

Contract for Publication of Fiction

Parties to the contract

1. This contract is between Metaphorosis Publishing, c/o B. Morris Allen, 2350 NW Savier St, Portland, OR 97210, USA, (hereafter Publisher); and [Author, address] (hereafter Author), executed on [date], for the publication of Author's short story "[story]" (hereafter Story) in Metaphorosis Magazine and related publications.

Author's warranty

2. Author warrants that:
 - a) Story is a wholly original, unpublished work of fiction and does not infringe the copyright of any person or entity.
 - b) Author is the sole author of Story.
 - c) Author has not assigned or licensed any rights in Story to any other party or entity, and that publication of Story by Publisher will not violate any contractual or copyright obligations or limitations.
 - d) Author has the full power to convey the rights contained within this contract.

Grant of rights

3. Author grants to Publisher the following worldwide English publication rights in Story:
 - a) Exclusive print and electronic text rights for a period of six months from the date of this contract.
 - b) Non-exclusive electronic text rights on the website of Metaphorosis magazine for so long as the website is maintained.
 - c) Non-exclusive print and electronic text rights to include Story in:
 1. monthly and quarterly issues of Metaphorosis.
 2. a reprint anthology of stories selected from one calendar year of stories from Metaphorosis magazine, and published during the following calendar year; and
 3. an anthology of all stories published in Metaphorosis in a particular calendar year.
 - d) Non-exclusive audio rights.
4. Author additionally grants to Publisher the right to use for promotional purposes Author's name or pen-name, biographical material, and responses to interview questions.

5. All rights not explicitly granted in this contract remain with Author.

Payment and publication

6. Publisher agrees to pay Author the amount of USD [payment] (hereafter Payment) for use of Story and related materials in accordance with paragraphs 3 and 4. All payments will be made in US dollars, via PayPal, within 30 days from the date of this contract. If the payment cannot be completed during that period for any reason, the contract is void.
7. Publisher may, at its own discretion, choose when to publish Story on the Metaphorosis magazine website, and may choose not to publish the story. If the story is not published within one year from the date of this contract, all rights revert to Author, and Author may retain all payments received from Publisher. Publisher shall have no other liability for non-publication.
8. Publisher will credit Author for creation of the story through bylines, post titles, links, tags, and tables of contents, as appropriate.
9. **Jurisdiction.** This contract shall be governed by the laws of the State of Oregon, United States of America. Publisher and Author agree that jurisdiction shall lie with the courts of the state of Oregon, county of Multnomah, unless the parties shall mutually agree otherwise.
10. **Damages.** Publisher and Author agree that any damages to Author shall not exceed the value of Payment.
11. **Severability.** If any clause of this contract is found unenforceable, each and every other clause shall be given effect to the fullest extent permitted by law.
12. **Sole agreement.** This contract constitutes the entire agreement between Author and Publisher regarding Story, and supersedes all prior written or oral communications and agreements regarding Story.

For Publisher:
B. Morris Allen

Signature:  _____

Author:
[Author]

Signature: _____