

## **Steampod Agreement of Audio Rights**

This contract is made between **Steampod** whose address is **PO Box 81422, Los Angeles, CA 90081-1422**, hereinafter referred to as the Publisher, and **First Last**, whose address is **Work Street, Work City Work State Work ZIP**, hereinafter referred to as the Author.

In consideration of mutual promises and forbearances, the parties agree as follows:

### **Author's Grant**

1. The author grants permission to include his/her short story entitled "**Note**," hereinafter referred to as the Work, in **Steampod**, a serial audio publication distributed in podcast form.<sup>1</sup>

### **Rights Purchased**

1(a). This use of the Work by the Publisher entails the assignment of nonexclusive audio performance rights. It is understood and agreed that the Publisher may use this work only for a single audio performance, to be identified as a publication of the above-mentioned Steampod podcast.

1(b). The Author further grants to the Publisher nonexclusive electronic rights to distribute the podcast under a Creative Commons "Attribution Non-Commercial No-Derivatives 2.5" license.<sup>2</sup> It is understood and agreed that this license applies only to the Steampod audio performance of the work, and that no public license is granted for any other use of the Author's work.

1(c). The Author further grants to the Publisher the right to republish the audio performance as part of a compilation of Steampod performances for fund-raising purposes.

1(d). It is understood and agreed that all rights not expressly granted herein reside exclusively with the author.

### **Payment**

2. For the rights granted to the Publisher above, the Author will receive a payment in the sum of **\$20 USD**, which will be paid within sixty (60) days of signing this agreement.

### **Access to Records**

3. In the event of the Publisher's failure to make timely payment, the Author or the Author's agents may have access in person or by power of attorney to all financial records of the Publisher upon presentation of a copy of this agreement to the appropriate location of said records.

### **Author's Warranties and Indemnities**

4. The Author warrants and represents that he/she is the sole author(s) of the Work, that the Work is original, and that no one has reserved the rights granted in this agreement. The Author also represents, to the best of his/her knowledge, that the Work does not contain any libelous material, is not in violation of any rights of privacy or any other rights of third persons, and does not violate any existing common law or statutory copyrights. The Author agrees to hold the Publisher harmless against any judgment finally sustained that the Work contains libel, plagiarism and/or invasion of privacy, or that the rights granted in this contract have been previously reserved.

<sup>1</sup> A "podcast" is defined in this context as a digitally encoded audio file made available on a World Wide Web site for download and syndicated via an RSS 2.0 feed. See <http://en.wikipedia.org/wiki/Podcast> for additional information.

<sup>2</sup> See <http://creativecommons.org/licenses/by-nc-nd/3.0/us/> for a license summary and full legal text.

**Changes in Text or Title**

5. The Publisher will make no major alterations to the Work’s text or title without the Author’s written approval. The Publisher reserves the right to make minor corrections or additions to conform the text to the requirements of spoken narration. If the Publisher believes that such corrections or additions may be questionable, he may furnish the Author with copies of the audio performance in advance of publication. Author agrees to respond to such proofs with corrections within no more than fourteen (14) days of receipt thereof.

**Reversion of Rights and Withdrawal of Offer to Publish**

6(a). In the event that the Work is not published within 24 months of signing of this agreement, all rights revert to the Author. The Author shall keep any payments made by the Publisher to him/her.

6(b). In the event that a copy of the counter-signed agreement is not returned to the Author within sixty (60) days of signing by the Author, or that payment in Clause 2 is not made as specified, the Publisher’s offer to purchase the work shall be considered withdrawn.

**Author’s Credit**

7. The Author will be credited within the audio performance and in any descriptive or promotional materials as **First Last**.

**Venue**

8. This agreement shall be deemed executed under the laws of the state of Georgia. Georgia 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 on this day of **June 11, 2008**.

_____	_____
Author	Date
_____	_____
Publisher	Date

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<sup>2</sup> See <http://creativecommons.org/licenses/by-nc-nd/3.0/us/> for a license summary and full legal text.