

**Shroud Publishing LLC
Writer's Agreement For Anthologies**

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 _____, an Anthology bearing an International
16 Standard Book Number (ISBN) number _____
17

18 **Rights Purchased.**

19
20 1(a). This use of the Work by the Publisher entails the
21 assignment of *First Anthology 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 book and that all rights not expressly granted
26 here within reside exclusively with the Author, including but
27 not limited to electronic rights.
28

29 **Payments and Royalties.**

30
31 3. For the rights granted to the Publisher above in 1(a)
32 the Author will receive a payment in the sum of **\$0.01/word**,
33 which will be paid within thirty (30) days of the PUBLICATION of
34 ABOMINATIONS.
35

36 **Access to Records.**

37
38 4. In the event of Publisher's failure to make timely
39 payment, the Author may have access in person or the
40 Author's agents or by power of attorney to all financial
41 records of the Publisher upon presentation of a copy of this
42 agreement to the appropriate location of said records.
44

45 **Authors' Warranties and Indemnities.**

46

47 5. 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.
60 The Author also represents, to the best of his/her
61 knowledge, that the Work does not contain any libelous
62 material.

63

64 **No Competing Publication.**

65

66 6. The Author agrees not to publish or permit others to
67 publish this Work in any form prior to its publication and
68 appearance in the above-named magazine. (reprints excepted)

69

70 **Author's Copies.**

71

72 7. The Publisher agrees to provide the Author with **TWO**
73 complimentary copies of the Anthology upon publication. The
74 Author agrees to inform the Publisher of his/her current
75 address.

76

77 **Changes in Text or Title.**

78

79 8. The Publisher will make no major alterations to the
80 Work's text or title without the Author's written approval.
81 The Publisher reserves the right to make minor copy-editing
82 changes to conform the style of the text to its customary
83 form and usage.

89

90 **Reversion of Rights and Withdrawal of Offer to Publish.**

91

92 9(a). In the event that the Work is not published within 18
93 months of signing of this agreement, all rights revert to
94 the Author, and the Author has the right to sell or arrange
95 for publication of the above-named Work in any manner. The
96 Author shall keep any payments made by the Publisher to
97 him/her.

98

99 9(b). In the event that a copy of the counter-signed
100 agreement is not returned to the Author within thirty (30)
101 days of signing by the Author, or that payment in 3(a) is
102 not made as specified, the Publisher's offer to purchase the
103 Work shall be considered withdrawn.

104

105 **Copyright.**

106

107 10. The Publisher agrees to list a proper copyright notice
108 for the Work in the name of the Author on the first page of
109 the publication, and to take all necessary steps to
110 protect the Author's copyright in the United States, and in
111 the International Copyright Union.

112

113 **Author's Credit**

114

115 11. The Author will be credited on the table of contents
116 page and at the beginning of the story as _____
117 [AUTHOR'S BY-LINE].

118

119 **Venue.**

120

121 12. This agreement shall be deemed executed under the laws
122 of the state of *New Hampshire*
123 *New Hampshire* state law shall be the
124 applicable law of this agreement.

125

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

128

129 In witness whereof the parties have executed this contract
130 in duplication originals on this ____ day of _____, 20__.

131

132

133 _____
Author or Author's agent Date

134

135 If signed by Agent, give Agent's address where payment
136 should be sent.

137

138 _____

139

140

141 _____

142 Author/Agent Social Security or Tax ID Number

143

144 *Timothy P Deal 4/24/2008*

145 **SHROUD PUBLISHING LLC, Publisher Date**

146

147 Please sign and return 1 COPY, and keep one for your files.