

**May December Publications LLC
Writer's Agreement For Anthologies**

This contract is made between PUBLISHER whose address is **May December Publications PO Box 220085 Portland, Oregon 97222**, hereinafter referred to as the PUBLISHER, and _____ [AUTHOR'S NAME], whose address is _____ [AUTHOR'S ADDRESS], hereinafter referred to as the AUTHOR.

The parties agree as follows:

Author's Grant. The Author grants permission to include his/her Dear Santa letter hereinafter referred to as the Work, in **Dear Santa** a charity anthology.

Rights Purchased.

1(a). This use of the Work by the Publisher entails the assignment of exclusive worldwide anthology rights and electronic media rights for publication in the English language anywhere in the world for one year. It is also understood and agreed that the Publisher may use this Work only in the above mentioned book and ebook and that all rights not expressly granted here within reside exclusively with the Author.

Payments and Royalties.

This anthology is for charity to feed the hungry so no payment or authors copy will be given.

Authors' Warranties and Indemnities.

The Author represents and warrants that he/she is the sole author 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.

No Competing Publication.

The Author agrees not to publish or permit others to publish this Work in any form prior to its publication and appearance in the above-named anthology without prior written arrangements with the publisher. (reprints excepted)

Changes in Text or Title.

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 copy-editing changes to conform the style of the text to its customary form and usage.

Reversion of Rights and Withdrawal of Offer to Publish.

In the event that the Work is not published within 18 months of signing of this agreement, all rights revert to the Author, and the Author has the right to sell or arrange for publication of the above-named Work in any manner. The Author shall keep any payments made by the Publisher to him/her.

In the event that a copy of the counter-signed agreement is not returned to the Author within thirty (30) days of signing by the Author, or that payment above is not made as specified, the Publisher's offer to purchase the Work shall be considered withdrawn.

Author's Credit

Since the stories are from monsters, zombies, ghosts etc, there is no authors bylines and therefore no authors credit except for a signature

Venue.

This agreement shall be deemed executed under the laws of the state of **Oregon** **Oregon** 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 duplication - originals on this 10th day of December, 2012.

Author Date _____

The owners of MAY DECEMBER PUBLICATIONS, LLC are entering into this contract in good faith and certify their intent to honor it to its full extent by signing and sending the contract to the author. "On June 30, 2000, Congress enacted the Electronic Signatures in Global and National Commerce Act(1) ("ESIGN" or "the Act"), to facilitate the use of electronic records and signatures in interstate and foreign commerce by ensuring the validity and legal effect of contracts entered into electronically. The Act went into effect in October 2000."

This act can be read in its entirety here:
<http://thomas.loc.gov/cgi-bin/query/z?i106:i03409:i106ELECTRIC.html>

Denise Brown (signature)  12/10/2012

MAY DECEMBER PUBLICATIONS, LLC

Please sign and return 1 COPY, and keep one for your files.