

# Mythical Legends Publishing

## TACHYON NODE Magazine

### Contributor Reprint Contract

This contract is made between **Mythical Legends Publishing** (James C Jones II), of P.O. Box 1667, Inglewood Ca 90301, and his successors and assigns, hereinafter referred to as the PUBLISHER, and **[author]**, of [street address] [city, state, zip], hereinafter referred to as the AUTHOR.

The parties agree as follows:

1. The Author grants permission for the Publisher to include his story “[title]” at [word count] words, hereinafter referred to as the WORK, in Tachyon Node Magazine, for publication in the English language in all countries throughout the world.

2. (a) The Publisher acknowledges the WORK is a reprint and the Author agrees not to publish or permit others to publish the Work in any form for a period of six (6) months after the publication in Tachyon Node 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.

(b) The Author further grants the Publisher the right to nonexclusively archive the Work online as long as the Publisher maintains the Mythical Legends Publishing website.

3. (a) The Author grants to the Publisher the nonexclusive, worldwide English-language 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 Tachyon Node Magazine, and which includes works by more than three or more contributors.

(b) The Author shall be given a royalty of [percentage] of the Publisher’s net revenues from sales of Tachyon Node Magazine. And the Author shall receive a pro-rata share of 50% of the book or anthology’s earnings, if any, which includes income from all licensed editions, including hardcover, paperback, graphic novel, book club, audiobook, eBook, and foreign language editions of the book or anthology. Subsidiary rights money will be distributed within 30 days of receipt by the Publisher, so long as a minimum of \$10.00 is due to Author. No payments for subsidiary rights sales will be due until actually received by the Publisher.

(c) The Author shall receive **one** free copy of the first edition of the magazine, book or anthology.

(d) Additional copies may be purchased by the Author at a discount of 40% off retail price of Tachyon Node Magazine. Author agrees to pay for shipping.

4. The Author grants to the Publisher worldwide audio rights to the Work, subject to the same terms as specified in clause 2 solely for use in Tachyon Node Magazine’s podcasting program, provided that those rights are exercised within eighteen months of publication of the story in Tachyon Node Magazine. The Author also grants to the Publisher the additional, nonexclusive right to collect the audio edition of the Work in the future in an audiobook compilation consisting of material at least 50% of which appeared in Tachyon Node Magazine, and which includes works by more than three or more contributors.

5. The Author grants 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.

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10. If the Publisher fails to publish the Work within 12 months of the date of this Agreement, all rights granted hereunder shall immediately revert to the Author. In such event, the Author shall retain any payments made under this Agreement prior to such reversion.
11. The Publisher agrees to list a proper copyright notice for the Work in the name of the Author at the end of the Web-published story and, if published in print, on an appropriate copyright page.
12. The Author will be credited on the table of contents page and at the beginning of the story as **by [author]**.
13. Regardless of its place of execution, this agreement shall be interpreted under the laws of the State of California.
14. No amendment of, addition to or modification of this Agreement shall be effective unless reduced to writing and signed by the parties hereto.
15. In the event one or more clauses of this Agreement are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Agreement.
16. This Agreement sets forth the entire agreement of the parties, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year below written and shall be interpreted under the laws of the State of California.

Publisher	Author
By:	By:
Name: James C Jones II	Name:
Title: <b>Mythical Legends Publishing</b>	Title:
Date:	Date: