AMARYLLIS MEDIA, LLC

WHERE THE AUTHOR COMMUNITY BLOOMS

Author/Contributor Agreement

made this _____ day of _____, 201_ between_____, whose address is _____ (hereinafter called Author) and Amaryllis Media, LLC whose agent is assigned to receive mail is at 15701 South 257th East Avenue, Coweta OK, 74429 - email editors@rhetoricaskew.com (hereinafter called Publisher).

In consideration of the mutual covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

1. GRANT

Author hereby grants and assigns exclusive rights to Amaryllis Media, LLC (Publisher) to publish submission _____ (hereinafter called Work) in the English language in _INSTALOVE (BOOKFUNNEL COLLECTION)_____ (hereinafter called Anthology) in print and/or digital format on Publisher's website and other media/platforms such as social media for the purposes of marketing as directly related to promotional efforts for Anthology.

2. REPRESENTATIONS AND WARRANTIES

Author represents that s/he is the proprietor of Work and the sole copyright owner. Author represents to the best of Author's knowledge Work does not contain any libelous matter and does not violate the civil rights of any person or persons, does not infringe any existing copyright and has not heretofore been published in any form. Author shall hold harmless and indemnify Publisher from any recovery sustained by reason of any violations of copyright or other personal or intellectual property rights; provided, however, that Publisher shall with all reasonable promptness notify Author of any claim or suit which may involve the warranties of Author hereunder; and Author agrees to fully cooperate in the defense thereof. The warranties contained in this article do not extend to drawings, illustrations, or to any other material not furnished by Author.

3. DELIVERY

Author agrees to deliver to Publisher, Author's acceptance of these terms via the online form used for Anthology submissions. Author's payment of buy-in is to be taken as Author's complete acceptance of terms contained within this agreement.

4. PUBLICATION

Publisher agrees to publish Work in e-Book and/or book form, at its own expense and in such time frame as it deems appropriate. Publication date will be communicated to all Anthology contributors after such date is determined by Publisher.

6. EDITING AND PROOFREADING

Author shall be liable for providing a fully edited and proofread manuscript to the publisher for the purpose of publication in Anthology.

7. ROYALTIES AND LICENSES

THIS IS A NEWSLETTER BUILDING ANTHOLOGY. THERE WILL BE NO ROYALTIES PAID TO ANY PARTICIPATING AUTHOR.

8. CONTRIBUTOR COPIES

The digital copy of the final published Work in PDF, MOBI, and/or ePUB formats will be provided to Anthology contributors in the dedicated Facebook Group and/or via email. Author may use the digital copies in marketing efforts for reviews, blog features, or other promotional avenues. **Exception**: Newsletter building anthologies will not have digital copies available for the participating authors.

9. REVERSION AND TERMINATION

At any time, Publisher may remove Work from publication and upon such removal all rights granted to Publisher shall revert fully to Author.

10. BANKRUPTCY AND INSOLVENCY

If a petition in bankruptcy shall be filed by or against Publisher, or if it shall be adjudged insolvent by any court, or if a Trustee or a Receiver of any property of Publisher shall be appointed in any suit or proceeding by or against Publisher, or if Publisher shall make an assignment for the benefit of creditors or shall take the benefit of any bankruptcy or insolvency Act, or if Publisher shall liquidate its business for any cause whatsoever, this agreement shall terminate automatically without notice, and such termination shall be effective as of date of the filing of such petition, adjudication, appointment, assignment or declaration or commencement of reorganization or liquidation proceedings, and all rights granted hereunder shall thereupon revert to Author.

11. RESERVED RIGHTS

All rights to Work now existing or which may hereafter come into existence not specified herein granted to Publisher are reserved by Author.

Publisher recognizes Author is the sole copyright owner of Work and does not make any claims toward any portion of ownership of said copyright.

12. ASSIGNMENT

No assignment of this contract, voluntary or by operation of law, shall be binding upon either of the parties without the consent of the other, either by written signature or electronic signature.

13. ARBITRATION

Any controversy or claim arising out of this agreement or the breach thereof shall be settled by arbitration in accordance with the rules then obtained. Such arbitration shall be held in the City of Wagoner, Oklahoma.

14. NOTICES

Any written notice required under any of the provisions of this agreement shall be deemed to have been properly served by delivery in person or by mailing the same in paper or by electronic means to the parties hereto at the addresses set forth above, except as the addresses may be changed by notice in writing.

15. WAIVER

A waiver of any breach of this agreement or of any of the terms or conditions by either party thereto, shall not be deemed a waiver of any repetition of such breach or in any way affect any other terms or conditions hereof; no waiver shall be valid or binding unless it shall be in writing, and signed, either in writing or electronically, by the parties.

16. INFRINGEMENT

If during the existence of this agreement the copyright shall be infringed, Publisher may, at its own cost and expense, take such legal action, in Author's name if necessary, as may be required to restrain such infringement or to seek damages therefore Publisher shall not be liable to Author for Publisher's failure to take such legal steps. If Publisher does not bring such an action, Author may do so in his name at his own cost and expense. Money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, recovering any financial loss on the part of Publisher and thereafter the balance shall belong to Author, provided, however, that any money damages recovered on account of a loss of Publisher's profits shall be divided per the terms of this agreement between the parties.

17. DOCUMENTS

If any of the rights granted to Publisher revert to Author, Publisher shall execute all documents that may be necessary or appropriate.

18. LAW

This agreement shall be construed in accordance with the laws of Wagoner County, Oklahoma, United States of America.

19. INHERITANCE

This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of Author, and upon and to the successors and assigns of Publisher

20. ALTERATION

This agreement may not be modified, altered or changed except by a document with written signatures or electronically signed by both Author and Publisher.

20. INDEMNIFICATION

Both parties to this agreement agree to indemnify and hold harmless the other party, their assigns, heirs, and all other parties with authority to act on the party’s behalf as is applicable to this agreement, from any and all claims, actions, and judgments, including all costs of defense and attorney’s fees incurred in defending against same, arising from and related to publishing agreement between the two parties.

This Agreement shall encompass claims resulting from any actions that may give rise to a claim against either party.

In the event either party files suit in a court of law to interpret or to enforce the terms of this Agreement, the party prevailing in such action shall be entitled, in addition to any legal fees incurred in defending against any third party claim, to its reasonable legal fees and costs incurred in such action to interpret or to enforce the terms of this agreement. This agreement shall be interpreted under the laws of the State of Oklahoma, United States of America.

22. TERM

Anthology will be published on March 1, 2022 and run through May 31, 2022. Rights assigned by Author to Publisher will expire June 1, 2022.

23. SPECIAL CONDITIONS (IF ANY):

Author

_____Date_____

Publisher
MANDY MELANSON
CEO AMARYLLIS MEDIA, LLC