

Speculative City Contract

This contract is based off a model created by the Science Fiction & Fantasy Writers of America (SFWA). SFWA has not approved this contract in any way.

Memorandum of Agreement

This Agreement made between Speculative City, of 474 Lake Park Avenue, Oakland, California 94610, and its successors and assigns, hereinafter referred to as the PUBLISHER, and [author name], of [street address] [city, state, zip], hereinafter referred to as the AUTHOR.

The parties agree as follows:

1. (a) The Work. This Agreement pertains solely to the Author's textual work titled "[Story Title]."

1. (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.

2. Limitations On Scope Of Grant. The Author does not transfer any rights in the Work to the Publisher except as specifically set forth in this Agreement. This Agreement is not a transfer of the copyright to the Work. This Agreement does not permit the Publisher to publish the Work in any revisions of the Magazine in any medium unless explicitly granted by This Agreement.

3. (a) Print Rights: The Author grants first world serial print rights in the Work to the Publisher for inclusion in Speculative City (the "Magazine"), for publication in the English language on or before [the date by which first publication must occur].

The rights granted under the terms of this paragraph shall be exclusive for a period of one (1) year following the first date of publication under this paragraph and non-exclusive thereafter.

3. (b) Electronic Rights: The Author grants first world electronic print rights to the Publisher to include the Work in the Magazine, for publication in the English language on or before [the date by which first publication must occur.]

The rights granted under the terms of this paragraph shall be exclusive for a period of one (1) year following the first date of publication under this paragraph and non-exclusive thereafter.

For the avoidance of doubt, the rights granted to the Publisher under this paragraph are rights only to the publication or dissemination of an electronic replica of the Work as it is incorporated in the Magazine's website, speculativecity.com, e-book platforms, and not to any other publication, dissemination or use of the Work.

The grant of non-exclusive electronic rights to the Publisher is subject, however, to the following limitation: after five (5) years from the date of initial publication, Author may terminate the grant of non-exclusive electronic rights and ask the Publisher to remove the Work from the magazine's web site, archives, electronic back issues, bundles, or any other electronic format, and the Publisher agrees that it

will comply within 90 days of such request.

3. (c) Audio Rights: The Author grants to the Publisher worldwide non-exclusive audio rights to the Work, solely for use in Speculative City's podcasting program, provided that those rights are exercised within one (1) year of publication of the Work in Speculative City. The grant of rights to the Publisher in the previous sentence is subject, however, to the following limitation: after one (1) year from the date of initial publication, Author may terminate the grant of non-exclusive audio rights and ask the Publisher to remove the Work from the magazine's audio archives at speculativecity.com, and the Publisher agrees that it will comply within 90 days of such request. The Author also grants to the Publisher for a period of three (3) years the additional, non-exclusive right to collect the audio edition of the Work in the future in an audiobook containing the entire issue of the magazine containing the work.

The Author shall receive one free copy of every audio edition of the book or anthology.

3. (d) Anthology Rights: The Author grants to the Publisher for a period of three (3) years the non-exclusive, worldwide English-language right to republish the Work or cause the Work to be republished in any book or anthology consisting of material 80% of which previously appeared in *Speculative City*, and which includes works by five (5) or more contributors.

The Author shall receive one free copy of every edition of the book or anthology.

4. The Author agrees not to publish or permit others to publish the Work in the English language prior to its initial publication in the Magazine and throughout the exclusivity period granted to the Publisher thereafter without the prior written permission of the Publisher. If the Work is selected for a "best of the year" or an awards anthology, the Publisher agrees to waive this clause, provided the Author gives the Publisher prior written notice of the selection by such an anthology.

5. For the rights granted to the Publisher in this Agreement, the Author will receive a payment by check in the sum of [applicable payment amount], which will be paid within 90 days of publication of Author's work [work title]. If payment is not received as required by this paragraph, all rights granted hereunder shall immediately revert to the Author.

6. If the Publisher fails to publish the Work by [90 days of date by which first publication must be made], 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.

7. Arising under and terminating with the grant of rights to the Work in this Agreement, 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. The Publisher shall use only the Author's name, image, likeness and biographical material provided and approved by the Author.

8. The Author warrants that, as of the date of executing this agreement, they are the sole author of the Work; that they are the owner of all the rights granted to the Publisher hereunder and have 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 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.

9. 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 of an intentional breach of one or more the foregoing warranties, for which the Publisher has no coverage under its insurance policies. The Publisher will add the Author to any insurance policy it may have which would insure against such loss, injury, or damage unless doing so is impractical. Legal representation and the decision to settle will be made in consultation between the Author and Publisher, and neither may proceed without the approval of the other, not to be unreasonably withheld.

10. The Publisher will make no alterations to the Work's text or title without the Author's written approval in e-mail or hardcopy. Author will be provided with the Publisher's proposed version of the work prior to publication and given sufficient time to review text. The Publisher reserves the right to make minor copyediting changes to conform the style of the text to its customary form and usage.

11. 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.

12. The Author will be credited on the table of contents page and at the beginning of the story as [author's byline].

13. The Publisher, to the best of its ability, shall not make the Work available to any distributor, catalogue, 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 of the Author. Should the Work be so listed without the permission of the Author, the Publisher shall ensure its removal.

14. Regardless of its place of execution, this agreement shall be interpreted under the laws of the State of California.

15. 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.

16. 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 California, and that such court shall have personal jurisdiction over each of the parties.

17. SUCCESSORS AND ASSIGNS. PUBLISHER 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 AUTHOR.

18. 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.

19. 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.

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

In witness whereof the parties have executed this contract in duplication originals on this

_____ day of _____, 20__

Author

Date

SPECULATIVE CITY, Publisher

Date

Please sign and return all copies. One copy signed by all parties will be returned for your files.