

EMPYREOME PUBLISHING AGREEMENT

This agreement is made on **DAY MONTH, YEAR** by and between:
AUTHOR_NAME ("Author") AND **RANDALL W. HULSHIZER** ("Publisher")

This agreement concerns "**STORY_TITLE**", a written work of fiction of approximately **COUNT** words owned by the Author, heretofore referred to as "**Story**"; and **Empyreome**, an online publication.

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By signing this agreement, the Author grants the Publisher rights to include the Story in Empyreome in electronic form in the English language. These rights shall include First World English Rights and First Electronic Rights, with no exclusivity following publication. The Publisher also reserves the right to archive the story, without exclusivity, on its website in perpetuity or until such time as the Publisher chooses to remove it.

Payment by Publisher

The Publisher agrees to pay the Author the sum of **\$AMT** in U.S. dollars by PayPal within fifteen (15) days of publication (expected **MONTH DAY, YEAR**) of the Story. The Author may choose to waive payment in support of Empyreome:

I _____ (initials), the Author, waive payment for my story.

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The Publisher will make no alterations to the Story's text or title without the Author's written approval via e-mail. In the case that the Publisher deems alterations necessary, if no satisfaction can be reached between Author and Publisher, this Agreement shall be void, and all rights in the Story shall return immediately to the Author.

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The Author grants the Publisher the right to use the Author's name, photograph (if provided), and biographical material in connection with publication and/or promotion of the Story.

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The Author states that: 1) The Author is the sole creator and owner of the Story; 2) The Story has not previously been published in whole or in part in any medium; 3) The Story does not, and, if published, will not, infringe upon any proprietary right at common law, or any statutory copyright, or trademark right, or any other right of any third party; 4) The Story does not infringe upon any registered or unregistered copyright; and 6) The Story is not in the public domain.

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The Author agrees to hold the Publisher harmless from any claims, demands, suits, actions, proceedings or prosecutions occasioned to the Publisher in connection with or in consequence of any breach of the Author's warranty stated above, including any liabilities, losses, expenses, or damages.

Electronic Signature

By typing their names below, the Author and the Publisher agree to electronic signature of this Agreement, and further consent to be bound by its terms and conditions as if the Agreement had been manually signed. The Author further warrants that no certification authority or other third party verification is necessary to validate their electronic signature.

The undersigned agree to the terms specified above.

Publisher

Date

Author

Date