

SPACE FANTASY MAGAZINE CONTRACT

This contract is made between the following parties:

AUTHOR: [your name]

EDITOR: Taylor Kowalski

1. The Author grants permission for the Editor to include the Author's story [Story Title] of [word count] words (hereinafter referred to as the WORK) in Space Fantasy Magazine, for publication in the English language in all countries throughout the world.
2. (a) Limitations On Scope Of Grant.
 - (i) This Agreement is not a transfer of the copyright to the Work.
 - (ii) This Agreement does not permit the Editor to publish the Work in any revisions of Space Fantasy Magazine in any medium unless explicitly granted by This Agreement.
2. (b) All rights not expressly granted by the Author reside exclusively with the Author. Any rights that may be developed in the future shall reside with the Author.
3. (a) Electronic Rights: The Author grants first world electronic rights to the Editor to include the Work in Space Fantasy Magazine, for publication in the English language on or before June 30, 2022.

The rights granted under the terms of this paragraph shall be exclusive for a period of six (6) months following the first date of publication under this paragraph and non-exclusive thereafter. If the Work is selected for a "best of the year" or an awards anthology, the Editor agrees to waive this clause, provided the Author gives the Editor prior written notice of the selection by such an anthology.

(b) The Author further grants the Publisher the right to nonexclusively archive the Work online as long as the Editor maintains the Space Fantasy Magazine website.

4 (a) For the rights granted to the Editor in this Agreement, the Editor shall pay the Author the sum of [payment amount], no later than 30 days after receipt by the Editor of this agreement executed by the Author. If payment is not received as required by this paragraph, all rights granted hereunder shall immediately revert to the Author.

4 (b) Payment shall be made via PayPal to the Author. Author's PayPal: [insert]

5 (a) If the Editor fails to publish the Work by July 30, 2022, all rights granted hereunder shall immediately revert to the Author. In such event, the Author shall retain any payments made under this Agreement prior to such reversion.

6. Arising under and terminating with the grant of rights to the Work in this Agreement, the Author grants Editor the right to use the Author's name, image, likeness, and biographical material for all advertising, promotion and other use of the Work. Upon request, the Author shall provide the Editor with a photograph of the Author and appropriate biographical material for such use. The Editor shall use only the Author's name, image, likeness and biographical material provided and approved by the Author.
7. The Author warrants that, as of the date of executing this agreement, he or she is the sole author of the Work; that he or she is the owner of all the rights granted to the Editor hereunder and has full power to enter into this agreement and to make the grants herein contained; that the Work is original and any prior publication of the Work in whole or in part has been fully disclosed to the Editor and that to the best of the Author's knowledge the Work does not infringe upon any copyright or upon any other proprietary or personal right of any person, firm or corporation.
8. The Editor will make no alterations to the Work's text or title without the Author's written approval. Author will be provided with the Editor's proposed version of the work prior to publication and given sufficient time to review text. The Editor reserves the right to make minor copyediting changes to conform the style of the text to its customary form and usage.
9. The Editor agrees to list a proper copyright notice for the Work in the name of the Author at the end of the Web-published story and, if published in print, on an appropriate copyright page.
10. The Author will be credited on the table of contents page and at the beginning of the story as [author's
byline]
11. SUCCESSORS AND ASSIGNS. EDITOR may not assign or in any way transfer this contract or the rights granted by it to another person or entity without the written permission of AUTHOR.
12. AMENDMENT. This Agreement constitutes the entire Agreement between the parties, and supersedes all prior writings or oral agreements. This Agreement may be amended, only by a written agreement clearly setting forth the amendments and signed by both parties.
13. VOID PROVISION. If any term or condition of this Agreement is found by a court of competent jurisdiction to be illegal, unlawful or otherwise unenforceable, the parties agree that such term or condition shall be reformed as nearly as may be possible to carry forth the intentions of the parties and that such illegality, unlawfulness or unenforceability shall not act to void any other term or condition of this Agreement nor to void the Agreement as a whole.

Appendix A: Anthology Rights.

(a) The Author grants to the Editor for a period of three (3) years the nonexclusive, worldwide English-language right to republish the Work or cause the Work to be republished in any book or anthology consisting of material 80% of which previously appeared in Space Fantasy Magazine and which includes works by five (5) or more contributors.

(b) The Author shall receive a pro-rata share based on page count of 50% of the book or anthology's gross

earnings, which includes any advances against royalties, income from all licensed editions, including paperback and ebook editions of the book or anthology. Subsidiary rights money will be distributed within 30 days of receipt by the Editor, so long as a minimum of \$5.00 is due to Author. No payments for subsidiary rights sales will be due until actually received by the Editor. The pro rata share shall be determined by dividing the total page count of the book or anthology by the page count of the Work.

(c) The Author shall receive one free copy of every edition of the book or anthology.

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

[Name], Author

Date

Taylor Kowalski, Editor

Date

Please sign and return. One copy signed by both parties will be returned for your files.