



**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 “Author”),

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

\_\_\_\_\_  
(the “Work”) by the Publisher:

1. The Author 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. Exclusive worldwide English language rights to publish and distribute (also see 1.c, below) the Work in Ink Pot, a print biannual journal published by the Publisher.
- b. Non-exclusive rights to publish the Work 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 Author. The Author may sell the Work to other anthology markets but not any electronic anthologies prior to the expiration of the exclusivity period described in Appendix A: Rider Concerning Electronic Rights.
- c. The right to distribute the Work also allows the Publisher to:
  - i) share the Work with websites, selected by the Publisher, in its sole discretion, as long as the Work is presented in Ink Pot format for the purpose of providing a wider exposure to the Publisher and the work of its authors. “Ink Pot Format” is defined as: Ink Pot’s logo, or other form of appropriate credit or acknowledgement, as defined (without limitation) at Paragraph 2, must appear on the webpage, as well as the Author’s byline, and a link back to Publisher’s website(s) and the Author’s bio; and

ii) distribute the Work or samples of the Work via e-mail. for the purpose of providing a wider exposure to the Publisher and the work of its authors.

d. All exclusive rights granted Publisher shall expire if not exercised within the next two issues of Ink Pot, **not** including the issue currently in process at time of this Agreement. (Issues come out in Spring and Autumn, biannually).

2. If the Work is published in or distributed to any other medium, whether in electronic, print, or other form, subsequent to the expiration of the exclusive period for publication in Ink Pot or the Publisher's websites associated with Ink Pot (contingent on execution of Appendix A: Rider Concerning Electronic Rights), the Author agrees to use best efforts to ensure that the Publisher is appropriately credited as the original source of publication. Appropriate forms of crediting include written mention of the Publisher's name and its web address (www.litpotpress.com), a link to Publisher's website, and credit for inclusion in any electronic or print anthology or collection in which the Work may appear pursuant to paragraph 1.d.

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

a. a one-time payment of US \$20.00 for short stories, creative nonfiction and visual arts essays, \$10 for flash fiction, \$5 per poem and single photos.

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.).

Author's Choice (a, b, c): \_\_\_\_\_ Author's initials: \_\_\_\_\_ **Choose!**

and

d. Fifty-percent (50%) of any fee the Publisher obtains from distributing the Work with other website(s) or print media, (exclusive of Ink Pot) per the rights granted in paragraph 1.c, above, net of ordinary costs associated with the negotiation and implementation of distribution arrangement. No payment will be due the Author if the Publisher's applicable distribution arrangement does not involve monetary compensation. The timing of this payment to the Author will be determined by the Publisher, but will be issued no later than six months from the date when the other website or print media makes payment to the Publisher.

Unless otherwise specified herein, the Publisher is not responsible for any expenses or other costs the Author may have incurred in the writing or delivery or editing of the Work.

4. The Author hereby certifies that the following statements are true:

a. The Author is the sole author 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 4.d, below);

b. The Author 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 Author 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 Author does not own the copyright.

5. The Publisher is not liable to the Author 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. Author 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. Author agrees that any action initiated by Author 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:**

**SHORT STORY**\_\_\_ **FLASH FICTION**\_\_\_ **POETRY**\_\_\_ **NONFICTION**\_\_\_

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

**AUTHOR**

(sign)\_\_\_\_\_  
(print name)\_\_\_\_\_  
(author mailing address)\_\_\_\_\_  
\_\_\_\_\_  
(telephone)\_\_\_\_\_

Please sign and return Appendix A: Rider Concerning Electronic Rights if you wish the Work to be considered for inclusion on the Ink Pot Website. If we do not receive this rider, we will not consider the Work for *Hot Pot*, *Pot de Crème*, or any other website feature. Signing the rider does not suggest or guarantee that the Work will be chosen for website publication.

\_\_\_\_\_ **I am signing Appendix A and returning it with the contract.**

or

\_\_\_\_\_ **I am NOT signing Appendix A.**

## Appendix A

### RIDER CONCERNING ELECTRONIC RIGHTS

*In addition to the print contract accompanying this Rider*, Publisher retains exclusive electronic rights for 6 months (180 days) after the publication date of the book in which the Work appears, which date shall be solely determined by the Publisher. Within 60 days of book release, Publisher will decide which Work will be reprinted electronically on the Ink Pot website. At the end of that 60 day period, electronic rights for all work not selected for Ink Pot website publication will be released back to the author. Publisher will notify author by email if the Work has been chosen.

The Author will not publish the Work in any other Internet website or any other form of electronic media during the waiting period.

If the Work is chosen for Pot de Crème or Hot Pot (or any other website feature) Publisher reserves electronic rights until the Work is reprinted on the website and for a period of 14 days while it showcases.

Thereafter, Publisher reserves non-exclusive electronic rights to publish and distribute the Work indefinitely on Publisher's website, examples to include the right to archive the Work on the Publisher's website and to re-use, re-feature, re-freshen the Work on the website, as in "a retrospective" or "award nominations" or, in the case of graphics, to enhance Publisher's website.

**Please sign and return Appendix A: Rider Concerning Electronic Rights**, if you wish the Work to be considered for inclusion on Publisher's website. If we do not receive this rider, we will not consider the Work for Hot Pot, Pot de Crème, or any other featured work Publisher may exhibit.

Signing the rider does not suggest or guarantee that the Work will be chosen for website publication.

**AUTHOR** (sign here)\_\_\_\_\_