

KYSO Flash Publishing Agreement

1. This Agreement is made between [name of Author] [email address], and Clare MacQueen of *KYSO Flash*, the Publisher [email address] with respect to the original Work: “[title].”
2. Author grants permission to Publisher to include his/her Work in Issue [#] of the online literary journal, *KYSO Flash* (<http://www.kysoflash.com>), scheduled to launch no later than [date], for worldwide publication online in the English language.
3. Publisher reserves the right to publish Work as accepted, meaning that any subsequent requests for revisions by Author are not guaranteed approval, though the Publisher is open to discussion of proposed revisions.
4. Publisher agrees not to make substantive alterations to text or title of Work without Author’s written approval in e-mail.
5. Author grants to Publisher the following Publication Rights:

A. Exclusive First Worldwide Electronic Rights in the English language for a period of [# of weeks or months] beginning from date of acceptance of Work, which was [specific date].

- Author agrees not to publish or permit others to publish accepted Work in any form, whether print, spoken-word (such as public readings of poems), or electronic (including author websites and blogs, as well as social media), prior to its publication in *KYSO Flash*, and for a period of one day (24 hours) after publication in *KYSO Flash*, without prior written permission of Publisher. Again, projected publication date is no later than [date].
- However, if Work is selected for a “Best of” Anthology, Publisher agrees to waive this requirement, provided Author gives Publisher prior written notice of selection by such an Anthology. If such Work is later re-printed in another publication, Publisher requests that written credit be given as described below. Author retains all other rights in such case.
- Rights to reprint Work revert to Author one day (24 hours) after Work is first published in *KYSO Flash*. Author is then free to publish Work elsewhere, while Publisher also retains rights to reprint and/or electronically publish the Work; including the right to feature in future issues of *KYSO Flash* any Work first published therein which also wins prizes such as the Pushcart, and in publications promoting the website for the lifetime of *KYSO Flash*.
- When reprinting Works first published in *KYSO Flash*, publishers are asked to obtain permission from the Author and to credit *KYSO Flash* for first publication.

B. Non-Exclusive Internet Archival Rights for an indefinite time, in order to include published Work in online archives.

- Publisher agrees to “stand by the Work,” meaning that Works in general will not be removed from Archives, but will remain there as elements of Authors’ publication portfolios. Publisher agrees not to “un-publish” this Work, unless it’s later determined to be libelous, plagiarized, or otherwise in breach of this Agreement.

C. Non-Exclusive World Anthology Rights to reprint in the English language, in electronic and hard-copy forms, any original Works first published in *KYSO Flash*. Rights are retained for an indefinite time for potential e-book and hardcopy anthologies and promotional materials.

- Author may submit this Work to other anthology markets beginning one day (24 hours) after its date of publication in *KYSO Flash*.

- Author agrees that when this Work appears in any other book, whether composed entirely of Author’s own Works or not, *KYSO Flash* will be credited as first publisher, and that Work will be cited with its full title as published in *KYSO Flash*.
 - Author agrees that if this Work is used as the basis of a book (whether print or electronic), a film, a video, a TV or radio presentation, or any future digital media, then full credit will be given to *KYSO Flash* as first publisher of the Work.
6. Volume 3 of the annual *KYSO Flash Anthology* is scheduled for publication in December 2016, in soft-cover. If this Work is selected to appear in that book, then Author will receive one complimentary copy.
 7. Copyright always remains with Author, who will be credited on the Table of Contents page in *KYSO Flash* online, and at the beginning of the Work. If Work is later reprinted in the *KYSO Flash Anthology*, Publisher also agrees to list copyright credit on appropriate page(s).
 8. Author warrants that:
 - He/She is sole author of the Work.
 - The Work is original, and has not been previously published elsewhere, including on author websites and blogs, social-media sites such as Facebook and Twitter, or in public-access online forums.
 - The Work is not in the public domain.
 - He/She has the right to transfer rights granted in this Agreement to Publisher.
 - He/She has obtained and documented appropriate permissions for use of third parties’ copyrighted, or otherwise protected, material.
 9. Author further warrants, to the best of his/her knowledge, that this Work:
 - Is not libelous.
 - Does not infringe any copyright.
 - Does not invade any privacy and publicity rights.
 - Does not infringe any other intellectual property, proprietary, and personal right of any person, firm, or corporation.
 10. Author agrees to hold Publisher harmless against any judgment finally sustained in a court of law that Work contains libel, plagiarism, copyright infringement, and/or invasion of privacy.
 11. Regardless of its place of execution, this Agreement shall be interpreted under the laws of the State of Washington, USA.
 12. Each party acknowledges having read and understood this Agreement. Electronic signatures are valid and binding.

Electronic Signature of Author/Artist

Date of Signature

Electronic Signature of Publisher

Date of Signature