SPACE COAST WRITERS GUILD

Launching Writers to New Heights

WRITERS PUBLISHING RIGHTS AGREEMENT

This **Writers Publishing Rights Agreement** (the "Agreement") is made and entered into as of this **[Date]** _____ by and between **Space Coast Writers Guild** (hereinafter **"SCWG"**), with principal address **500 California Ave. NE, Palm Bay, FL 32907**, and **[Author Name]** _____ (hereinafter **"Author"**), with address **[Author Address]** _____

1. Definitions

- **Work** means the literary contribution submitted by Author to SCWG, titled **[Work Title(s)]**, including all text, illustrations, and other material submitted with that contribution.
- **Anthology** means the single collection of works to be edited, compiled, and published by SCWG in which the Work will appear.

2. Grant of Rights

- **Limited Grant.** Author hereby grants SCWG a **one-time, non-exclusive** right and license to reproduce, publish, distribute, and display the Work **solely** as part of the Anthology and in promotional materials directly related to that Anthology. This grant is limited to a single publication of the Work in the Anthology and does not authorize SCWG to publish the Work separately from the Anthology except for short excerpts used for promotion.
- **Territory and Media.** The license covers publication in the Anthology in all media now known or hereafter devised, worldwide, but only for the single edition and printing/issuance of the Anthology unless the parties agree in writing to additional uses.
- **Duration.** The license granted in this Section 2 is effective upon acceptance of the Work by SCWG and continues only for the single publication event described above.

3. Copyright and Credit

- **Author Copyright.** Author retains all copyright and other ownership rights in and to the Work, subject to the limited license granted in Section 2.

- **Anthology Copyright.** SCWG will hold copyright in the Anthology as a collective work or compilation to the extent permitted by law; such copyright does not affect Author's ownership of the underlying copyright in the Work.
- **Credit.** SCWG will credit Author in the Anthology in the manner customarily used by SCWG (e.g., Author name and byline) and will use the credit line **[as agreed / Author's preferred credit i.e. Pen Name _____]**.

4. Representations and Warranties

Author represents and warrants to SCWG that, as of the date of this Agreement and the date of submission of the Work:

1. **Originality and Rights.** The Work is the original creation of Author and Author is the sole owner of all rights granted hereunder, or Author has obtained all necessary rights, permissions, and clearances to grant the rights in this Agreement.
2. **No AI Generation.** The Work was created by Author and **was not generated by artificial intelligence** or any automated text-generation tool.
3. **No Infringement.** The Work does not infringe, misappropriate, or otherwise violate any copyright, trademark, trade secret, moral right, or other proprietary right of any third party.
4. **No Libel or Privacy Violation.** The Work does not contain defamatory, libelous, obscene, or unlawful material and does not violate any person's right of privacy or publicity.
5. **No Prior Encumbrances.** The Work is not subject to any agreement, option, lien, or encumbrance that would conflict with the rights granted to SCWG under this Agreement, except as disclosed in writing to SCWG prior to execution.
6. **Compliance with Law.** The Work complies with all applicable laws and regulations.

Author agrees to promptly disclose in writing to SCWG any facts or circumstances that would make any of the foregoing representations inaccurate.

5. Indemnification

Author shall indemnify, defend, and hold harmless SCWG, its officers, directors, employees, agents, volunteers, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to:

- any breach of Author's representations and warranties in Section 4;

- any claim that the Work infringes or misappropriates any third party's intellectual property rights or violates any third party's privacy or publicity rights; or
- any claim of libel, defamation, or other unlawful content in the Work.

SCWG shall promptly notify Author in writing of any claim for which indemnification is sought. Author shall have the right to assume and control the defense of any such claim with counsel reasonably acceptable to SCWG; provided, however, that SCWG may, at its own expense, participate in the defense with counsel of its choice. Author shall not settle any claim that imposes any obligation or liability on SCWG without SCWG's prior written consent, which shall not be unreasonably withheld.

6. Notice of Claims Procedure

- **Notice.** SCWG agrees to provide Author with prompt written notice of any claim, demand, or action (a "Claim") for which SCWG seeks indemnification under Section 5, provided that failure to give such notice will not relieve Author of its indemnification obligations except to the extent Author is materially prejudiced by such failure.
- **Defense and Cooperation.** Author shall have the right to assume the defense of the Claim as provided in Section 5. SCWG will cooperate reasonably with Author in the defense of any Claim and will provide such information and assistance as is reasonably requested by Author, at Author's expense unless otherwise agreed.
- **Mitigation.** SCWG shall take reasonable steps to mitigate any damages or losses arising from a Claim.

7. Payment and Royalties

- **Compensation.** Unless otherwise agreed in writing, Author acknowledges that the one-time license granted in Section 2 is granted for no monetary consideration beyond the credit and inclusion in the Anthology. Any payment, royalties, or other compensation must be set out in a separate written agreement signed by both parties.

8. Revisions and Editorial Control

- **Editorial Changes.** SCWG may make customary editorial changes to the Work for grammar, style, length, or format consistent with the Anthology, provided that substantive changes that alter the meaning or tone of the Work will not be made without Author's prior written consent.
- **Proofs.** SCWG will, where practicable, provide Author with a proof of the Work as it will appear in the Anthology and will consider reasonable corrections submitted by Author within a mutually agreed timeframe.

9. Termination

- **For Breach.** SCWG may terminate this Agreement if Author materially breaches any representation, warranty, or other obligation and fails to cure such breach within thirty (30) days after written notice from SCWG.
- **Effect of Termination.** Termination shall not affect any rights or obligations that accrued prior to termination, including indemnification obligations. Termination shall not retroactively affect the validity of any copies of the Anthology already lawfully published and distributed by SCWG prior to termination.

10. Miscellaneous

- **Relationship of Parties.** The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship.
- **Assignment.** Author may not assign or transfer any rights or obligations under this Agreement without SCWG's prior written consent. SCWG may assign its rights and obligations to a successor organization or publisher.
- **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.
- **Amendment.** Any amendment or modification of this Agreement must be in writing and signed by both parties.
- **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- **Waiver.** No waiver of any breach of this Agreement shall be deemed a waiver of any other or subsequent breach.

11. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the **State of Florida**, without regard to its conflict of laws principles. The parties agree that any dispute arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in **Brevard County, Florida**, and the parties submit to the personal jurisdiction of such courts.

12. Notices

All notices required or permitted under this Agreement shall be in writing and delivered to the addresses below (or to such other address as either party may designate by notice):

- **SCWG Contact:**
  Space Coast Writers Guild
  Attn: President, Thom Lofgren
  Address: 500 California Ave. NE Palm Bay, FL 32934
- **P.O. Box 262 Melbourne, FL 32902**
  Email:president@scwg.org

- **Author Contact:**
  [Author Name] _____
  Address: **[Author Address]** _____
  Email: **[Author Email]** _____

Notices shall be deemed given upon personal delivery, or three (3) business days after deposit in the U.S. mail, postage prepaid, or upon confirmed delivery if sent by email.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Space Coast Writers Guild (SCWG)

By: _____
Name: Thomas W. Lofgren
Title: President
Date: _____
Email: president@scwg.org
Address: P.O. Box 262 Melbourne, FL 32934

Author

By: _____
Name: [Author Name]
Date: _____
Email: [Author Email] _____
Address: [Author Address] _____

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