

This contract is made between Jacob D. Freivald, whose address is 10 Ridgeview Avenue, West Orange, NJ 07052, hereinafter referred to as the PUBLISHER, and _____, whose address is

hereinafter referred to as the AUTHOR.

The parties agree as follows:

Author's Grant.

1. The Author grants permission to include his/her story entitled " _____ ", a work of about 1000 words, hereinafter referred to as the WORK, in *Flash Fiction Online*, a web-based periodical publication ("e-zine") that does not bear an International Standard Serial Number (ISSN) number.

Rights Purchased.

1(a). This use of the Work by the Publisher entails the assignment of First Electronic rights for publication in the English language on Flash Fiction Online's Web site, currently located at flashfictiononline.com. The publisher may, but is not required to, distribute the Work through Flash Fiction Online's Web site indefinitely.

First electronic rights is defined here as the first publication of the Work on an electronic forum (Web site, news group, email newsletter, etc.) in any electronically distributed form (HTML, PDF, text, etc.) for distribution to end consumers (as opposed to distribution for critiquing and other ordinary parts of the development process). Although the Publisher is only buying electronic rights, the Author agrees not to publish the Work through other means until after the Publisher has exercised or forfeited these rights as outlined in this contract.

The Publisher may create electronic versions of the Work in multiple formats, including but not limited to HTML, PDF, and plain text files. The Publisher may also create a spoken-word version of the Work for distribution as an audio file.

1(b). The Author grants to the Publisher non-exclusive world anthology rights. "Anthology" shall be defined as any collection bearing an International Standard Book Number (ISBN). It is understood and agreed that the Publisher may use this Work only in an anthology that primarily or exclusively contains other works that have appeared in Flash Fiction Online prior to the anthology's publication. The Publisher is not obligated to create such an anthology.

1(c). It is also understood and agreed that the Publisher may use this Work only in the above-mentioned e-zine and anthology, and that all rights not expressly granted herewithin reside exclusively with the Author.

Payments and Royalties.

2. For the rights granted to the Publisher above in 1(a) and 1(b), the Author will receive a payment in the sum of \$50, which will be paid within thirty (30) days of the publication of the Work to Flash Fiction Online's Web site.

The author shall also receive a pro-rata share (defined as a comparison of the word count of the author's story compared to the word count of the anthology as a whole) of 50% of the royalty earnings of the anthology. The anthologist or editor will provide the author with copies of any royalty statements.

Access to Records.

3. In the event of Publisher's failure to make timely payment, the Author may have access in person or the Author's agents or by power of attorney to all financial records of the Publisher upon presentation of a copy of this agreement to the appropriate location of said records.

Author's Warranties and Indemnities.

4. The Author represents and warrants that he/she is the sole author of the Work, that the Work is original, and that no one has reserved the rights granted in this agreement. The Author also represents, to the best of his/her knowledge, that the Work does not contain any libelous material.

No Competing Publication.

5. The Author agrees not to publish or permit others to publish this Work in any form prior to its publication and appearance in the above-named magazine.

Author's Copies.

6. If the Publisher creates an anthology that contains the Work as described in 1(b), the Publisher agrees to provide the Author with one complimentary copy of the anthology upon publication. If the Publisher, using reasonable effort, cannot determine the Author's address at the time of publication, this requirement will be eliminated.

Changes in Text or Title.

7. The Publisher will make no major alterations to the Work's text or title without the Author's written approval. The Publisher reserves the right to make minor copy-editing changes to conform the style of the text to its customary form and usage. To ensure that no such changes are made without the Author's approval, the Publisher will furnish the Author with electronic proofs or word processing files of the Work in advance of publication. Author agrees to return such proofs with corrections in not more than ten (10) days from receipt thereof.

Reversion of Rights and Withdrawal of Offer to Publish.

8(a). In the event that the Work is not published in the e-zine as described in 1(a) within 18 months of the signing of this agreement, these rights revert to the Author, and the Author has the right to sell or

arrange for publication of the above-named Work in any manner. The Author shall keep any payments made by the Publisher to him/her.

8(b). In the event that the Work is not published in the anthology as described in 1(b) within 36 months of the signing of this agreement, these rights revert to the Author. The Author shall keep any payments made by the Publisher to him/her.

8(c). In the event that a copy of the counter-signed agreement is not returned to the Author within thirty (30) days of signing by the Author, or that payment is not made as specified in section 2, the Publisher's offer to purchase the Work shall be considered withdrawn.

Copyright.

9. The Publisher agrees to list a proper copyright notice for the Work in the name of the Author at least one time in each electronic and print format, and to take all reasonable steps to protect the Author's copyright in the United States, and in the International Copyright Union.

Author's Credit.

10. The Author will be credited at the beginning of the story and in tables of contents as

_____.

Venue.

11. This agreement shall be deemed executed under the laws of the state of New Jersey. New Jersey state law shall be the applicable law of this agreement.

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

In witness whereof the parties have executed this contract in duplication originals on this ____ day of _____, 2008.

Author or Author's agent

Date

Author/Agent Social Security or Tax ID Number

Address for payment, if other than Author's address.

**Jacob D. Freivald
Publisher
Flash Fiction Online**

Date

Please sign and return all copies. One copy signed by all parties will be returned for your files.