



BOOKS FOR GIRLS, BOYS, AND ROBOTS OF ALL AGES

Anthology Contract
Young Explorer's Adventure Guide, Volume 6

Effective as of **DATE** ("Effective Date").

This Anthology Contract (the "Contract") is made as of the Effective Date by and between Weaver and Weaver, LLC, dba Dreaming Robot Press (the "Anthologist"), 1214 San Francisco Ave., Las Vegas, New Mexico, 87701 (the "Anthologist"), and **AUTHOR** (the "Author"), **ADDRESS**, concerning the grant of rights in the Author's story titled "TITLE" (the "Work"), an original work of authorship by Author approximately **WORDCOUNT** words in length, for publication in an anthology tentatively titled **The Young Explorer's Adventure Guide, Volume 6** (the "Anthology") by and/or under the authority of the Anthologist, all on the terms and conditions set forth below.

1. AUTHOR'S GRANT OF RIGHTS.

The Author hereby assigns to the Anthologist First Rights to print and/or otherwise reproduce, publish, distribute, lease and sell the Work as part of the above-mentioned Anthology and reprints thereof, and/or the right to license others to do so, in any and all form of print, audio and electronic publishing now known or hereafter devised, in any and all languages, and throughout the world. By way of example only, the rights in the Work assigned to the Anthologist include but are not limited to hardcover, softcover, large-print, and print-on-demand editions; any form of electronic and/or audio publishing; and Braille.

1.1 The rights assigned to the Anthologist are exclusive for initial publication of the Work such that the Author will not authorize the publication of the Work in any form until the Work has first been published in the Anthology, except as otherwise provided in Section 5 below.

1.2 The rights assigned to the Anthologist shall be non-exclusive in print formats starting one (1) year after first publication of the Work in a print edition of the Anthology, and shall be non-exclusive in electronic formats starting one (1) year after first publication of the Work in an electronic edition of the Anthology, except as otherwise provided in Section 5 below.

1.3 It is agreed and understood that the Anthologist may use this Work only in the above-mentioned Anthology and reprints thereof, with the exception of the following: in addition to the First Rights granted above, the Author also hereby grants the Anthologist the non-exclusive right to include the Work in subsequent editions of the Anthology, and any "best of" or omnibus Anthologies that the Anthologist may thereafter publish or license others to publish, in the same formats and languages noted above.

1.4 The Author also hereby grants the Anthologist the non-exclusive right to use the name, image, and biographical data of the Author in connection with any and all authorized uses of the Work, including the advertising, publicity and promotion of the Anthology, and to license others to do so.

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1.5 If the Anthologist does not exercise its First Audio Rights within a period of one year following the initial publication date of the Anthology, such rights shall revert to the Author. The Author agrees that the Anthologist shall retain a non-exclusive right to include the Work in an audio edition of the Anthology after such reversion.

1.6 All rights in the Work not expressly assigned or otherwise granted to the Anthologist are reserved to the Author, subject to the exclusivity provisions set forth above.

2. PAYMENTS AND ROYALTIES.

In full and final satisfaction of its monetary obligations to the Author under this Contract, the Anthologist will pay the Author a one-time, all-inclusive fee equal to \$.06 per word based on the length of the Work as submitted to the Anthologist, payable upon acceptance of the Work in its final edited form.

3. CHANGES IN TEXT.

3.1 The Anthologist will furnish the Author with an electronic page proof of the Work prior to publication. The Author agrees to return such proof with corrections in not more than seven (7) days from receipt, and the proof shall be deemed to be approved if not returned with corrections within the time allowed.

3.2 The Anthologist shall have the right to edit the Work for publication, so long as the editing changes do not materially alter the meaning of the Work. Any such changes shall be included in the electronic page proof. The Author shall have the right to review and approve any such changes, but the Author agrees that such approval shall not be unreasonably withheld, delayed and/or conditioned.

4. COPYRIGHT.

The Anthologist agrees to include a copyright notice for the Work in the name of the Author in the front matter of all copies of the Anthology in which the Work appears. The Author acknowledges and agrees that the compilation copyright in the Anthology is reserved to the Anthologist.

5. NO COMPETING PUBLICATION.

Notwithstanding the terms and conditions of Section 1 above, if the Work is submitted by the Author as an unpublished story to a third-party short story competition, and is thereafter selected for publication of a "best of the year" or other awards anthology, the Anthologist agrees to waive its right of exclusivity and consent to publication of the Work, provided the Author gives the Anthologist prior written notice of both the submission and the selection the Work for any such award, and provided that an acknowledgement that the Work has been or will be published in the Anthology is included in the third-party anthology.

