Dear _____:

Visual Art Contributor Agreement

This is to confirm the agreement between you and *Arboreal Literary Magazine* ("Publisher").

1. Work. You agree to contribute one or more original Work(s) of visual art (the "Work(s)"), identified as follows:

_____

_____

_____

_____

_____

2. Rights Granted. You grant to Publisher the following intellectual property rights in the Work(s):

A. Worldwide First Serial Rights (exclusive first publication of the Work(s) in a print periodical). If, however, Publisher does not publish the Work(s) within six (6) months of acceptance, this right shall revert to you.

B. Worldwide First Electronic Rights (exclusive first publication of the Work(s) on Publisher's Website). If, however, Publisher does not publish the Work(s) within six (6) months of acceptance, this right shall revert to you.

C. Non-exclusive right to retain the Work(s) on Publisher's Website in perpetuity after expiration of the rights in clauses A and B.

D. Non-exclusive worldwide right to include the Work(s) in anthologies, reprint editions, adaptations, or collections of articles in perpetuity after expiration of the rights in clauses A and B.

E. Non-exclusive right to use selections from the Work(s) in the advertising and promotion of Publisher and Publisher's Website.

F. All rights to the Work(s) not specifically granted above are reserved by you. You retain copyright to the Work(s).

3. Warranty. You warrant that to the best of your knowledge the Work(s) do(es) not violate or infringe any copyright, trademark, contract, or proprietary rights of others, or contain anything libelous or defamatory, and you agree to indemnify and hold Publisher harmless against any final judgment resulting from the falsity of the foregoing warranties.

4. Compensation. You acknowledge and agree that neither Party shall have any obligation to make any payment of any kind to the other party under this Agreement or otherwise.

5. Editorial Changes. Publisher may revise, edit, condense, or otherwise alter the Work(s), and may code the work in HTML as needed for Web presentation, but will make no such changes without your consent and collaboration.

6. Miscellaneous.

(a) No modification to this Agreement shall be binding unless made in writing and signed by the Parties hereto.
(b) This Agreement shall be deemed executed under the laws of the state of Oregon.
(c) The Parties acknowledge that each Party has read and understood this contract before execution.

Thank you for contributing to *Arboreal Literary Magazine*.

Sincerely,

_____ _____

Chad M. Crabtree
Editor-in-Chief
Arboreal Literary Magazine

Date

By checking this box, I agree to the above.

_____ _____

Date