

Contract for Publication of Art

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 [Artist, address] (hereafter Artist), executed on [date], for the publication of Artist's illustration [illustration name] (hereafter Illustration) in Metaphorosis Magazine and related publications.

Artist's warranty

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 - a) Illustration is a wholly original, unpublished work of art and does not infringe the copyright of any person or entity.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

Grant of rights

3. Artist grants to Publisher the following worldwide publication rights in Illustration:
 - a) Non-exclusive electronic rights on the website of Metaphorosis Magazine for so long as the website is maintained.
 - b) Non-exclusive electronic and print rights to use Illustration as the cover of e-book anthologies of monthly and quarterly issues of stories from Metaphorosis Magazine.
 - c) Non-exclusive electronic and print rights to use Illustration as the cover of a reprint anthology of stories selected from one calendar year of stories from Metaphorosis Magazine, and published during the following calendar year.
 - d) Non-exclusive electronic and print rights to include Illustration in promotional materials – e.g., limited edition electronic and print volumes provided to financial backers.
4. Artist additionally grants to Publisher the right to use for promotional purposes Artist's name or pen-name, biographical material, and responses to interview questions provided by Artist.
5. All rights not explicitly granted in this contract remain with Artist.

Payment and publication

6. Publisher agrees to pay Artist the amount of **USD 50** (hereafter Payment) for use of Illustration 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 Illustration on the Metaphorosis Magazine website, and may choose not to publish the Illustration. If the Illustration is not published within one year from the date of this contract, all rights revert to Artist, and Artist may retain all payments received from Publisher. Publisher shall have no other liability for non-publication.
8. **Jurisdiction.** This contract shall be governed by the laws of the State of Oregon, United States of America. Publisher and Artist agree that jurisdiction shall lie with the courts of the state of Oregon, county of Multnomah, unless the parties shall mutually agree otherwise.
9. **Damages.** Publisher and Artist agree that any damages to Artist shall not exceed the value of Payment.
10. **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.
11. **Sole agreement.** This contract constitutes the entire agreement between Artist and Publisher regarding Illustration, and supersedes all prior written or oral communications and agreements regarding Illustration.

For Publisher:
B. Morris Allen

Artist:
[Artist]

Signature:  _____

Signature: _____