

Thrill Ride - the Magazine

MEMORANDUM OF AGREEMENT

This contract is made between Buchman Bookworks, Inc., PO Box 434, Gloucester, MA 01931, hereinafter referred to as the PUBLISHER, and _____ hereinafter referred to as the AUTHOR.

RECITAL

M. L. 'Matt' Buchman Presents: Thrill Ride - the Magazine, hereinafter the MAGAZINE, is a quarterly publication by the Publisher through Kickstarter and follow-on sales through a distributor (anticipated to be Draft2Digital or Pubshare) hereinafter referred to as the DISTRIBUTOR. All issues will be paid by royalty share as detailed below.

AGREEMENT

The parties agree as follows:

1. This agreement includes the following IP (story, poetry, graphic, webcomic, etc), hereinafter the WORK, and its anticipated publication issue:

Issue	Work Title	Shares
#1 Spring		
#2 Summer		
#3 Fall		
#4 Winter		

2. The Author grants permission to include his or her Work in the Magazine.
3. RIGHTS: This use of the Work by the Publisher entails the assignment of First World Rights for publication in the English language in ebook, print, and audio.
 - (a) The Author agrees not to publish or permit others to publish the Work in *any* form prior to its publication in the Magazine or for a period of three (3) months after the initial release without the prior written permission of the Publisher.
 - (b) The Author further grants the Publisher the nonexclusive right to use the Work in the edition as long as the Magazine remains in print.
 - (c) The Author further grants to the Publisher the additional, nonexclusive right to create future "Best of" or similar collections consisting of material which appeared in the Magazine.
 - (d) The Author further grants to the Publisher the nonexclusive right to excerpt up to 10% of the Works in non-book printed materials, blogs, social media posts, and other mediums for the sole purpose of promoting the Magazine.
 - (e) The Author further grants to the Publisher the sole right to remove a Work from an issue at a later date and republish that issue of the Magazine with that Work no longer included, as circumstances warrant. Payment shares would then be

adjusted accordingly. The Publisher retains the right to remove the Author from any unpublished issues and may refuse to accept any future submissions.

- (f) Even if the Publisher does not exercise audio or print rights within the 90-day exclusive period after publication of the story in the Magazine, the non-exclusive rights are retained by the Publisher.
4. REVERSION OF RIGHTS: All rights, except non-exclusive rights as noted in Rights above, will revert three (3) months after initial publication date. “Initial publication” being defined as the date on which the publication or release is made available to the public individually (not including the crowdfunding campaign). If the Publisher fails to publish the Work within 18 months of the date of this Agreement, all rights granted hereunder shall immediately revert to the Author. In such an event, the Author shall retain any payments made under this Agreement prior to such reversion.
5. CLOSURE: The Publisher reserves the sole right to close and unpublish the Magazine at any time.
 - (a) At Closure, all rights will automatically revert.
 - (b) No new issues planned does not constitute Closure.
 - (c) If gross annual sales of all back issues and crowdfunding efforts combined falls below \$1,000, the Publisher agrees to Closure and will revert all rights within thirty (30) days of that year end.
 - (d) All monies paid to Authors are to be retained by Authors.
6. SHARES: The Magazine pays on a per share basis determined as follows:
 - (a) Net income is the total income received after: Kickstarter, credit card, and Distributor fees, and at-cost print copies (print shipping will be charged to the individual KS backers) hereinafter referred to as NET.
 - (b) The Publisher will receive 25% of Net. Costs of editing, cover, design, layout, accounting, and audio production will be paid from this share.
 - (c) Shares are granted as follows:
 - i. Story <2,500 words or poetry = 1/2 share
 - ii. Story 2,500 – 10,000 words = 1 share
 - iii. Introductory Essay (presently by editor) = 1 share
 - iv. Webcomic = 1 share
 - v. Graphic Novella = 4 shares if spans 4 issues (max 12 panels/issue)
 - vi. *See also below: Kickstarter Exclusives*
 - (d) From the Kickstarter, each Author will be paid a percentage of the 75% of Net that is equivalent to: their total shares / total shares in all issues combined.
 - (e) From Distributor sales, each Author will be paid a percentage of the 75% of Net that is equivalent to: their total shares for that issue / total shares in that issue.
7. PAYMENTS: For the rights granted to the Publisher above in Clauses 1, 2, and 3, the Author will be compensated per the Shares schedule above as follows:
 - (a) Kickstarter funding: net 30 after Kickstarter distributes funds to Publisher.
 - (b) Distributor sales: per the Distributor’s standard payment schedule directly to the individual’s account. The Author agrees to create an account at the Distributor chosen by the Publisher to facilitate payments.
 - (c) Future compilation sales: per the Distributor’s standard payment schedule directly to the individual’s account.

