



Congratulations! Your work has been chosen for Ink Pot’s print journal. Please download TWO copies of this contract. Sign both. KEEP one, and send one to:

Lit Pot Press, Inc.
3909 Reche Rd. #96
Fallbrook, CA 92028

We will sign Page 3 and return it to you upon receipt.

LIT POT PRESS, INC. AGREEMENT, dated _____ between the parties:

Lit Pot Press, Inc. (aka Literary Potpourri, Ink Pot, Lit Pot Press, Inc., the “Publisher”), and
_____ (the “Artist”),

when signed below by the parties, has been entered into as a legally binding agreement with regard to the use of the Artist’s work entitled

_____ (the “Work”) by the Publisher:

1. The Artist sells, grants, assigns, and transfers to the Publisher the following rights to the Work for consideration, the sufficiency of which is hereby acknowledged, including the payment set forth in Section 3 of this Agreement and the Publisher’s agreement to publish the Work as provided herein:

- a. Non-exclusive worldwide rights to publish and distribute the Work in Ink Pot, a print bi-annual journal published by the Publisher.
- b. Non-exclusive rights to publish the Work on Publisher’s website and in any future print anthology including without limitation such possible future Lit Pot Press, Inc. published books such as “The Best of Ink Pot,” “Debuts,” or any other related book of Ink Pot/Lit Pot past contributors. Two copies of any such books will automatically be paid to the Artist. Publisher can indefinitely continue to archive work, re-use, re-feature or refreshen its website with Work at will.

2. The Publisher, as its only and final compensation to the Artist for the rights as described in paragraph 1, above, agrees to pay the Artist:

- a. a one-time payment of US \$20.00 for visual arts essays, \$5 per single images.
- b. OR 2 Copies of the Ink Pot issue in which the Work appears;
- c. OR 1 copy of the Ink Pot issue (the “Gift Option,” as described in the Submission Guidelines at the Ink Pot Website, which donates one copy back to Lit Pot Press, Inc.).

Artist’s Choice (a, b, c): _____ Artist’s initials: _____ **Choose!**

3. The Artist hereby certifies that the following statements are true:
- a. The Artist is the sole artist of the Work and owns the rights which the Publisher is purchasing through this Agreement (except for any material from previously copyrighted works identified in accordance with item 3.d, below);
 - b. The Artist has the full power and authority to make this Agreement and to sell, grant, assign and transfer the rights granted herein;
 - c. The Work does not contain any scandalous, libelous, defamatory, or unlawful matter;
 - d. The Artist has presented to the Publisher, in writing, permission to use any statements, quotes, or other material included in the Work that have been copied from any other Work, book, song, or any other published or unpublished work of which the Artist does not own the copyright.
5. The Publisher is not liable to the Artist or any third parties for any compensation related to the Work, or its publication in the Publisher's website, or any actions arising out of such publication or failure to do so, beyond the specific terms of this Agreement.
6. This Agreement will be governed by the substantive laws of California. Any litigation arising from or relating to this Agreement will be filed and prosecuted before any court of competent subject matter jurisdiction in San Diego, California. Artist consents to the personal jurisdiction of such courts, stipulates to the convenience, efficiency and fairness of proceeding in such courts, and covenants not to allege or assert the inconvenience, inefficiency or unfairness of proceeding in such courts, or to otherwise contest the jurisdiction of the Courts of California. Artist agrees that any action initiated by Artist in connection with this Agreement shall be brought in a court of competent jurisdiction in San Diego California. This Agreement may be executed in counterparts with the same force and effect as if each of the signatories had executed the same instrument and by electronic signature in conformity with applicable federal law and the laws of the State of California.

This contract is for reproduced images of:

ORIGINAL PHOTOS___ **DRAWINGS/PAINTINGS**___ **OTHER VISUAL ARTS (DESCRIBE)**_____

IN WITNESS WHEREOF, the parties hereto have made, entered into and executed this Agreement as an instrument under seal as of the date first written above.

LIT POT PRESS, INC.

 Beverly Jackson
 Publisher
 3909 Reche Rd. #96
 Fallbrook, CA 92028
 760-731-3111

ARTIST

 (sign)_____

 (print name)_____

 (Artist mailing address)_____

 (telephone)_____