

LITERARY PUBLISHING AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2015, by and between Terrance Gene Davis (the "Publisher") and _____ (the "Author[s]").

Recitals:

- A. WHEREAS, Publisher owns, edits and publishes a science fiction, horror and fantasy publication entitled, "T. Gene Davis's Speculative Blog" and desires to publish collections of writings from "T. Gene Davis's Speculative Blog" (collectively, the "Publication");
- B. WHEREAS, Author desires to grant to Publisher the right to revise and publish the Writing (as hereinafter defined) in the Publication, and,
- C. WHEREAS, Publisher and Author desire to memorialize their contractual relationship;

Agreement:

THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Publisher and Author agree as follows:

1. Definitions: "Writing" means the story, poem, or other original literary work authored by the Author which is the subject of this Agreement, as more specifically defined under Section three (3), and as modified under Sections 6 and 7.
2. Grant of Use. Author hereby grants to Publisher right to publish the Writing, whether by print, electronic, internet or other publishing means, to Publisher, for the amount of \$75.00.
3. Term of Grant. The Publisher is given permission to use the Writing for advertising and other incidental purposes and to publish the Writing for indefinite duration. The Author grants to the Publisher non-exclusive, worldwide right 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 "T. Gene Davis's Speculative Blog". The Author agrees not to publish or permit others to publish the Writing in any form prior to its publication in "T. Gene Davis's Speculative Blog". The Author further grants the Publisher the right to non-exclusively archive the Writing online.
4. Description of Writing. The Writing conveyed to Publisher by Author is described as follows:
 - a. The title of the Writing is (if applicable): _____.
 - b. A copy of the Writing is attached as Exhibit A, which is incorporated herein by this reference.
5. Author Warranties and Representations. Author hereby warrants and represents to Publisher that (a) the Writing is the Author's original and unique work; and (b) that the Author has all of the legal rights to grant publishing rights in the Writing to the Publisher, even if the Writing has been published before and even if the Writing is being published simultaneously by another publisher.

6. Unfinished Writing. Author understands and acknowledges that the Writing is unfinished. Therefore, the Publisher may have the Writing revised and reworked to Publisher's sole satisfaction. However, when the Publisher is satisfied that the Writing is finished, no additional alterations or revisions may be made to the Writing by the Author during the term of this Agreement, without the written consent of the Publisher, at Publisher's sole discretion.
7. Modification of Writing. Publisher may make formatting changes, grammatical changes, spelling changes, punctuation modifications, and other minor edits to the Writing during the term of this Agreement. Author may request the right to approve final revision of the Writing before publication. Publisher may publish the revised writing under the Author's name.
8. Author as Independent Contractor. Author is not an employee of the Publisher. The Author is an independent contractor and therefore is responsible for any employment and/or other taxes in conjunction with compensation paid under this Agreement.
9. Indemnification. Author shall indemnify Publisher and hold it harmless from and against all liabilities, costs and expenses (including attorneys' fees) which Publisher may incur (a) by reason of any infringement of any copyrights arising from or related to the Writing; (b) on account of any use which Publisher may make of such Writing in the publishing or other use of the Writing, or versions thereof; (c) in the exhibition, or other disposition of any such versions; (d) or in the exercise or attempted exercise of any of the rights hereby granted, or (e) from the breach by the Author of any covenants under this Agreement.
10. Attorneys' Fees. In the event that either party shall bring any action upon any default in the performance or observance of any covenant or provision herein, the aggrieved party may recover reasonable attorneys' fees, costs and expenses, in addition to whatever remedies may be available to the party.
11. Modification or Amendments. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.
12. Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns. Publisher may assign all or a portion of its rights under this Agreement to an affiliated person or entity.
13. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties relating to the Writing and any and all prior agreements, understandings or representations are hereby terminated and canceled in their entirety and are of no force and effect.
14. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
15. Applicable Law. The local laws of the State of Utah shall govern the validity, enforcement, and interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

PUBLISHER:

T. Gene Davis's Speculative Blog

Terrance Gene Davis

AUTHOR

[Please Print Name]

Exhibit A: