## **Mythical Legends Publishing**

## TACHYON NODE PUBLICATIONS Cosplayer 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 Cosplayer**, named below in the area titled **SECTION INFORMATION**, hereinafter referred to as the Creator.

The parties agree as follows:

- 1. (a) The Creator grants permission for the Publisher to include the character/outfit 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 Creator shall be paid the amount stated in the area titled **SECTION INFORMATION**.
  - (c) The Creator shall receive **one** free copy of the first edition of the PUBLICATION.
- (d) Additional copies may be purchased by the Cosplayer at a discount of **60%** off retail price of PUBLICATION. Creator agrees to pay for shipping.
- 2. The Creator grants the Publisher the right to nonexclusively archive the Work online as long as the Publisher maintains the Mythical Legends Publishing website.
- 3. The Creator grants Publisher the right to use the Creator's name, image, likeness, and biographical material for all advertising, promotion and other exploitation of the Work. Upon request, the Creator shall provide the Publisher with a photograph of the Creator and appropriate biographical material for such use.
- 4. All rights not expressly granted by the Creator reside exclusively with the Creator.
- 5. The Creator warrants that he or she is the sole creator 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 Creator'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 Creator 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. (a) The Publisher reserves the right to make background changes to work.
- (b) The Creator has the option to approve or disapprove all background changes to the Work. Disapproval of background changes must be submitted in writing through email or hardcopy.

- 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 Creator. In such event, the Creator 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 Creator at the end of the Web-published publication and, if published in print, on an appropriate copyright page.
- 10. The Creator will be credited on the table of contents page, on the CREDIT section of the Publication, and at the bottom, or appropriate location on the Work.
- 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:		
CREATOR:	WORK TITLE:	
PUBLICATION TITLE:		
PHOTO COUNT:	RATE:	
written and shall be interpreted under the	e laws of the State of California.	
Publisher	Creator	
By:	Ву:	
Name: James C Jones II	Name:	
Title: Mythical Legends Publishing	Title:	
Date:	Date:	