

# Anthology Contributor Agreement

Prepared by | Shanice McLeish Owner, Grieving It

# SUBMISSION AGREEMENT FOR MATERIALS SUBMITTED TO "The Anthology"

This submission agreement is entered into and between: **Grieving It** (hereafter referred to as **Publisher**), and the submitting Artist or Writer, (hereafter referred to as **Creator**). This submission agreement (the "Agreement") states the terms and conditions that govern the contractual agreement between Grieving It, the "**Publisher**" and the "**Creator**" who agrees to be bound by this Agreement.

This submission agreement defines terms between **Publisher** and **Creator**, that pertain to their writing or artwork (hereafter referred to as **Work**) being featured in "The Anthology."

Now, Therefore, In consideration of the mutual covenants and promises made by the parties hereto, the **Publisher** and the **Creator** (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

#### **Term**

This Agreement shall begin at the receipt of the executed document and continue for until the completion and self-publication of the title.

Either Party may terminate this Agreement for any reason with 30 days written notice to the other Party. No compensation from the Publisher or Creator will be refunded or returned.

# Payment

1. Creators do not receive royalties or other compensation, unless provided as a gift from the Publisher.

#### **Complimentary Copies**

Publisher will provide each Creator with 1 complimentary copy of the book.

#### **Intellectual Property Rights in Work Product**

The Parties acknowledge and agree that the Publisher and Creator will hold intellectual property rights in any work product resulting from the submissions including, but not limited to, copyright and trademark rights. The Publisher agrees not to claim any such ownership in such work products intellectual property at any time prior to or after the completion and delivery of such work product to the Creator.

# **Marketing & Promotion**

- 1. The Creator agrees to allow the Publisher (Grieving It) to use any work product in marketing, advertising, and/or promotion. The Publisher agrees not to claim the Creator's submissions as their personal work or to resell in any way not associated with the current work "The Anthology".
- 2. There will be an opportunity for multi-media promotions paid for by Grieving It.
- 3. Creator has the right to market and promote the published work at their discretion. Marketing and

promotion should be positive and favorable and shall not place a negative light on the Publisher.

# Working with Minors & Confidentiality

- 1. The Publisher should keep all minors collaborating as Creator safe and unexposed.
- 2. The Publisher shall not disclose to any third party any details regarding the Creator personal work or any information regarding any of the Creator's personal identification.
- 3. Each Creator will be published by their first and last name (if chosen by Creator).
- 4. The ending of each submission should have Creator's first name ONLY.
- 5. Publisher is defined to be a Mandated Reporter by Georgia law. If any submission comes through that alerts the publisher of active self-harm by the Creator or someone else being hurt, the Publisher is mandated by the law to share with professionals who can help.

## **Rights**

- 1. Creators grant Publisher ongoing permission to publish the Work in print and electronic formats. This includes reprints and digital sales containing the Work.
- 2. Creators grant the Publisher the right of first publication until one year after the book launches. After this date, Creators may include Work in other forms of publication and media.
- 3. Creators are encouraged to post process work on their social media, but not the final lettered pages until the right of first publication expires.
- 4. Creators grant Publisher permission to use Work and Creators' names or professional pseudonyms in marketing and promotion.
- 5. Creators retain exclusive copyright to the Work, including story, characters and artwork, for all media including print, web and film.
- 6. Creators confirm that they own all copyrights to the Work, and assume any and all liability for submitting Work to which they do not own the copyright.

## No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

#### Indemnification

The Creator agrees to indemnify, defend, and protect the Publisher from and against all lawsuits and costs of every kind pertaining to the Creator's business including reasonable legal fees due to any act or failure to act by the Creator based upon the services.

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This submission agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Georgia and subject to the exclusive jurisdiction of the federal and state courts located in DeKalb County, Georgia.

IN WITNESS WHEREOF, each of the Parties has executed this submission agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

# **Agreements & Signatures**

I understand and agree to this submission document. I sign this document of my own free will and under no duress.

Creator (Artist or Writer)			
First & Last Name	Signature	Date	
Parent/Guardian Signature (if	Creator is a minor)		
First & Last Name	Signature		
Publisher (Grieving It)			
First & Last Name	Signature	 Date	

#normalizegrief