

ANTHOLOGIST CONTRACT POPCORN PRESS

AGREEMENT made as of _____
(date)

between _____ (the "Anthologist")
(name) (Social Security number)

of _____
(street) (city) (state) (ZIP code)

and POPCORN PRESS (the "Publisher") of P.O. Box 12, Elkhorn, WI 53121.

THE PARTIES HERETO AGREE AS FOLLOWS:

GRANT OF RIGHTS

1. The Anthologist hereby grants to the Publisher the following rights in and to the collection entitled:

(title)

throughout the world the nonexclusive right to print or otherwise reproduce, publish, distribute, and sell the Anthology in the English language in ebook and/or book form for 24 months following the final dated signature on this document. (The Publisher and the Anthologist understand that the copyrights of individual works in the Anthology belong to their creators, but the copyright for the Anthology as a collection belongs to the Anthologists. Popcorn Press has separately contracted with each Anthology author and Anthologist to obtain rights to his or her work, and Anthologists are not responsible for securing the rights from the Anthology authors.)

CONTINUANCE OR TERMINATION

2. Whenever this Agreement reaches its termination date, the Agreement and all conditions contained herein will automatically be renewed for a 12-month period unless the Anthologist has previously notified the Publisher in writing of a wish to terminate the Agreement. (The Anthologist recognizes that even if the Anthologist allows the continuation of the Agreement, the content of the Anthology may change due to the wishes of individual Anthology authors.) Popcorn Press reserves the right to sell existing print stock.

COPYRIGHT

3. The copyright for each work of fiction, nonfiction, or poetry within the Anthology remains with the individual authors of the works. The copyright for the collection as a whole and for all material created by the Anthologist remains with the Anthologist. The Publisher agrees to imprint the copyright notices authorized by United States copyright law in each copy of the Anthology distributed by the Publisher. The Anthologist agrees with respect to any rights reserved to the Anthologist hereunder to take all steps necessary to protect the copyright of the Anthology.

DELIVERY OF WORK

4. The Anthologist agrees to deliver to the Publisher, on or before _____ ("Delivery Date") a complete, readable digital file containing the Anthology, in form and content acceptable to the Publisher. In the event of the Anthologist's failure or inability to deliver a complete file of the

Anthology within 30 days after the Delivery Date, the Publisher may terminate this Agreement by written notice of termination.

REVISION AND EDITING OF WORK

5. The Publisher and Anthologist agree that the Anthology, upon delivery, should be ready for publication. However, the Publisher has the right, in its discretion, to request revisions of the Anthology, to be completed by the Anthologist within a reasonable time frame. The Publisher also has the right, in its discretion, to make editorial changes in the Anthology deemed necessary for publication, with the Anthologist's approval, which shall not be unreasonably withheld or delayed.
6. The Publisher will provide the Anthologist with page proofs of the Anthology for review prior to publishing. The Anthologist will read, correct, and return the page proofs within ten days of receipt. The cost of any Anthologist changes in the proofs in excess of three changes per page (on average) will be charged against the Anthologist's royalty account, except that the Anthologist will not be charged for corrections arising from the Publisher's error. If the Anthologist fails to read, correct, and return the manuscript and/or proofs by the deadline established above, the Publisher may proceed without the Anthologist's corrections, making whatever alterations or corrections it deems appropriate.

WARRANTY AND INDEMNIFICATION

7. The Anthologist hereby represents and warrants:
 - A. that the Anthologist has the full right, power, and authority to enter into this Agreement and to grant the rights herein granted;
 - B. that the Anthology and any material supplied by the Anthologist for use in connection with the Anthology do not and will not contain anything that is libelous, that infringes or violates any copyright, trademark, right of privacy, or other right of any kind of any person or entity or the publication of which will otherwise give rise to a legal cause of action; and
 - C. that neither the Anthologist nor any of the Anthologist's representative has given or will give the Publisher any document concerning the Anthology or any other work by the Anthologist that the Anthologist and/or the Anthologist's representative knows or should know is false or materially misleading.
8. The Anthologist will indemnify and hold the Publisher and its licensees, successors, and assigns, and its and their distributors, customers, officers, directors, members, employees, and agents, harmless against any expense (including, but not limited to, reasonable attorney's fees and disbursements) or judgment, settlement, or other liability arising out of any claim or legal proceeding asserting claims contrary to any warranty or representation made by the Anthologist in this Agreement (a "lawsuit").

