

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

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

1. The Author hereby grant the Publisher permission to include his or her poem “<work title” (Hereinafter known as **the Work**) on the *Apex Magazine* website found at [www.apex-magazine.com](http://www.apex-magazine.com) and/or in an electronic edition of *Apex Magazine* available for download from a distributor’s website for a period of at least twenty-four months from publication. After twenty-four months, the Author may request to withdraw all rights from the Publisher.
2. In consideration the Publisher shall pay the Author <\$xx.xx> within thirty days of publication of the Work. Payment options are limited to checks and PayPal. Any bank fees or wire transfer charges will be deducted from the author’s payment.
3. The Author warrants to the best of their knowledge that they have full power to make this agreement; that all rights conveyed to the Publisher are free of encumbrances, and that each work does not violate any copyright or any other right and contains nothing libelous or otherwise unlawful.
4. 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.
5. A kill fee of 30% of payment warranted in clause 2 will be paid if no edition of the Work is published within one year of the Author’s signature date of this contract. After the one year period, both the Publisher and the Author have the authority to invoke the kill fee clause and the Publisher gives up all rights to the Work.
6. The Author’s byline will be printed as “<author name>” in all editions of the Work.