

**Shroud Publishing LLC  
Writer's Agreement**

1 This contract is made between PUBLISHER whose address is  
2 **Shroud Publishing 121 Mason Rd., Milton, NH 03851**, hereinafter referred to as the  
3 PUBLISHER, and \_\_\_\_\_ [AUTHOR'S NAME], whose address  
4 is \_\_\_\_\_ [AUTHOR'S  
5 ADDRESS], hereinafter referred to as the AUTHOR.  
6

7 The parties agree as follows:  
8

9 **Author's Grant.**

10  
11 1. The Author grants permission to include his/her story  
12 entitled " \_\_\_\_\_," a  
13 work of approximately \_\_\_\_\_ words, hereinafter referred  
14 to as the Work, in **Shroud Magazine**, a serial publication bearing an International  
15 Standard Serial Number (ISSN) number **1940-7025**.  
16  
17

18 **Rights Purchased.**

19  
20 1(a). This use of the Work by the Publisher entails the  
21 assignment of ***First North American Serial Rights***, and ***first electronic rights*** for  
22 publication in the English language anywhere in North  
23 America. It is also understood and agreed that the  
24 Publisher may use this Work only in the above-mentioned  
25 magazine and that all rights not expressly granted  
26 herewithin reside exclusively with the Author.  
27  
28

29 **Options on Further Rights**

30  
31 2(a). The Author grants to the Publisher the right of ***first***  
32 ***offer on world anthology rights and first foreign serial***  
33 ***rights***. The Author also grants to the Publisher the right  
34 to make an offer on non-exclusive reprint rights.  
35

36 2(b). If the Publisher desires to exercise any of these  
37 offers, separate agreements must be entered to and signed  
38 for each use of further rights.

39

40 **Payments and Royalties.**

41

42 3. For the rights granted to the Publisher above in 1(a)  
43 the Author will receive a payment in the sum of **\$25.00 (USD)**,  
44 which will be paid within thirty (30) days of **PUBLICATION, upon publisher's**  
45 **receipt of the Author's Invoice (email or mail).**

**Authors' Warranties and Indemnities.**

46

47 4. The Author represents and warrants that he/she is the  
48 sole author of the Work, that the Work is original, and that  
49 no one has reserved the rights granted in this agreement.

50 The Author also represents, to the best of his/her  
51 knowledge, that the Work does not contain any libelous  
52 materials.

53

54 **No Competing Publication.**

55

56 5. The Author agrees not to publish or permit others to  
57 publish this Work in any form prior to its publication and  
58 appearance in the above-named magazine. (reprints excepted)

59

60 **Author's Copies.**

61

62 6. The Publisher agrees to provide the Author with one  
63 complimentary copy of the magazine upon publication, *upon request*. The  
64 Author agrees to inform the Publisher of his/her current  
65 address.

66

67 **Changes in Text or Title.**

68

69 7. The Publisher will make no major alterations to the  
70 Work's text or title without the Author's written approval.

71 The Publisher reserves the right to make minor copy-editing  
72 changes to conform the style of the text to its customary  
73 form and usage..

78

79 **Reversion of Rights**

80

81 8. In the event that the Work is not published within 18  
82 months of signing of this agreement, all rights revert to  
83 the Author, and the Author has the right to sell or arrange  
84 for publication of the above-named Work in any manner. The  
85 Author shall keep any payments made by the Publisher to  
86 him/her.

87

88

89 **Copyright.**

90

91 9. The Publisher agrees to list a proper copyright notice  
92 for the Work in the name of the Author on  
94 the printed story, and to take all necessary steps to  
95 protect the Author's copyright in the United States, and in  
96 the International Copyright Union.

97

98 **Author's Credit**

99

100 10. The Author will be credited on the table of contents  
101 page and at the beginning of the story as \_\_\_\_\_  
102 [AUTHOR'S BY-LINE].

103

104 **Venue.**

105

106 11. This agreement shall be deemed executed under the laws  
107 of the state of *New Hampshire*  
108 *New Hampshire* state law shall be the  
109 applicable law of this agreement.

110

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

113

114 In witness whereof the parties have executed this contract  
115 in duplication originals on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

116

117 \_\_\_\_\_

118 Author or Author's agent                      Date

119

120 If signed by Agent, give Agent's address where payment  
121 should be sent.

122

123 \_\_\_\_\_

124

125

126 \_\_\_\_\_

127 **SHROUD PUBLISHING LLC, Publisher                      Date**

128

129 Please sign and return all copies. One copy signed by all  
130 parties will be returned for your files.