## Spindle House Publishing Agreement: Online Publication of Shorter Works

last updated 9 December, 2023

This contract is made between the following parties, effective this date, [day month year]:

Publisher: Spindle House, as represented by Benjamin Vandersluis, Editor-in-Chief.

## Author: [author name]

The parties agree as follows:

- 1. **Rights:** The Author grants the Publisher first worldwide English-language rights, and also nonexclusive online archival rights, to <u>"[title of work]</u>", hereafter referred to as the Work, for publication and archival on any website owned by Spindle House. All other rights are retained by the Author unless expressly negotiated. The Publisher agrees to forward to the Author in a timely fashion all requests for reprint rights to the Work.
- 2. **Compensation:** For the rights granted to the Publisher in this Agreement, the Author will receive a payment of the following sum, paid in U.S. dollars within thirty (30) days of the signing of this contract: <u>\$10.00</u>, paid via PayPal.
- 3. **Exclusivity:** The Author agrees not to publish or permit others to publish the Work in any form prior to its publication by Spindle House or for a period of two (2) months after publication by Spindle House. Exceptions to this clause will be considered on a case-by-case basis with written approval from the Publisher.
- 4. **Proper Copyright Notice:** The Publisher agrees to list a proper copyright notice for the Work in the name of the Author at the bottom of the webpage that contains the Work.
- 5. Editorial Changes: The Publisher will make no alterations to the Work without the express written approval of the Author. The Publisher reserves the right to make minor copy-editing and formatting changes to conform the style of the Work to the Publisher's customary form and usage. The Publisher agrees to provide the Author with galleys or proofs of the Work for proofreading and approval prior to publication.
- 6. **Promotion:** The Author grants to the Publisher the right to use the Work's title, byline, and description, along with a brief excerpt from the Work, for all advertising and promotion of Spindle House. At the Author's voluntary discretion, the Publisher may also use the Author's biographical information, image, likeness, and social medial handles for promotional purposes.
- 7. Author's Warrants: The Author warrants that they are the sole author of the Work; that they are the owner of all rights granted to the Publisher in this Agreement and have full

power to enter into this Agreement and make the grants contained herein; that the Work is not under consideration or pending publication with any other publisher; 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 no part of the Work was created or revised using any Artificial Intelligence (AI) program such as ChatGPT; that the Work does not violate the right of privacy of any person; that, to the Author's knowledge, the Work contains no matter which is libelous, in violation of any right of privacy, or otherwise contrary to law; that the Work does not infringe upon any copyright or upon any proprietary or personal right of any person, firm, or corporation.

- 8. **Timely Publication:** If the Publisher fails to publish the Work within 2 months of the date of this Agreement, all rights granted herein shall immediately revert to the Author. In such event, the Author shall retain any payments made under this Agreement.
- 9. **Confidentiality and Non-Disclosure:** The Author and the Publisher mutually agree not to divulge to anyone, either during or after the terms of this Agreement, any confidential information pertaining to the other party, unless the party in question has given explicit written consent for that information to be disclosed. The provisions of this section on "Confidentiality and Non-Disclosure" shall survive the termination of this Agreement.

The parties acknowledge that each party has read and understood this contract before execution.

Author's Signature

Date:

Publisher Representative's Signature

Date: