

# After Dinner Conversation

publishing agreement

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## Contract Insert Terms (To Save Time)

AUTHOR NAME = Zen Dochterman  
AUTHOR EMAIL = zendochterman@gmail.com  
STORY NAME = The Compelled  
PAY AMOUNT = \$30.00  
AGREEMENT DATE = 12/6/2023

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This contract is made between After Dinner Conversation, Inc., hereinafter referred to as the PUBLISHER, and **AUTHOR NAME** whose address is

\_\_\_\_\_, phone: \_\_\_\_\_, e-mail: **AUTHOR EMAIL** hereinafter referred to as the AUTHOR.

The parties agree to the following:

### AUTHOR'S GRANT

**1** The Author grants permission to include his/her short story, "**STORY NAME**" hereinafter referred to as the Work, in AFTER DINNER CONVERSATION publications, including, but not limited to an electronic format series, a print-on-demand publication series, audio publications, podcasts, magazines, or short story collection anthologies.

### RIGHTS PURCHASED

**2(a)** This use of the Work by the Publisher entails the assignment of English Worldwide rights, for publication in the English language in a Print-On-Demand or Print-Run volumes, print literary magazine, themed anthologies, "Best of" anthologies and other anthologies, audio publications, teaching materials, on the World Wide Web and in all Downloadable Electronic Formats (including ebooks and emagazines). The Publisher may use this Work in any "After Dinner Conversation" publication or in syndication in other publications under the "After Dinner Conversation" and authors name, and may use it in as many "After Dinner Conversation" publications as it wishes. All rights not expressly granted herein remain with the Author.

**2(b)** By way of example, to the best of our knowledge, at the time of this contract, the monthly digital magazine is published with (at least) the following distribution outlets, Zinio, Exact Editions, Readly, Amazon (digital and POD), Barnes and Noble, Apple, Kobo, Tolino, Bibliotheca, Scribd, Thalia, Vivlio, Smashwords, Borrowbox, Walmart.com, Odilo, Gardners, Palace Marketplace, Substack, Overdrive, Libby, and Hoopla. It is also published to our direct website subscribers via both digital and print monthly subscriptions and is available for order through independent bookstores.

### PAYMENT

**3(a)** For the rights granted to the Publisher above, the Author will receive **PAY AMOUNT** which will be paid within five days of contract signing.

**3(b)** For the rights granted to the Publisher above, the Author will receive no additional royalty payments of any kind beyond that outlined in 2.

## **WARRANTIES AND INDEMNITIES**

**4** The Author warrants that he/she is the sole author(s) of the Work, that the Work is original, and that no one has reserved the rights stipulated in this agreement. The Author also warrants, to the best of his/her knowledge, that the Work does not contain any libelous material, is not in violation of any rights of third persons, including privacy rights, does not violate any existing common law or statutory copyrights, and has not been published before in a publicly available format. The Author shall hold harmless and indemnify the Publisher from any recovery sustained through any breach of these warranties. These warranties of the Author, as well as the duty of the Author to hold harmless and indemnify the Publisher, shall survive any breach or termination of this agreement.

## **NO COMPETING PUBLICATION**

**5(a)** The Author agrees not to publish or permit others to publish this Work in any form within three years after its appearance in AFTER DINNER CONVERSATION without written permission from the Publisher.

**5(b)** Those rights that have previously been granted prior to this agreement, continue to have the rights assigned to them and may, per prior agreements, publish, republish, or continue to exercise their rights. However, no NEW rights will be assigned within three years of publication without written permission from After Dinner Conversation.

## **CHANGES TO WORK**

**6(a)** The Publisher will make no major alterations to the Work without the Author's written approval. The Publisher reserves the right to make minor copyediting changes as necessary to reflect the house style of AFTER DINNER CONVERSATION. The Author also agrees to allow the Publisher to include discussion questions written by the Publisher to accompany the Work at their sole discretion.

**6(b)** The Author agrees the Publisher has final determination of layout design, magazine cover, associated artwork, story discussion questions, and promotion of the Work and that the Author may be consulted solely at the Publishers discretion as a professional courtesy.

## **REVERSION OF RIGHTS**

**7(a)** In the event that the Work is not published within twelve months of signing of this agreement, all rights revert to the Author, and the Author has the right to arrange for alternate publication of the above-named Work. Author shall retain any payments made by the Publisher to him/her.

**7(b)** In the event that payment is not made as outlined above, the Publisher's offer to purchase the Work shall be considered withdrawn.

## **COPYRIGHT**

**8(a)** The Publisher agrees to list a proper copyright notice for the Work in the name of the Author.

**8(b)** The Author agrees they have no rights to After Dinner Conversation, or other Works on After Dinner Conversation.

## **CREDIT**

**9** The Author will be credited on the table of contents page and at the beginning of the Work as (AUTHOR'S NAME OR PSEUDONYM):

## **ARCHIVE**

**10** After eighty-four months from the date of publication, the Author may request the removal of his/her work from the website and that it not be included in newly developed publications. The Publisher agrees to comply within thirty days.

## **ASSIGNMENT**

**11** The Author agrees the Publisher has the right to transfer, sell, or assign its rights in the Work to another entity maintaining the After Dinner Conversation Series name and this agreement continues with the subsequent right holder.

**COMMUNICATION**

**12(a)** The Author agrees that only communications to [info@afterdinnerconversation.com](mailto:info@afterdinnerconversation.com) or [submissions@afterdinnerconversation.com](mailto:submissions@afterdinnerconversation.com) shall be deemed valid and received.

**12(b)** The Author agrees that only communications to **AUTHOR EMAIL** shall be deemed valid received.

This agreement shall be deemed executed under the laws of the state of Arizona. Arizona state law shall be the applicable law of this agreement.

The parties acknowledge that each party has read and understood this contract before execution.

In witness whereof the parties have executed this contract in duplicate originals on this

**AGREEMENT DATE**

/s/Kolby Granville /s/

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**Publisher:** Kolby Granville

**Title:** Editor-In-Chief, After Dinner Conversation

**Date:** AGREEMENT DATE

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**Author:** AUTHOR NAME

**Date:**

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SAMPLE