CHARGES, ADVANCES, AND DEEP DISCOUNT

9. The Publisher will not charge the Anthologist for any of the editing, production, design, or promotion of the Anthology (except for excessive Anthologist corrections, as outlined in Item 6 above), but neither will the Publisher pay the Anthologist any advance for the publication of the Anthology. The Anthologist will receive a royalty on copies sold according to the information in Items 11 through 14 below.
10. The Anthologist (and other volume buyers) may purchase print-on-demand copies of the Anthology (and of other Popcorn Press print books) at a deep discount of 40 percent off the cover price.

ROYALTIES, REPORTS, AND PAYMENTS

11. The Publisher agrees to pay the Anthologist the Anthologist's Percentage of a royalty of 25 percent of the Selling Price (the total amount received by the Publisher minus shipping and handling) for any edition of the Anthology sold by the Publisher, except editions sold to the Anthologist at the Anthologist's deep discount rate. The Anthologist and Publisher recognize that the Selling Price of the work may not be the same as the cover price, due to deep discount buyers.

12. The Anthologist's Percentage is a fraction, the numerator of which is 1 and the denominator of which is the number of Anthologists plus the number of authors.
13. After publication of the Anthology, the Publisher will render semi-annual statements on April 30 and October 31 each year in accordance with the Publisher's regular accounting practices, showing amounts earned by the Anthologist hereunder for the periods of July 1 through December 31, and January 1 through June 30, respectively, as royalties. Each statement will be accompanied by payment of the amount shown to be due thereon.
14. The Anthologist or a certified public accountant hired by and paid for by the Anthologist shall have the right, upon reasonable notice during usual business hours but not more than once in any 12-month period, to examine the books of the Publisher at the place where the same are regularly maintained insofar as they relate directly to the sales of the Anthology.

MANDATED PUBLICATION

15. The Publisher agrees to publish and commence distribution of the Anthology within 12 months after the acceptance of the complete Anthology. The Publisher has the right to make the final decision on the title, cover art, and cover copy. The publication will be in a format determined by the Publisher acting in its sole discretion. All decisions regarding the retail price and all other matters involving terms of sale, distribution, advertising, and promotion of the Anthology shall also be within the Publisher's sole discretion.

GOVERNING LAW

16. This Agreement, and the rights and liabilities with respect to this Agreement and its subject matter, shall be governed by the laws of the State of Wisconsin and the United States applicable therein without reference to the principles of conflicts of law thereof.

ENTIRE AGREEMENT AND CAPTIONS

17. This Agreement constitutes the entire agreement between the Publisher and the Anthologist concerning its subject matter. This Agreement cannot be cancelled, amended, or modified, nor may any of its provisions be waived, except in writing signed by the party (or his or her or its duly authorized agent) against whom such cancellation, amendment, modification, or waiver is to be enforced. In no event will the Publisher be liable to the Anthologist for any consequential or incidental (as opposed to direct) damages or for any exemplary or punitive damages. This Agreement creates an independent contractor relationship between the Anthologist and the Publisher; it does not create, and shall not be construed as creating, a partnership or joint venture between the Anthologist and the Publisher. This Agreement is not binding on the Publisher, and the Publisher is not obligated with respect to the Anthology, unless and until this Agreement is executed by the President of the Publisher.
18. The captions of the various paragraphs of this Agreement (and subdivisions thereof) have been inserted only for the purpose of convenience; such captions are not part of this Agreement and shall not be deemed, in any manner, to modify, explain, enlarge, or restrict any of the provisions of this Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

 ANTHOLOGIST

 ANTHOLOGIST'S SOCIAL SECURITY (OR TAX I.D.) NUMBER

POPCORN PRESS

By: _____