

Mythical Legends Publishing
TACHYON NODE PUBLICATIONS
Contributor Contract

This contract is made between **Mythical Legends Publishing** (James C Jones II), of P.O. Box 1667, Inglewood Ca 90308, and his successors and assigns, hereinafter referred to as the PUBLISHER, and **the content creator**, named below in the area titled **SECTION INFORMATION**, hereinafter referred to as the AUTHOR.

The parties agree as follows:

1. (a) The Author grants permission for the Publisher to include the story named in the area titled **SECTION INFORMATION**, hereinafter referred to as the WORK, in a Tachyon Node publication named in the area titled **SECTION INFORMATION**, hereinafter referred to as the PUBLICATION in the English language in all countries throughout the world.

(b) The Author shall be paid the rate/amount stated in the area titled **SECTION INFORMATION**.

(c) The Author shall receive **one** free copy of the first edition of the PUBLICATION.

(d) Additional copies may be purchased by the Author at a discount of **60%** off retail price of PUBLICATION. Author agrees to pay for shipping.

2. (a) The Author agrees not to publish or permit others to publish the Work in any form prior to its publication in the PUBLICATION up to three (3) months upon acceptance or for a period of three (3) months after the publication in the PUBLICATION 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. 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.

4. All rights not expressly granted by the Author reside exclusively with the Author.

5. The Author warrants that he or she is the sole author of the Work; that he or she is the owner of all the rights granted to the Publisher hereunder and has full power to enter into this agreement and to make the grants herein contained; that the Work is original and any prior publication of the Work in whole or in part has been fully disclosed to the Publisher; that the Work does not violate the right of privacy of any person; that, to the Author's knowledge, it is not libelous or obscene and contains no matter which is libelous, in violation of any right of privacy, harmful to the user or any third party so as to subject the Publisher to liability or otherwise contrary to law; and that it does not infringe upon any copyright or upon any other proprietary or personal right of any person, firm or corporation.

6. The Author will indemnify the Publisher against any loss, injury, or damage finally sustained (including any legal costs or expenses and any compensation costs and disbursements paid by the Publisher) occasioned to the Publisher in connection with or in consequence or any breach of this warranty and which the Publisher is not able to recover under its insurance policies.

7. The Publisher will make no alterations to the Work's text or title without the Author's written approval in e-mail or hardcopy. The Publisher reserves the right to make minor copyediting changes to conform the style of the text to its customary form and usage.
 8. 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.
 9. 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.
 10. The Author will be credited on the table of contents page and at the beginning of the story.
 11. Regardless of its place of execution, this agreement shall be interpreted under the laws of the State of California.
 12. No amendment of, addition to or modification of this Agreement shall be effective unless reduced to writing and signed by the parties hereto.
 13. 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.
 14. 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.
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SECTION INFORMATION:

AUTHOR:

WORK TITLE:

PUBLICATION TITLE:

WORD COUNT:

RATE:

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: **Mythical Legends Publishing**

Title:

Date:

Date: