

TANSTAAFL Press Publishing Contract

This is an agreement between TANSTAAFL Press (“Publisher”) doing business at 1201 E Yelm Ave, Suite 400-199, WA 98597, and <author> (“Author”) living at <address>.

The parties to this Agreement wish to publish the Author’s short story <story> (“the Story”) in an anthology with the working title “Enter the Apocalypse” (“the Book”). The two parties agree as follows:

1. Author shall deliver to Publisher an original work of fiction which is the Story.
 - 1.1. The Author represents that he is the sole proprietor of the Story and that the Story to the best of his knowledge does not contain any libelous matter and does not violate the civil rights of any person or persons, does not infringe any existing copyright and has not heretofore been published in story form.
 - 1.2. The Author shall hold harmless and indemnify the publisher from any recovery finally sustained by reason of any violations of copyright or other property of personal right that the Story provokes; provided, however, that the Publisher shall with all reasonable promptness notify the Author of any claim or suit which may involve the warranties of the Author hereunder; and the Author agrees fully to cooperate in the defense thereof.
 - 1.2.1. The warranties contained in this article do not extend to any material not furnished by the Author.
 - 1.3. All rights to the Story not expressly granted to Publisher herein will remain, always, with the Author. As an incomplete list the Author can sell foreign language story rights, television rights, film rights, billboard rights, board game rights, plush toy and key chain rights—all without the approval of the Publisher.
 - 1.3.1. Author must notify the Publisher of sales of any other rights of the Story in writing within thirty (30) days of execution of sale if within the first two years of the Book’s publication.
 - 1.4. The Author will provide the Story to the Publisher in a recent format of Word or as a computer text file.
2. Author grants to the publisher the following rights in publishing the Story:
 - 2.1. Author grants to Publisher the first publication rights to print, publish, distribute, sell and license the rights to any and all editions and/or formats of the Story, in whole or in part, in the English language throughout the world.
 - 2.2. Author grants to Publisher the first publication rights to publish, distribute, sell and license the rights to any and all electronic versions of the Story in the English language throughout the world. Electronic versions shall be defined as online and digital reproductions and displays of the verbatim text and illustrations of the Story. This also includes excerpts, for promotional purposes only. This grant of rights shall in no event be deemed to be a grant of audio-recording rights, which are reserved to the Author.
 - 2.3. All of these rights are exclusive for one year from date of publication of the Book.

- 2.4. Author grants the rights to the Publisher to set or alter the price of any format of the Story.
- 2.5. Author grants the rights to the Publisher to choose methods of distribution and sale of all formats of the Story.
3. Requirements by the Publisher:
 - 3.1. Publisher will make no changes or alterations to the text of the material furnished by the Author for the Story in any way without the Author's consent.
 - 3.2. The publisher will have approval over the design, format and style of the Story, including text, graphic material, cover art and dust jacket art. In all matters of design, format and style, Publisher will present graphic materials to the Author, who will have input to the design of such materials.
 - 3.3. The publisher is required to keep at least one format of the story, excepting electronic, in print and available for sale at all times or reprint within six months of the last available copy.
 - 3.3.1. If at any time all formats, except electronic, are out of print and the Publisher fails to reprint within six months, all rights granted herein shall revert to the Author. The existence of an electronic or print-on-demand edition shall not mean the Story is in print.
 - 3.4. Upon initial publication, Publisher shall send two (2) copies to Author at no charge.
 - 3.4.1. All additional copies Author desires shall be purchased at sixty percent (75%) of the cover price from the publisher plus actual shipping costs.
 - 3.4.1.1. Author is not prohibited from selling these copies at any price at or above the price paid in 3.4 and 3.4.1 respectively.
4. Monetary Transactions
 - 4.1. The Author will be paid a one-time flat fee of \$<td based on word count>
 - 4.2. The Author will be entitled to no royalties.
5. Miscellaneous Provisions
 - 5.1. This agreement is subject to the laws of the State of Washington.
 - 5.2. If there is a disagreement between the two parties arising out of this agreement, it will be resolved in good faith through an arbitrator in Olympia, WA to be selected by both parties. The arbitrator's decision may be entered in any court having jurisdiction.
 - 5.2.1. No arbitration can be commenced and neither Author nor Publisher can be found to be in breach of this Agreement unless they have been given written notice identifying the breach and a thirty-day opportunity to cure it.
 - 5.3. Should the Publisher default in complying with the terms of this Agreement and does not rectify such default within the thirty (30) days noted in 6.2.1, all rights shall revert to the Author.

5.4. Should the Author default in complying with the terms of Agreement and does not rectify such default within the thirty (30) days noted in 6.2.1, the Publisher will have the right to cancel this contract and all provisions here-in.

6. Transferability

6.1. This Agreement may be assigned by Publisher as part of the sale or transfer of all or substantially all of Publisher's business or is part of a merger or consolidation of Publisher with another company. This agreement may also be assigned by Publisher to any subsidiary or affiliate or any company or entity under controlled by it. The performance of the terms of this Agreement is personal to Author and may not be assigned. Otherwise, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors, legal representatives, and assigns.

7. Term and Termination

7.1. All rights and requirements within this document are in effect for ten years.

7.2. On the first day of the first calendar quarter after the terms of 7.1 have been met, the rights and requirements of this document will have an automatic yearly renewal unless one party provides written notice and such written notice is provided at least thirty (30) days prior to the yearly anniversary to the other party.

7.3. In the event of the death of Thomas Gondolfi (the "Critical Person"), or in the event the Critical Person becomes disabled or unable to perform his/her customary duties within this contract, the Author shall have the option of terminating this contract upon thirty (30) days' written notice to the Publisher. The effective date of such termination shall be the thirtieth (30th) day following delivery of such written notice.

7.4. In case of termination of this contract for any reason, the Publisher will be given ninety (90) days beyond the termination date or the next anniversary date, whichever is longer, to liquidate any remaining stock of the Story.

7.4.1. Upon notification of termination, no further reprints of the Story may be made.

7.4.2. After the time specified in 8.4, all remaining stock of the Story must be destroyed.

8. Binding Agreement

8.1.1. This Agreement executed by the Parties sets forth the entire agreement between the Parties in connection with the subject matter hereof and it incorporates, replaces, and supersedes all prior agreements, promises, proposals, representations, understandings and negotiations, written or not, between the Author and the Publisher. The making, execution, and delivery of this Agreement have been induced by no representations, statements, warranties or agreements other than those expressed herein. This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of Licensor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written by their duly authorized representative.

Tom Gondolfi, Owner TANSTAAFL Press

<author>, Author

BY: _____

BY: _____

NAME: _____

NAME: _____

DATE: _____

DATE: _____