

# Papa Bear Press

## Publishing Agreement with Author in an Anthology

This Publishing Agreement (“Agreement”) is entered into between \_\_\_\_\_ (“Author”), whose address is \_\_\_\_\_ and whose email address is \_\_\_\_\_ and Papa Bear Press, a Texas partnership (“Publisher”), whose address is 5350 Bellaire Blvd. #724, Bellaire, TX 77042, and whose email address is inquiries@papabearpress.com, concerning a work tentatively titled \_\_\_\_\_ (the “Work”) to be part of the anthology \_\_\_\_\_ on the following terms and conditions.

### AUTHOR COMPENSATION

#### 1. Author Copies.

1.1 **Free Copies.** The Publisher shall furnish to the Author 1 (ONE) free copy of each electronic edition of the Work published by the Publisher.

### GRANT OF RIGHTS

2. **Grant of Rights.** The Author hereby grants the following rights in the Work to the Publisher, **NONEXCLUSIVELY** and irrevocably for the period of the copyright and any renewal or extension thereof:

2.1 **Book Rights:** The right to publish, distribute and sell copies of the Work in any and all book formats, including but not limited to hardcover, soft cover, print-on-demand, electronic and audio books of all kinds, and in any and all channels of marketing and distribution worldwide.

2.2 **General Publication Rights:** The right to publish excerpts, condensations, selections and abridgments of the Work in anthologies, compilations, textbooks, digests, magazines, newspapers, and Braille, in any and all book and periodical formats, including but not limited to print, audio and electronic media, whether before or after first publication of the Work in book form by the Publisher.

2.3 **Electronic Rights:** The right to adapt and generally exploit the Work, or any part of the Work, in electronic, digital and computer-based media of all kinds, whether now known or later invented. By way of example only, electronic rights include, but are not limited to, the right to exploit the Work in the form of compact disks or other computer storage media, **as an ebook**, as a computer application, and over the Internet, whether in the form of streaming audio and/or video or otherwise.

2.4 **Translation and Foreign Rights.** The right to translate the Work into any language and exploit any and all of the rights set forth above in translation anywhere in the world.

3. **Use of Author's Name.** The Publisher shall have the right to use the Author's name, likeness and biographical materials for the purpose of advertising, publishing and promoting the Work.

4. **Term and Territory.** The rights granted by the Author to the Publisher may be exercised anywhere in the world for the full term of copyright in the Work, including any extensions or renewals of copyright, by the Publisher or its licensees, successors and assigns.

5. **Reservation of Rights by the Author.** All rights not expressly granted by the Author to the Publisher are hereby expressly reserved by the Author.

### PUBLICATION OF THE WORK

#### 6. Preparation of the Work for Publication.

6.1 **Right to Edit.** The Publisher shall have the right to edit and adapt the Work for the original publication and for any republication, provided the meaning of the text is not materially altered, and shall have the right to publish and promote the Work in suitable style as to paper, printing, binding, electronic formatting, cover and/or jacket design and to make any title and price decisions. In the event, during substantive editing, the Publisher determines changes to the Work's structure and/or content are necessary, the Publisher shall request these changes of the Author. The Author may opt to provide

revisions to the satisfaction of the Publisher, or may terminate this contract. Should the Author not provide revisions to the satisfaction of the Publisher, the Publisher may terminate this contract.

6.2 **Publication.** The Work, if and when published, shall be published and distributed at the Publisher's own expense. All particulars of publication, distribution and other exploitation of rights in the Work, including but not limited the title, imprint, format, and price, shall be within the discretion of the Publisher.

6.3 **Copyright Notice.** The Publisher will print or display a copyright notice in the Author's name in all copies of Publisher's editions of the Work.

## ASSURANCES

### 7. Warranties and Representations.

7.1 The Author represents and warrants to the Publisher that: (i) the Author is the sole owner of all rights in the Work and has full power to enter into this Agreement, perform the Author's obligations under this Agreement, and to grant the rights hereby conveyed to the Publisher; (ii) the Work does not, and if published will not, infringe upon any copyright, trademark or other right of any kind whatsoever; (iii) the Work is not libelous and does not invade the right of privacy of any third party.

7.2 The Author shall indemnify, defend and hold the Publisher harmless from all liability, costs and expenses based on allegations which, if true, would constitute a breach of contract by Author or a breach of any of the warranties and representations of Author set forth above.

## GENERAL PROVISIONS

8. **Applicable Law.** This Agreement shall be effective when counter-signed by the Publisher at its place of business in Texas, and thus the law of the State of Texas shall apply to any dispute arising in connection with this Agreement.

9. **Entire Agreement.** This agreement constitutes the entire agreement of the Author and the Publisher regarding the Work, and replaces all other communications, understandings and agreements between them regarding the Work.

10. **Modification.** This Agreement may not be modified except by written agreement signed by the Author and the Publisher.

11. **Notices.** Any notice given by one party to the other party under this Agreement shall be sent to the addresses set forth herein, except as such addresses may be changed from time to time by notice in writing. Notices or any correspondence to the Publisher shall be sent to Papa Bear Press, 5350 Bellaire Blvd. #724, Bellaire, TX 77042. Email is an acceptable form of notification if both parties have included email addresses above.

12. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators or assigns of the Author, and the licensees, successors, and assigns of the Publisher, but no assignment by the Author shall be made without the prior written consent of the Publisher.