- (d) Audio sales (until a royalty splitting distributor steps up): annual for individual amounts >\$25, semi-annual for individual amounts >\$500. Amounts less than \$25 annually will be applied to future advertising by the Publisher or rolled into the next year's Kickstarter payment pool.
8. KICKSTARTER EXCLUSIVES:
- (a) Reprint anthologies: Each contracted Author may submit a reprint story for possible inclusion in a Stretch Goal reward anthology (inclusion is solely at the Publisher's discretion). These anthologies will be available only as a Kickstarter Exclusive Rewards. The Publisher will take non-exclusive, one-time world publication rights in e-book only. The Author will be paid an additional 1/4 share of net income from Kickstarter. It will not alter their per-issue share for any on-going sales.
 - (b) Tuckerization (renaming a character in your story as a backer award and perhaps adding a few personal traits): Authors willing to do this will so indicate prior to the Kickstarter. They will be paid an additional 1/4 share of net income from Kickstarter. It will not alter their per issue share for any on-going sales. Publisher will be responsible for obtaining a signed release and a brief survey from the backer.
9. PROMOTIONS: The Author agrees to perform *all* of the following promotions at a minimum:
- (a) Two promos for the Kickstarter: at the launch and at least three (3) days before the closing date. If the Author fails to perform *and* report the required Kickstarter promotions, the Publisher reserves the right to remove their titles from all issues and revert the rights prior to publication. If Publisher exercises this right, no shares of Kickstarter funds or any subsequent earnings for the issue they were planned to be in are due to the Author.
 - (b) Two promos must be done for each Issue of the Magazine in which the Author has a Work: within two (2) weeks prior to launch for the pre-order and within the first three (3) days after the issue's release date.
 - (c) If Author is included in a Future Compilation, they agree to perform and report one (1) additional promotion within five (5) days before or after the release date.
 - (d) These promotions may take any reasonable form: newsletter blasts (personal or paid), podcasts (personal or guest), paid ads, social media push, guest blogs, etc.
 - (e) All promos must be reported to the Publisher (an e-mail sent to submissions@buchmanbookworks.com with the subject line: *Your Last Name-Issue #-Promo done*). No further reporting detail is required. Two reminders will be sent: one a week before each relevant date and one on the date.
 - (f) Failure to perform *and report* all promotions may bar the Author from all future issues.
10. The Author grants Publisher the right to use the Author's name, image, likeness, and biographical material for all advertising, promotion and other exploitation of the Work. The Author shall provide the Publisher with a photograph of the Author and appropriate biographical material for such use.
11. All rights not expressly granted by the Author are reserved by the Author.

12. 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 or entity; 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.
13. 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 and which the Publisher is not able to recover under its insurance policies.
14. The Publisher will make no alterations to the Work's text or title without the Author's written approval in e-mail or hardcopy. The Publisher reserves the right to make minor stylistic changes to conform with the Magazine's style and fix minor typos.
15. The Publisher agrees to list a proper copyright notice for the Work in the name of the Author on an appropriate copyright page.
16. The Author will be credited on the table of contents page and at the beginning of the Work.
17. Regardless of its place of execution, this agreement shall be interpreted under the laws of the State of Massachusetts.
18. The parties acknowledge that each party has read and understood this contract before execution.

Author:

Address:

SSN or EIN:

Payment to (PayPal [fees may apply] or Zelle e-mail registration, or mail-to address for check):

Date:

Publisher:

Date: