

Vestal Review

Contract

This contract is made between *Vestal Review*, whose address is 2609 Dartmouth Drive, Vestal NY 13850, USA, hereafter referred to as the Publisher, and

whose address (es) is/are

hereafter referred to as the Author.

The parties agree as follows:

Author's Grant

1. The Author grants permission to include his/her/their story/article titled " _____," a work of approximately _____ words, hereafter referred to as the Work, in Vestal Review.

Rights Purchased:

2. The use of the Work by the Publisher entails the assignment of First North American Serial and Electronic Rights, for publication in the English language anywhere in North America. It is also understood and agreed that the Publisher may use this Work only in the above-mentioned magazine (and in the Anthology) and that all rights not specifically granted herein reside exclusively with the Author. The Publisher reserves the right to maintain back issues of the magazine including the Work. The publisher also reserves the right to e-mail or print copies of the magazine to foreign locations for the purpose of fulfilling individual orders or subscriptions. The publisher reserves Anthology rights and will offer additional payment should this Work be included in the Anthology. The Author agrees that at such time as the Work is included in any book, whether or not it be entirely composed of the Author's own work, Vestal Review will be given credit as the first publisher and the Work will be cited with its full title(s) as it appears in Vestal Review. The Author agrees that if the Work is used as the basis of a book, a motion picture, a videotape, a television or radio presentation, or any future digital media, credit will be given to Vestal Review as the first publisher of the Work.

Payments and Royalties

3. For the rights granted above in 2, the Author will receive a payment in the sum of US\$ _____, which will be paid within thirty days of publication of the Work. In

addition, the Publisher will provide the Author with 1 (one) free copy of the issue containing the Work.

Author's Warranties and Indemnities

4. The Author represents and warrants that he/she/they is/are the sole author(s) of the Work, that the Work is original and unpublished, and that no one has reserved the rights granted in this agreement. The author also represents, to the best of his/her/their knowledge, that the Work does not contain any libelous material. Author agrees to indemnify Vestal Review against any and all claims, demands, liabilities or damages (including reasonable attorney's fees) sustained or suffered by Vestal Review editors and/or publishers by reason of any violation of proprietary right or copyright in and to the Work or because of any libelous or unlawful matter contained in the Work.

No competing Publication

5. In the case of a First North American Serial and Electronic Rights purchase, the Author agrees not to publish or permit others to publish this Work in any form prior to its publication and appearance in the above named magazine and for the first 120 days after its appearance.

Changes in Text or Title

6. The Publisher will make no major alterations to the Work's text or title without the Author's written approval. The Publisher reserves the right to make minor copy-editing changes.

Copyright

7. The Publisher agrees to list a proper copyright notice for the work in the name of the Author on the last page of the published story.

Authors Credits

8. The Author will be credited on the table of contents and at the beginning of the story as:

(author's byline)

Venue

11. This agreement shall be deemed executed under the laws of the state of New York. New York State Law shall be the applicable law of this agreement. The parties acknowledge that each party has read and understood this contract.

Publisher: Mark Budman _____ Date:

Author: _____ Date:
