



MEMORANDUM OF AGREEMENT

This contract is made between Wishful Inkers, hereinafter referred to as the Publisher, and [AUTHOR NAME], hereinafter referred to as the Author.

The parties agree as follows:

1. The Author grants permission for the Publisher to include the Author's story [TITLE], hereinafter referred to as the Work, in **Wishful Inkers**, for publication in the English language in all countries throughout the world.
2. The Author waives any monetary compensation for the rights granted to the Publisher in this Agreement, and the Publisher declares that all profits from the sale of **Wishful Inkers** shall be donated to charity.
3. (a) The permission granted to the Publisher in this Agreement is non-exclusive and does not infringe upon the rights of the Author to publish or permit others to publish the Work.

(b) The Author further grants the Publisher the right to non-exclusively archive the Work online as long as the Publisher maintains the **Wishful Inkers** website.
4. (a) The Author grants to the Publisher the non-exclusive, worldwide English-language right to re-publish the Work or cause the Work to be re-published in any book, anthology, or omnibus consisting of material at least 50% of which previously appeared in **Wishful Inkers**, and which includes works by three or more contributors.

(b) The Author shall receive one free copy of the first edition of the book or anthology.
5. The Author grants to the Publisher the right to use excerpts from the Work in digital, audio, and video formats for the purpose of advertising, promoting, and marketing **Wishful Inkers**.
6. The Author grants the 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.

7. All rights not expressly granted by the Author reside exclusively with the Author, including, but not limited to, film, TV, and dramatic adaptations.
8. 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.
9. 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 of any breach of this warranty.
10. The Publisher will make no alterations to the Work's text or title without the Author's written approval in email or hardcopy. The Publisher reserves the right to make minor copy-editing changes to conform the style of the text to its customary form and usage.
11. If the Publisher fails to publish the Work within 24 months of the date of this Agreement, all rights granted hereunder shall immediately revert to the Author.
12. 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.

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

AUTHOR

DATE

PUBLISHER

DATE