

Apex Magazine Nonfiction Contract (<author name>)
Apex Publications

AGREEMENT is made this day <date> between Apex Publications, LLC PO Box 24323, Lexington, KY 40524 (Hereinafter known as **the Publisher**) and <author> (Hereinafter known as **the Author**).

Whereby it is mutually agreed between the parties hereto as follows:

1. The Author hereby grants the Publisher permission to include his or her work “<work title>” (Hereinafter known as the Work) in *Apex Magazine* in the English language in all countries throughout the world.
2. The Author hereby grants the Publisher the right to nonexclusively archive the work online as long as the Publisher maintains the *Apex Magazine* website.
3. The Author agrees not to publish or permit others to publish the Work in any form prior to its publication in *Apex Magazine* for a period of six months after the Work’s publication in *Apex Magazine* without the prior written permission of the Publisher.
4. In consideration the Publisher shall pay the Author \$XX.XX. Payment options are limited to checks and PayPal. Any bank fees or wire transfer charges will be deducted from the author’s payment.
5. The Publisher agrees to present to the Author one free copy of the issue of *Apex Magazine* containing the Work in the formats of ePub, mobi, and PDF.
6. The Author grants the 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 with appropriate biographical material for such use.
7. This Agreement is contingent upon the Publisher receiving the full typescript of the Work and accepting its contents, and both the Publisher and the Author have received countersigned copies of this agreement.
8. All rights not expressly granted by the Author reside exclusively with the Author.
9. In the event that the Publisher shall be adjudicated bankrupt, or a receiver or trustee shall be appointed for all or substantially of the Publisher’s assets, or if the Publisher shall seek to take advantage of any insolvency law, this Agreement shall immediately terminate and all rights hereby granted to the Publisher shall revert automatically to the Author.
10. The Publisher will make no alterations to the Work’s text or title without the Author’s written approval. The Publisher reserves the right to make minor copyediting changes to conform the style of the text to the Publisher’s customary form and usage.
11. 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

Apex Magazine Nonfiction Contract (<author name>)

Apex Publications

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.

12. In the event the Work is not published in any format within two years of the Author's signature date of this agreement as a result of the Publisher's actions, decisions, or omissions, a kill fee in the amount of 30% of the payment for rights defined in sections 1, 2, and 3 of this Agreement will be paid to the Author (the "kill fee") unless the Author has already received payment equal to the amount defined in section 4 of this Agreement. In the event the Work is not published through no fault of the Publisher, then the kill fee shall not be due. In the event that the kill fee is owed, this Agreement shall terminate upon payment of the kill fee, and the grant of rights in and to the Work shall terminate.
13. The Author's byline will be printed as "<author byline>" in all editions of the Work.
14. The Author agrees to notify the Publisher in the event of change of address.
15. This Agreement shall be governed by and construed in accordance with the laws (other than the conflict of law rules) of the Commonwealth of Kentucky. In the event of any dispute arising between the parties under this Agreement, venue for such dispute shall be within the federal or state courts located in Lexington, KY.
16. The parties acknowledge that each has read and understood this contract before execution.