

(This is a writer-friendly magazine contributor's agreement.)

Dear _____:

Contributor's Agreement

This is to confirm the agreement between you and _____, publisher of Telephone Sanitizer Magazine ("Publisher").

1. **Work.** You agree to contribute an original column or article (the "Work"), identified as follows:

2. **Rights Granted.** You grant to Publisher the following intellectual property rights in the Work:

A. Worldwide First Serial Rights (exclusive first publication of the Work in a print periodical). If, however, Publisher does not publish the Work within twelve (12) months of acceptance, this right shall revert to you.

B. For a period of three (3) years from the date of this Agreement, the nonexclusive right to publish the Work on Publisher's World Wide Web site and sell the Work throughout the world in digital format (digital format includes Internet, disk, electronic download, CD, or any other digital format known or unknown at this time). Publisher shall publish the Work only in secure and/or password-enabled electronic formats that protect the Author's copyright as far as is reasonable and possible using current encryption methods, except with the prior written agreement of the Contributor.

C. A nonexclusive worldwide right to include the Work in anthologies, reprint editions, adaptations, or collections of articles.

D. The nonexclusive right to use selections from the Work in the advertising and promotion of Publisher and Publisher's web site.

E. All rights to the Work not specifically granted above are reserved by you. You retain copyright to the Work.

3. **Warranty.** You warrant that to the best of your knowledge the Work does not violate or infringe any copyright, trademark, contract, or proprietary rights of others, or contain anything libelous or defamatory, and you agree to indemnify and hold Publisher harmless against any final judgment resulting from the falsity of the foregoing warranties.

4. **Compensation.**

(a) First Serial Rights. Within thirty (30) days of receipt of the Work, Publisher shall notify you whether it accepts or rejects the Work for publication. If the Work is accepted for publication, Publisher shall pay you the sum of \$_____ (the “Payment”) in compensation for the rights granted Publisher under Section 2A above. Such payment will be made to you within thirty (30) days of acceptance. If Publisher finds the Work is not acceptable for publication, Publisher shall pay you a “kill fee” equal to 25% of the Payment within thirty (30) days of notice of such rejection. In such event, all rights shall revert to you.

(b) Electronic and Digital Rights. If Publisher publishes the Work in digital or electronic form in a product of the Publisher for which the customer is charged a fee, Publisher shall pay you 10% of the Payment within thirty (30) days of such publication.

(c) One-time Reprint Rights. If Publisher chooses to reprint the Work as set forth in Section 2C above, it shall pay you 25% of the Payment within thirty (30) days of such publication, for each such publication.

5. Editorial Changes. Publisher may revise, edit, condense, or otherwise alter the Work, and may code the work in HTML as needed for Web presentation, but will make no substantive changes in text, title or graphic content without your permission.

6. Miscellaneous.

- a) No modification to this Agreement shall be binding unless made in writing and signed by the parties hereto.
- b) This agreement shall be deemed executed under the laws of the state of _____.
- c) The parties acknowledge that each party has read and understood this contract before execution.

Please keep one copy of this agreement for your files and send a signed and dated copy back to us. We thank you for your contribution.

Very truly yours,

Accepted: _____
Contributor
SS#: