

AUTHOR AGREEMENT

This AUTHOR AGREEMENT (the “Agreement”) is made this <date> (the “Effective Date”) between Apex Publications, LLC PO Box 24323, Lexington, KY 40524 (the “**Publisher**”), and <author name> (the “**Author**”) concerning the work titled “<poem title>” (the “**Work**”) to be published in *Apex Magazine*.

NOW THEREFORE, for the consideration and mutual covenants and agreements herein, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. **Grant of Rights**

- a. **The Author** hereby grants **the Publisher** permission to include **the Work** in *Apex Magazine*, for publication in the English language in all countries throughout the world.
 - b. **The Author** hereby grants **the Publisher** the right to nonexclusively archive **the Work** online as long as **the Publisher** maintains the *Apex Magazine* website.
 - c. **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 publication *Apex Magazine* without the prior written permission of **the Publisher**. If **the Work** is selected for a “best of the year” anthology, **the Publisher** agrees to waive this clause, provided **the Author** gives **the Publisher** prior written notice of the selection by such an anthology.
 - d. **The Author** hereby grants **the Publisher** worldwide audio rights to **the Work** solely for use in *Apex Magazine*’s podcasting program, provided that those rights are exercised within six months of publication of the poem in *Apex Magazine*. **The Author** also grants to **the Publisher** the additional, non-exclusive rights to collect the audio edition of **the Work** in the future in an audiobook compilation consisting of material at least 50% of which appeared in *Apex Magazine*, and which includes works by more than three or more contributors.
 - e. **The Author** hereby grants **the Publisher** non-exclusive worldwide English Anthology rights to republish **the Work** or cause **the Work** to be republished in any book or anthology consisting of material at least 50% of which previously appeared in *Apex Magazine*, and which includes works by more than three or more contributors.
2. **Rights Fee.** **The Author** shall be paid \$XXX.XX for rights granted in Sections 1a, 1b, and 1c of this Agreement to be paid within 30 days of initial publication. Should the rights granted in section 1d be exercised, the Author will receive a payment in the sum of \$5.00 to be paid within 30 days after initial publication. Should the rights granted in section 1e be exercised, the Author will receive a pro-rata share of 10% of the book or anthology’s net earnings payable on January 1st and July 1st of each calendar year provided a minimum of \$10.00 is due the author. Payment options are limited to checks

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and PayPal. Any bank fees or wire transfer charges will be deducted from the author's payment.

3. **Agreement Contingent.** 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.
4. **Editing.** **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 its customary form and usage.
5. **Publicity.** **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** and appropriate biographical material for such use.
6. **Free Print Copy of the Work.** **The Publisher** agrees to present to **the Author** one free copy of each physical edition produced of **the Work**.
7. **Free Digital Copies of the Work.** **The Publisher** agrees to present to **the Author** one free copy of the eBook edition of any digital version of **the Work** in the following digital formats: PDF, mobi, and ePub.
8. **Rights Statement.** All rights not expressly granted by **the Author** reside exclusively with **the Author**.
9. **Representations and Warranties of Author.** **The Author** hereby represents and warrants to the best of their knowledge that (i) they are the owner in fee simple of all rights, title, and interest in and to **the Work**; (ii) they have the full legal authority to make this agreement; (iii) that all rights conveyed to **the Publisher** are free of encumbrances, (iv) that **the Work** does not infringe upon the copyrights or any other right of any third party; and (v) **the Work** includes no defamatory, libelous, or otherwise unlawful subject matter.
10. **Indemnification and Hold Harmless.** 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.

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11. **Kill Fee.** In the event **the Work** is not published in any format within two years of 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 1a, 1b, and 1c 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 2 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.
12. **Byline & Copyright Notice.** **The Author's** byline will be printed as "<author name>" in all editions of **the Work**. The Author will be credited on the table of contents page and at the beginning of the poem as "<author byline>".
13. **Reversion of Rights.** In the event that **the Publisher** shall be adjudicated bankrupt, or a receiver or trustee shall be appointed for all or substantially the entire 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**.
14. **Additional Information.** **The Author** agrees to provide current contact information (physical address, telephone number, and email) to **the Publisher**.
15. **Governing Law; Choice of Venue.** 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, Kentucky. All rights not specifically granted herein are reserved by the Author.

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