6. AUTHOR'S COPIES.

The Anthologist agrees to provide the Author with two complimentary copies of the first print edition of the Anthology, and one electronic copy of the first electronic edition of the Anthology. The Anthologist agrees to use reasonable best efforts to notify the Author of any other editions of the Anthology that may be published. The Author agrees to inform the Anthologist of any changes to his/her current address.

7. ASSURANCES.

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7.1 The Author represents and warrants to the Anthologist that: (i) the Work is not in the public domain; (ii) the Author is the sole proprietor of the Work and has full power and authority, free of any rights of any nature whatsoever of any other person, to enter into this Contract and to grant the rights which are granted to Publisher in this Contract; (iii) the Work has not heretofore been published, in whole or in part, in any form; (iv) the Work does not, and if published will not, infringe upon any copyright or any proprietary right at common law; (v) the Work contains no matter whatsoever that is obscene, libelous, violative of any third party's right of privacy or publicity, or otherwise in contravention of law or the right of any third party; (vi) all statements of fact in the Work are true and are based on diligent research; (vii) all advice and instruction in the Work is safe and sound, and is not negligent or defective in any manner; (viii) the Work, if biographical or "as told to" Author, is authentic and accurate; and (ix) the Author will not hereafter enter into any agreement or understanding with any person or entity which might conflict with the rights granted to the Anthologist.

7.2 The Author shall indemnify, defend and hold harmless the Anthologist from any and all claims, debts, demands, suits, actions, proceedings and/or prosecutions ("Claims") based on allegations which, if true, would constitute a breach of any of the foregoing warranties, and any and all liabilities, losses, damages, expenses (including attorneys' fees and costs) and damages in consequence thereof.

8. REVERSION OF RIGHTS.

In the event that an edition of the Anthology has not been published within twelve (12) months of the acceptance of the Work by the Anthologist, except as the time of publication may be delayed by events of force majeure, all rights in the Work shall revert to the Author, and the Author shall have the right the dispose of the rights in the Work in any manner.

9. RESERVATION OF RIGHTS BY THE ANTHOLOGIST.

The Anthologist reserves all rights in and to (i) the title, trademarks and trade dress of the series in which the Anthology may be published. The rights reserved to the Anthologist shall not revert to the Author under the circumstances set forth in Section 8 above or any other circumstances.

10. JURISDICTION AND VENUE.

This Contract shall be governed by the laws of the State of New Mexico, and any action or proceeding with respect to any matters arising under this Contract shall be brought and tried only a court of competent jurisdiction sitting in Las Vegas, New Mexico.

11. NOTICES.

Any notice affecting the material rights of a party shall be given to the other party by traceable mail at the address shown above, except as such addresses may be changed from time to time by notice in writing.

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12. GENERAL PROVISIONS.

(i) This Contract is an arm's length agreement between independently contracting parties, and no partnership, joint venture, employment, joint authorship, agency or other relationship is created between them by this Contract. (ii) This Contract contains the full and complete understanding between the parties regarding the Work and the Anthology, and supersedes all prior agreements, arrangements, understandings and/or communications between the parties regarding the Work and/or the Anthology. (iii) This Contract cannot be modified or amended, and no waiver of a breach or default shall be binding, except by a further written agreement signed by both parties. (iv) The Author may not assign any rights or delegate any duties under this Contract without the prior written consent of the Anthologist. (v) This Contract is binding on and shall inure to the benefit of the heirs, successors, and permitted assigns of the Author, and the licensees, successors and assigns of the Anthologist. (vi) If any provision of this Contract is held to be invalid or unenforceable, this Contract shall remain in full force and effect on its remaining provisions.

13. COUNTERPARTS. This Contract may be executed in any number of counterparts which, taken together, shall constitute one complete document. A scanned, photocopied or faxed copy of a counterpart bearing an original signature may be used in place of an original for all purposes.

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

In witness whereof, the parties have executed this Contract as of the Effective Date.

(The Anthologist)

(The Author)

WEAVER AND WEAVER, LLC
dba Dreaming Robot Press

AUTHOR NAME



By:

Corie Weaver, Managing Member

(Signature of Author)

Author Social Security Number or EIN