If payment is not received as required by this paragraph, all rights granted hereunder shall immediately revert to the Author.

6. **PUBLICATION**

If NAT 1 LLC fails to include the Work in a multi-author anthology within twelve (12) months, all rights granted hereunder shall immediately revert to the Author.

7. **AUTHOR IDENTITY AND BIOGRAPHY**

- a. In the multi-author anthology and the company website, the Author shall be identified by the name:

- b. The Author’s biography appearing at the end of the multi-author anthology be no longer than one-hundred (100) words and provided by the Author. This may include links to social media or Author websites.

- c. The Author may opt to provide an image of themselves to be illustrated by NAT 1 LLC to be included with their biography in the anthology and on the company website.
 - d. Arising under and terminating with the grant of rights to the Work in this Agreement, the Author grants NAT 1 LLC the right to use the Author's identity as listed in 7a, biographical material (7b), and likeness (7c) for advertising, promotion and other use of the Work.
8. **COPYRIGHT AND PLAGIARISM**
 - a. The Author warrants that, as of the date of executing this Agreement, they are the sole Author of the Work; they are the owner of all the rights granted to NAT 1 LLC hereunder and has full power to enter into this Agreement and 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 NAT 1 LLC and that to the best of the Author's knowledge, the Work does not infringe upon any copyright or upon any other proprietary or personal right of any person, firm, or corporation.
 - b. The Author will indemnify NAT 1 LLC against any loss, injury, or damage finally sustained (including any legal costs or expenses and any compensation costs and disbursements paid by NAT 1 LLC) incurred by NAT 1 LLC in connection with or in connection with or due to an intentional breach of 8a. Legal representation and the decision to settle will be made between the Author and NAT 1 LLC, and neither may proceed without the approval of the other, not to be unreasonably withheld.
9. **EDITING RIGHTS**
 - a. NAT 1 LLC will make no alterations to the Work's text or title without the Author's written approval. The Author will be provided with NAT 1 LLC's proposed version of the Work prior to publication and given sufficient time to review the text. NAT 1 LLC reserves the right to make minor copyediting changes to conform the style of the text to *the* multi-author anthology's standard form and usage.
 - b. If NAT 1 LLC insists on edits that the Author feels will be to the detriment of the Work, and all attempts at negotiation fail, the Author retains the right to withdraw the Work and terminate this Agreement with thirty (30) days written notice delivered to NAT 1 LLC. NAT 1 LLC maintains the right to recover costs expended exercises this right too close to the publication date (i.e., less than thirty days before publication). Any payment for the story already given to the Author will be returned.
 - c. The Author will be credited (as defined in 7a) on the table of contents page and at the beginning of the story as the Author's byline.
10. **LEGAL MATTERS PERTAINING TO PUBLISHING THE WORK**
 - a. NAT 1 LLC shall not make the Work available to any distributor, catalog, service, or computer program which alters the text of the Work or the display of the Work, beyond typographic or formatting changes that do not affect the meaning of the Work, or facilitate such changes—including but not limited to removing or changing

profanity—without written permission from the Author. Should the Work be so listed without the consent of the Author, NAT 1 LLC shall ensure its removal.

- b. The parties agree that any suit, action, or proceeding—whether claim or counterclaim—brought or instituted by either party relating to the subject matter of this Agreement shall be tried only by a court and not by a jury. The parties to this Agreement expressly waive any right to a trial by jury in any such action or proceeding.
- c. Should the Author be younger than eighteen (18) years of age, a legal parent or guardian must sign on their behalf.
- d. The Author and NAT 1 LLC agree to use care in the transmission of electric information. Neither NAT 1 LLC nor the Author will hold the other responsible for any virus or other harmful agent accidentally transmitted.
- e. **Venue.** The parties agree that any action to enforce this Agreement shall be brought in the appropriate state or federal court in the State of Maine. Such court shall have personal jurisdiction over each of the parties.
- f. **Successors and Assigns.** NAT 1 LLC may not assign or in any way transfer this contract or the rights granted by it to another person or entity without the written permission of the Author.
- g. **Amendment.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior writings or oral agreements. This Agreement may be amended only by a written agreement clearly setting forth the amendments and signed by both parties.
- h. **Void Provision.** If any term or condition of this Agreement is found by a court of competent jurisdiction to be illegal, unlawful, or otherwise unenforceable, the parties agree that such term or condition shall be reformed as nearly as may be possible to carry forth the intentions of the parties and that such illegality, unlawfulness, or unenforceability shall not act to void any other term or condition of this Agreement nor to void the Agreement as a whole.
- i. **The parties acknowledge that each party has read and understood this contract before execution.**

I consent to electronically sign this Agreement. A signed copy by NAT 1 LLC and the Author will be returned to you for your records. The signature of both parties at the date below thereby voids any previous contracts—written or oral—relating to the Work.

Author's Legal Name (printed): _____

Author's Primary Phone Number: _____

Author's Email Address: _____

Author's Website URL (if applicable): _____

Author's Signature: _____

Date: _____

Check if signee is a legal guardian of Author.

NAT 1 LLC Representative Signature: _____

NAT 1 LLC Representative Name (printed): _____

Date: _____