

SEATTLE EROTIC FESTIVAL

LITERARY PUBLISHING AGREEMENT

| | | | |
|---------------------------------|--------------|--------------------|----------------|
| Author's Legal Name: _____ | | | |
| Pen Name (if applicable): _____ | | | |
| Address: _____ | | | |
| City: _____ | State: _____ | Zip: _____ | Country: _____ |
| Home Phone: _____ | | Cell Phone: _____ | |
| Email: _____ | | Web Address: _____ | |
| Title of Work: _____ | | | |

THIS PUBLISHING AGREEMENT is made this day ____ of _____, 2018 (“the Effective Date”), by and between the publisher, Foundation for Sex Positive Culture (“FSPC”), a Washington nonprofit corporation located at 1037 NE 65th St., #356, Seattle, Washington, 98117, and the author (“the Author”) named above.

RECITALS

- A. FSPC produces the event known as the Seattle Erotic Art Festival (“the Festival”) to be held from April 27 through April 29, 2018;
- B. FSPC desires to include the written work named above (“the Work”) in the 2018 Festival Anthology (“the Anthology”); and
- C. the Author desires to have his or her Work included in the 2018 Festival Anthology.

AGREEMENT

- 1. Author's Grant.** The Author hereby grants permission to print the Work in the 2018 Festival Anthology, to be published by FSPC.
- 2. Rights Purchased.** The use of the Work by FSPC entails the assignment of first publication rights, for publication in any language anywhere in the world. It is understood and agreed that FSPC may use this Work in the Anthology and reprints of it (including “Best Of” anthologies), as well as in other formats such as electronic book and audio formats. All other rights not specified here remain with the Author
- 3. No Competing Publication.** The Author agrees not to publish or permit others to publish the Work in any form prior to its publication in the Anthology, nor until 1 year after the Anthology is available for purchase.
- 4. Compensation.** For the rights granted to FSPC, the Author will receive a complimentary copy of the Anthology as well as the right to purchase unlimited copies at FSPC's cost. The Author will receive no other payment or royalties.
- 5. Representations and Warranties of Author.** The Author hereby represents and warrants the following:
 - a. The Author is the sole author of the Work and that no one has reserved the rights granted in this agreement.
 - b. The Work does not contain any libelous material and is not in violation of any rights of privacy or any

other rights of third persons.

- c. The Work does not violate any existing common law or statutory copyrights.
 - d. The Author agrees to hold FSPC harmless against any judgment finally sustained that the Work contains libel, plagiarism, and/or invasion of privacy.
- 6. Editing.** FSPC may make typographical corrections without the Author’s consent, however no substantive changes in content will be made without the Author’s consent.
- 7. Reversion Rights.** In the event that the Anthology has not been published by the close of the Festival (April 29, 2018), all rights in the Work revert to the Author, and the Author has the right to sell or arrange for publication of the Work in any manner.
- 8. Termination.** Either party may terminate this Agreement and withdraw the Work from publication at any time prior to March, 20, 2018, by notifying the other party in writing. When termination notice is received, FSPC will remove the Work from all versions of the Anthology. All rights in the Work will revert to the Author upon termination.
- 9. Governing Law; Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws principles. Any action to enforce, arising out of, or relating to any provisions of this Agreement will be brought and prosecuted in the Superior Court of King County, Washington.
- 10. Attorney’s Fees.** If any suit or other proceeding is brought under this Agreement, in addition to any other relief to which the successful or prevailing party (“the Prevailing Party”) is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party will pay, all reasonable attorneys’ fees and court costs of the Prevailing Party.
- 11. Entire Agreement.** This Agreement constitutes the complete and final agreement between FSPC and the Author, and may only be amended or modified in a writing signed by both parties.

THE PARTIES, intending to be legally bound, have executed this Agreement as of the date first indicated above.

THE FOUNDATION FOR SEX POSITIVE CULTURE

By:

Briana Jacobs
Literary Director

Author Signature