

Publishing Agreement

This Agreement is made between _____ (AUTHOR) and Tree And Stone Magazine (TASM), for the sale of the AUTHOR's art or photography, currently entitled, _____ (the Work).

TASM's purchase of visual material, the Work, by the AUTHOR for publication in TASM's magazine entitled Tree And Stone (the Magazine).

Does the AUTHOR prefer to use pseudonym as the byline for the Work?

If so, the AUTHOR may enter it below here: _____

If nothing is entered, TASM will use the name the AUTHOR signs on this Agreement.

Limitations On Scope of Grant, Copyright Notice, and Alteration of Text

- The AUTHOR does not transfer any rights in the Work to TASM except as specifically set forth in this Agreement, which does not a transfer of the copyright for the Work. All rights not expressly granted by the AUTHOR reside exclusively with the AUTHOR. Any right that may be developed in the future shall reside with the AUTHOR.
- The AUTHOR agrees not to publish or permit others to publish the Work in English prior to its initial publication in the Magazine. However, if the Work is selected for a "best of the year" or awards anthology, TASM agrees to waive this clause, provided the AUTHOR gives TASM prior written notice of the selection by such an anthology.

- TASM agrees to list a proper copyright notice for the Work in the name of the AUTHOR at the end of the internet-published story on an appropriate copyright page.
- TASM reserves the right to make minor copy-editing changes to conform the story's text to the Magazine's style guide. The AUTHOR will be provided with TASM's proposed version of the work in email prior to publication and be given sufficient time to review the text.

Magazine Electronic and Print Rights

The AUTHOR grants the following rights to TASM:

- (a) first worldwide publication rights of the Work for inclusion in the Magazine, for electronic publications in the English language. If your Work has not been published within fifteen months of the date when we both sign this agreement, all rights revert to you;
- (b) the right to combine the Work with other material as part of the Magazine and to publish, promote, market, display, and distribute the Work as part of the Magazine online format; the right to allow readers to download the Work to their computers; and
- (c) the right to place one print copy in an academic archive.

Does the AUTHOR allow the Work to be included in a sellable, print-edition of the magazine (please mark or circle one box below)?

Yes, TASM may print and sell the Work combined with other material as part of the Magazine.

No, TASM may not print and sell the Work combined with other material as part of the Magazine.

All copyrights retained as stated in Section “**Limitations On Scope of Grant, Copyright Notice, and Alteration of Text**”.

The publication and display rights described shall be exclusive up to when the Work is first published. After publication, TASM's right to the Work will become nonexclusive, unless the AUTHOR and TASM agree otherwise.

After one (1) year from the date of initial publication, the AUTHOR may terminate the grant of nonexclusive electronic rights and ask TASM to remove the Work from the magazine's web site and TASM agrees that it will comply within thirty (30) days of such request.

Payment

For rights granted to TASM in this Agreement:

- (a) TASM will pay the AUTHOR total \$20 USD for the Work;
- (b) payment will be made within sixty (60) days of the receipt by TASM of this Agreement executed by the AUTHOR; and
- (c) if the AUTHOR's Work has not been published within fifteen (15) months from the date of execution of this agreement, all rights revert to the AUTHOR.

Use Of Personal Information

Arising under and terminating with the grant of rights to the Work in this Agreement, the AUTHOR grants TASM the right to use the AUTHOR's name and biographical information in advertising, publicizing, and marketing the AUTHOR's Work and the Magazine. TASM shall use only the AUTHOR's name and biographical information provided and approved by the AUTHOR.

Warranty and Indemnity

This clause states the promises you make to us about the origin and contents of the Work, and your promise to stand behind it and indemnify TASM if there's a problem. This clause

indemnifies TASM against any consequences the AUTHOR may face in the event of an intentional breach of the terms of this contract.

The AUTHOR warrants that, as of the date of executing this agreement, they are the sole author of the Work; that they are the owner of all the rights granted to TASM hereunder and have 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 TASM and that to the best of the AUTHOR's knowledge the Work does not infringe upon any copyright or upon any other proprietary or personal right of any person, firm, or corporation.

The AUTHOR will indemnify TASM against any loss, injury, or damage finally sustained (including any legal costs or expenses and any compensation costs and disbursements paid by TASM) occasioned to TASM in connection with or in consequence of an intentional breach of one or more the foregoing warranties. TASM will add the AUTHOR to any insurance policy it may have which would insure against such loss, injury, or damage unless doing so is impractical. Legal representation and the decision to settle will be made in consultation between the AUTHOR and TASM, and neither may proceed without the approval of the other, not to be unreasonably withheld.

Employment

This clause establishes your status as an independent contractor for TASM.

The AUTHOR acknowledges that the AUTHOR is an independent contractor for all services performed under this Agreement. Nothing in this Agreement shall be construed as creating an employer/employee, principal/agent, or co-venturer relationship between the AUTHOR and TASM. Accordingly, no tax withholding shall be made from payments to the AUTHOR under this Agreement. The AUTHOR shall not be entitled to receive any employment benefits, including

without limitation vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability, or unemployment benefits.

Interpretation and Venue

This clause establishes the method and legal jurisdiction by which TASM will enforce the terms of this contract.

Regardless of its place of execution, this agreement shall be interpreted under the laws of the State of Maryland.

The parties agree that any action to enforce this Agreement shall first be pursued by mediation, and if an agreement cannot be reach, arbitration. If an agreement cannot be reached after both party's good faith attempts at mediation and arbitration, this Agreement shall be brought in the appropriate state or federal court in the State of Maryland, and that such court shall have personal jurisdiction over each of the parties.

Successors And Assigns

This clause allows us to assign the rights you grant to TASM under this agreement to someone or something else, as we might if, for example, we were to become part of another website.

TASM may not assign or in any way transfer this contract or the rights granted by it to another person or entity without first notifying the AUTHOR in writing and giving the AUTHOR sufficient time to review the assignation.

Amendment

This clause requires both of us to sign an amendment to change this agreement, and it also establishes which state's laws apply to this agreement.

This Agreement constitutes the entire Agreement between the parties, and supersedes all prior writings or oral agreements. This Agreement may be amended only by a written agreement clearly setting forth the amendments and signed by both parties.

Void Provision

This clause establishes when this agreement will be severed.

If any term or condition of this Agreement is found by a court of competent jurisdiction to be illegal, unlawful or otherwise unenforceable, the parties agree that such term or condition shall be reformed as nearly as may be possible to carry forth the intentions of the parties and that such illegality, unlawfulness or unenforceability shall not act to void any other term or condition of this Agreement nor to void the Agreement as a whole.

Acknowledgement

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

I agree to the terms stated in this Agreement

AUTHOR Signature

Date Signed

TASM Signature

Signed by Kevin M. Casin, Editor/Publisher

Tree And Stone Magazine, 8/6/2022.