

**RICKY'S BACK YARD
PUBLISHING AGREEMENT**

THE PARTIES AGREE AS FOLLOWS:

1. Grant of rights

- 1.1. The Author grants permission for the Publisher to include his or her story (the "**Work**"), in *Ricky's Back Yard* online or in print, for publication in the English language in all countries throughout the world. By submitting the Work to the publisher, the Author agrees to the Publishing Agreement.
- 1.2. The Author agrees not to publish or permit others to publish the Work in any form or support prior to its publication in *Ricky's Back Yard* and for a period of two (2) months after the publication in *Ricky's Back Yard* without the prior written permission of the Publisher.
- 1.☐ The Author further grants the Publisher the right to non-exclusively archive the Work online as long as the Publisher maintains the *Ricky's Back Yard* website (<http://www.rickysbackyard.com>) (the "**Website**").
- 1.☐ The Author grants to the Publisher the non-exclusive, worldwide English-language right to republish the Work on the Website, any electronic vendors or e-books (e.g. Kindle, ☐ook, etc.), or a *Ricky's Back Yard's* print issue, if any.
- 1.☐ The Author shall receive a free ebook of Publisher's choice, for the print Theme issue and \$2 US Dollars, for an original Weekly e-zine publication when accepted or an electronic copy of the work at the Author's choosing. If a monetary payment is chosen, the method is PayPal. It is the author's responsibility to provide a working PayPal address.
- 1.☐ The Author grants Publisher the right to use the Author's name, image, likeness, and biographical material for all advertising, promotion and other exploitation of the Work. ☐pon request, the Author shall provide the Publisher with a photograph of the Author and appropriate biographical material for such use.

2. Payment for rights granted on the Work

- 2.1. For the rights granted to the Publisher in this agreement, the Author will not receive any further monetary compensation for the publication of the Work;
- 2.2. For the rights granted to the Publisher in this agreement, the Author will receive the compensation provided in sections 1.☐; this is limited to a one (1) time payment for the initial rights for either the Print (free ebook of Publisher's choice) or the Weekly e-zine (\$2 US Dollars). There is no additional payment for reprint;

3. Author's Warranties and Indemnity

- 1. The Author warrants that□
 - 1.1. he or she is the sole author of the Work;
 - 1.2. he or she is the owner of all the rights granted to the Publisher hereunder and has full power to enter into this agreement and to make the grants herein contained;
 - 1.□ the Work is original and never has been published anywhere in the world in any form or support;
 - 1.□ the Work does not violate the right of privacy of any person;
 - 1.□ to the Author's knowledge, the Work is not libellous or obscene and contains no matter which is libellous, in violation of any right of privacy, harmful to the user or any third party so as to subiect the Publisher to liability or otherwise contrary to law; and
 - 1.□ the Work does not infringe upon any copyright or upon any other proprietary or personal right of any person, firm or corporation.
- 2. The Author will indemnify the Publisher against any loss, inūry, or damage finally sustained (including any legal costs or e□penses and any compensation costs and disbursements paid by the Publisher) occasioned to the Publisher in connection with or in conse□uence or any breach of this warranty under Section 1 and □ (including all subsections related to these sections of this agreement).
- Furthermore, the Author shall pay the Publisher the amount of \$1,000 in US Dollars, in connection with or inconse□uence or for any breach of Sections 1 and □ (including all subsections related to these sections of this agreement).

4. Termination

- 1. To the e□ient permitted by applicable law, the Publisher may terminate this agreement immediately by written notice to the Author upon breach of Sections 1 and □ (including all subsections related to these sections of this agreement).

5. Publisher's representations

- 1. The Publisher will make no alterations to the Work's te□t or title without the Author's written approval in e-mail or hardcopy. The Publisher reserves the right to make minor copyediting changes to conform the style of the te□t to its customary form and usage.
- 2. If the Publisher fails to publish the Work within 2□ months of the date of this Agreement, all rights granted hereunder shall immediately revert to the Author.
- The Author will be credited on the table of contents page, if any, and at the beginning of the story.

6. General provisions

6.1. Independent Contractors

6.1.1. The Parties hereby confirm that they are entering into this agreement as independent contractors and that nothing in this agreement should be interpreted or construed in such a manner as to create a partnership, joint venture or mandate of any kind between them.

6.2. Notice

6.2.1. Except as otherwise provided in certain sections of this agreement, any notice required herein shall be sufficient if it is in writing and sent by a means of communication enabling the sender to prove that the notice was in fact delivered to the recipient at the address set out herein for such Party or at any other address which such Party may provide in accordance with this Section.

6.3. Dispute Resolution

6.3.1. Any contested claim resulting from this agreement, any dispute relating to its performance, including its cancellation, as well as any litigation resulting from a problem interpreting this agreement shall be submitted to arbitration to the exclusion of the courts of law. The Parties agree that the provisions currently in force of articles 100 et seq. of the *Quebec Code of Civil Procedure*, or any subsequent version of such, shall govern any arbitration held under this Section.

6.4. Election

6.4.1. The Parties agree, in respect of any claim or legal proceedings for any purpose whatsoever in connection with this agreement, to elect the judicial district of Montreal, Province of Quebec, Canada, as the proper forum for the hearing of said claims or said legal proceedings to the exclusion of any other judicial district which may have jurisdiction to hear such dispute according to the appropriate laws of Quebec and/or Canada.

6.5. Counterparts

6.5.1. This agreement may be signed in several counterparts, and, as the case may be, each of them when so signed shall be deemed to be an original. Such counterparts shall, however, represent one and the same document.

6.6. Waiver of Rights

6.6.1. The silence, failure or delay by a Party in exercising any right hereunder shall under no circumstances be interpreted or construed as a waiver of such right by said Party; the latter may avail itself of such right until such time as it contractually or legally expires.

6.7. Electronic Transmission

6.7.1. The Parties agree that this agreement may be transmitted by facsimile, e-mail or similar forms of communication. The Parties further agree that signatures duplicated by facsimile, electronic signatures or similar authentication modes shall be treated as originals and each Party proceeding in such a manner

undertakes to provide the other Party with a copy of the Agreement bearing its original signature forthwith, upon demand.

□□ Language

- 1. The Parties acknowledge that they have requested and agreed that this Agreement and all documents, notices, correspondence and legal proceedings consequent upon, ancillary or relating directly or indirectly thereto forming part hereof or resulting herefrom be drawn up in English. *Les Parties reconnaissent qu'elles ont exigé et consenti à ce que le présent contrat ainsi que toute procédure, avis et autre document s'y rapportant, directement ou indirectement soient rédigés en anglais.*

Signature of Author or Legal Guardian

Date