



Agreement of Publication for Work in a Gaslamp Pulp Volume

Memorandum of Agreement made between _____
(hereinafter called the Author), and Nat 1 Publishing, a literary nonprofit corporation (also referred to as the House) 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, and is hereinafter referred to as the Work.

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 Publishing to publish the Work in any other publication apart from a single Nat 1 multi-author anthology and/or on a company web platform (such as the House Website and Patreon) unless explicitly granted by the Author in writing.

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**

a. The rights granted under the terms of this paragraph shall be exclusive for two (2) 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 created by the House remains with Nat 1 Publishing. The Author may request permission to use these assets after the closure of this contract.

- **Print Rights.** The Author grants Nat 1 Publishing either First World Serial Rights or Republication Rights for the Work to be included in a Nat 1 multi-author anthology, so long as the first printing is within eighteen (18) months of signing this Agreement.
- **Electronic Rights.** The Author grants Nat 1 Publishing either First World Electronic Rights or Electronic Republication Rights for the Work to be

included in a Nat 1 multi-author anthology, so long as the first printing is within eighteen (18) months of signing this Agreement.

- **Audio Rights.** The Author grants Nat 1 Publishing either First World Audio Rights or Audio Republication Rights for the Work to be included in a Nat 1 multi-author anthology, so long as the first printing is within eighteen (18) months of signing this Agreement.
- b. The Author may request to cancel this Agreement up to fifteen (15) days before the anthology's stated release without penalty. If requested within fifteen (15) days of publication or anytime after, a \$50 fee will be charged. Note: If this Agreement is canceled within fifteen (15) days prior to the anthology's release date, the Work may still be included in the anthology and appear in copies released to preorder sales; however, it will be removed as soon as possible within the platforms' limitations.

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 Publishing, thereafter without the prior written permission of Nat 1 Publishing. If the Work is selected for a "best of the year" or an awards anthology, Nat 1 Publishing agrees to waive this clause, provided the Author gives Nat 1 Publishing prior written notice of the selection by such an anthology.

5. **PAYMENT**

For the rights granted to Nat 1 Publishing in this Agreement, Nat 1 Publishing 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.

6. **PUBLICATION**

- a. If Nat 1 Publishing fails to publish the Work as a digital copy within eighteen (18) months of signing this Agreement, all rights granted hereunder shall immediately revert to the Author.
- b. The House holds the right to cancel publication of the Work at any time for any reason, at which point this Agreement becomes null and void without penalty to the Author.
- c. Should Nat 1 Publishing wish to extend the publishing deadline, they must receive written permission from the Author.

7. **AUTHOR IDENTITY AND BIOGRAPHY**

- a. On the volume's cover, title page, About the Author section, and on the *Gaslamp Pulp* website, the Author shall be identified by the name:
- b. The Author's biography appearing at the end of the volume is to be 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 included with their biography at the end of the anthology.
- d. Arising under and terminating with the grant of rights to the Work in this Agreement, the Author grants Nat 1 Publishing 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 Publishing 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 Publishing 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 warrants that no part of the Work was *generated* by an AI application or software (IE, ChatGPT, Midjourney, Stable Diffusion).
- c. The Author will indemnify Nat 1 Publishing against any loss, injury, or damage finally sustained (including any legal costs or expenses and any compensation costs and disbursements paid by Nat 1 Publishing) incurred by Nat 1 Publishing 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 Publishing, and neither may proceed without the approval of the other, not to be unreasonably withheld.

9. **EDITING RIGHTS**

- a. Nat 1 Publishing reserves the right to make minor copyediting changes to conform the style of the text to the House's standard form and usage.
- b. Nat 1 Publishing will make no alterations to the Work's text or title that change the meaning of the text or story without the Author's written approval. The Author will be provided with Nat 1 Publishing's proposed version of the Work prior to publication and given sufficient time to review the text. If no confirmation or rejection of the edits is made after two months, the Author agrees that Nat 1 Publishing may make those changes.
- c. If Nat 1 Publishing 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 as defined in clause 3b.
- d. Nat 1 Publishing shall not make the Work available to any distributor, catalog, service, or computer program that 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 Author's consent, Nat 1 Publishing shall ensure its removal.

- e. 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.
- f. Should the Author be younger than eighteen (18) years of age, a legal parent or guardian must sign on their behalf.
- g. The Author and Nat 1 Publishing agree to use care in the transmission of electronic information. Neither Nat 1 Publishing nor the Author will hold the other responsible for any virus or other harmful agent accidentally transmitted.
- h. **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.
- i. **Successors and Assigns.** Nat 1 Publishing 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.
- j. **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 that clearly sets forth the amendments and is signed by both parties.
- k. **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.
- l. **The parties acknowledge that each party has read and understood this contract before execution.**

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

The Work: _____

Legal Name (printed): _____

Primary Phone Number: _____

Mailing Address: _____

City and Zipcode _____

Country: _____

Email Address: _____

Author's Signature: _____

Date: _____

☐ Check here only if the signee is a legal guardian or signing on behalf of the Author.

Nat 1 Publishing Representative Signature: _____

Nat 1 Publishing Representative Name (printed): _____

Date: _____