



This AUTHOR AGREEMENT (the “Agreement”) is made this Date (the “Effective Date”) between:

- The “Publisher”: Seize The Press Magazine, and
- The “Author” (Name):

concerning the work titled “Story Name” (the “Work”) to be published in *Seize The Press Magazine*.

- Author’s PayPal address:

The parties mutually agree as follows:

#### 1. Grant of Rights

- a. The Author hereby grants the Publisher first world electronic and print rights to include the Work in *Seize The Press Magazine* for publication in the English language within twelve months of the effective date of this agreement.
- b. The Author hereby grants the Publisher the right to non-exclusively, electronically archive the Work online as long as the Publisher maintains the *Seize The Press Magazine* website.
- c. The Author agrees not to publish or permit others to publish the Work in any form prior to its publication in *Seize The Press Magazine* or for a period of six months after the publication in *Seize The Press Magazine* without the prior written permission of the Publisher. If the Work is selected for a “best of the year” anthology, the Publisher agrees to waive this clause, provided the Author gives the Publisher prior written notice of the selection by such an anthology.
- d. The Author hereby grants the Publisher non-exclusive worldwide English Anthology rights to republish the Work or cause the Work to be republished in any book or anthology consisting of material at least 50% of which previously appeared in *Seize The Press Magazine*.

#### 2. Limitations on Scope of Grant

a. This Agreement is not a transfer of the copyright to the Work.

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. Rights Fee. The Author shall be paid **£xxx GBP** (3 pence per word up to 7500 words) for rights granted in Sections 1a, 1b, 1c, and 1d of this Agreement to be paid no later than 30 days after publication.

4. Transfer of Payment. Payment shall be made by electronic means agreed to by the Author. Any fees, charges, or commissions required because of use of electronic means of payment shall be paid by the Publisher.

5. Agreement Contingent. This Agreement is contingent upon the Publisher receiving the full typescript of the Work and accepting its contents, and both the Publisher and the Author have received countersigned copies of this agreement.

6. Editing. The Publisher will make no alterations to the Work's text or title without the Author's written approval in email or hardcopy. Author will be provided with the Publisher's proposed version of the work prior to publication and given sufficient time to review the text. The Publisher reserves the right to make minor copyediting changes to conform the style of the text to its customary form and usage.

7. Publicity. Arising under and terminating with the grant of rights to the Work in this agreement, the Author grants the Publisher the right to use the Author's name, image, likeness, and biographical material for all advertising, promotion, and other exploitation of the Work. Upon request, the Author shall provide the Publisher with a photograph of the Author and appropriate biographical material for such use.

8. Representations and Warranties of Author. 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 Publisher 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 Publisher 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.

9. Creation of the Work. The Author warrants that no part of The Work was generated by Artificial Intelligence, bots, or any other automated process. If this clause is found not to have been honoured, The Author will be liable to repay all fees paid to them by the Publisher and will be banned from submitting any future work to *Seize The Press Magazine*.

10. Indemnification and Hold Harmless. The Author will indemnify the Publisher against any loss, injury, or damage finally sustained (including any legal costs or expenses and any compensation costs and disbursements paid by the Publisher) incurred by the Publisher in connection with or in consequence of an intentional breach of one or more the foregoing warranties.

11. Kill Fee. In the event the Work is not published in any format within twelve months of author's signature date of this Agreement as a result of the Publisher's actions, decisions, or omissions, a kill fee in the amount of 30% of the payment for rights defined in Sections 1a, 1b, 1c, and 1d of this Agreement will be paid to the Author (the "Kill Fee") unless the Author has already received payment equal to the amount defined in Section 3 of this Agreement, and all rights will be returned to the author. In the event the Work is

not published through no fault of the Publisher, then the Kill Fee shall not be due. In the event of a disagreement between the Author and the Publisher prior to publication that cannot be mutually resolved, or the Publisher chooses not to publish the Work for any other reason, the Publisher reserves the right to invoke the Kill Fee. In the event that the Kill Fee is owed, this Agreement shall terminate upon payment of the Kill Fee, and the grant of rights in and to the Work shall terminate.

12. Successors and Assigns. The Publisher 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 the Author.

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.

14. Governing Law; Choice of Venue. This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom of Great Britain and Northern Ireland.

15. 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.

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

AUTHOR OR AGENT \_\_\_\_\_ DATE \_\_\_\_\_

PUBLISHER \_\_\_\_\_ DATE \_\_\_\_\_