NOVELLA COMPETITION

Publishing Agreement

This Publishing Agreement (the "Agreement") is effective as of ____________________ (the "Effective Date") between Crooked Spine LLC, an Indiana limited liability company, with a notice address at ____ (the "Publisher"), and ____, with a notice address at ____ and email ____ (the "Author").

The Author was selected as a winner of the ____ novella competition for the novella currently titled ____ (the "Work"). The parties agree as follows:

Author name or pen name on the book	______________________________________
Publisher royalty payment method	______________________________________

1. Prize Payment

The Publisher will pay the Author $300.00 USD within ten business days after both parties sign this Agreement and the Author provides any tax form legally required for payment. This is a non-recoupable competition prize. It is not an advance against royalties and will never be deducted from royalties. The Author is responsible for the Author's taxes, and the Publisher may report or withhold payments only as required by law. Nothing in this Section limits a remedy for fraud or a knowing breach of Section 7.

2. Limited Publishing License

The Author keeps ownership of the copyright. The Author grants the Publisher an exclusive, worldwide license during the Term to reproduce, publish, distribute, sell, and market the Work in English in printed-book and ebook formats. The license includes use of reasonable excerpts, the title, the Author's approved name, and approved biographical material solely to advertise or sell those editions. The Publisher may authorize printers, distributors, retailers, and service providers to exercise these rights only for those purposes.

The Author may not publish or authorize a competing English print or ebook edition during the Term. All rights not expressly granted remain with the Author, including audiobook, translation, film, television, stage, merchandising, sequel, and character rights. The Publisher may not use the Work to train generative artificial intelligence or create an AI-generated adaptation without the Author's separate written consent.

3. Editing and Publication

The winning submission will be the starting manuscript. The Author will provide an editable final file and reasonably cooperate with editing and production. The Publisher may copyedit, proofread, and format the Work. Any change that materially affects plot, characters, meaning, or the Author's distinctive style requires the Author's written approval, which will not be unreasonably withheld or delayed. If the parties cannot agree after good-faith discussion, either may end the license; the Author keeps the prize and all rights return to the Author.

The Publisher will release the first authorized edition within twelve months after the parties accept the final manuscript in writing. If it does not, the license ends automatically unless the parties sign a written extension. The Publisher will place a copyright notice in the Author's name and credit the Author by the name stated above.

4. Cover, Production, and Marketing

The Publisher has final control over the cover art, book design, formats, ISBNs, pricing, print quantities, distribution channels, release schedule, and marketing plan. The Publisher will consider the Author's timely cover feedback, but the Author has no cover approval right. The Publisher will obtain the rights needed for the cover and publisher-created materials.

The Publisher will pay its ordinary cover, editing, formatting, printing, distribution setup, and marketing costs. None of those costs will be charged to the Author or deducted when calculating royalties. Marketing choices and budgets remain within the Publisher's reasonable business judgment, and no particular sales result is guaranteed. The Author will reasonably assist with publicity but need not spend personal funds unless agreed in writing.

5. Royalties

The Publisher will pay the Author 50% of Net Receipts from authorized sales of the Work. "Net Receipts" means money actually received by the Publisher, less only retailer or distributor commissions and fees, payment-processing fees, returns, refunds, chargebacks, and sales, use, or value-added taxes collected and remitted. No deduction is allowed for cover art, editing, formatting, printing, production, marketing, staff, overhead, legal, or other Publisher expenses.

No royalty is due on free review, promotional, or replacement copies. If a later return or refund creates a negative balance, it may be carried forward against future royalties from the Work but will not become a personal debt of the Author.

6. Monthly Statements and Records

Within thirty days after each calendar month ends, the Publisher will send a statement showing the units reported, money received, permitted deductions, Net Receipts, and royalties due for that month, and will pay the amount due. Statements are based on funds and reliable sales information received by the Publisher during that month; later corrections will appear on the next statement.

The Publisher will keep supporting records for at least three years. Once per calendar year, the Author may inspect records relating to the Work through an independent accountant on twenty business days' notice and under reasonable confidentiality terms. The Author pays the review cost unless it finds an underpayment greater than 5% for the period reviewed, in which case the Publisher will correct the payment and reimburse the reasonable review cost.

7. Promises About the Work

The Author promises that the Author has legal capacity to sign; owns or controls the rights granted; has not granted conflicting rights; and has disclosed any third-party material requiring permission. To the Author's knowledge after reasonable inquiry, the Work is original except for properly authorized or public-domain material and does not infringe copyright or trademark, unlawfully invade privacy or publicity rights, defame anyone, or contain unlawful material.

The Publisher promises that it has authority to sign, will use the Work only as allowed here, and will obtain appropriate rights for the cover and any material the Publisher adds. The Author is not responsible for claims caused by unapproved Publisher edits, the cover, advertisements, or other Publisher-created material.

8. Third-Party Claims

Each party will protect the other from direct losses, final judgments, approved settlements, and reasonable legal fees caused by a third-party claim arising from that party's breach of Section 7. The protected party must promptly give written notice and reasonable cooperation. The responsible party may control the defense with qualified counsel, but may not settle in a way that admits fault by or creates a non-money obligation for the protected party without that party's written consent.

9. Term, Early Ending, and Rights Return

The publishing license begins on the Effective Date. The "Term" runs from the Effective Date until five years after first publication, unless ended earlier under this Agreement. Either party may end the Agreement for a material breach not cured within thirty days after written notice. The Author may also end the license if the Work is unavailable for purchase in every authorized edition through the Publisher's normal retail channels for ninety consecutive days and is not restored within thirty days after notice, or if the Publisher permanently stops doing business.

When the license ends, all granted rights automatically return to the Author. The Publisher will stop new printing and ebook sales within thirty days, but may sell existing physical inventory for six months while continuing statements and royalties. Cover art, ISBNs, layouts, and Publisher-created promotional materials remain the Publisher's property or licensed material and may not be reused for a new edition without written permission.

10. General Terms

The parties are independent contractors; this Agreement creates no employment, partnership, agency, or joint venture. Neither party may bind the other. The Publisher may assign this Agreement to a successor that acquires its publishing business or the Work's publishing assets only if that successor assumes the Publisher's duties in writing. Any other assignment requires the other party's written consent, except that the Author's rights may pass to the Author's heirs or estate.

Indiana law governs, without its conflict-of-law rules. Any lawsuit must be filed in a state court in Clark County, Indiana, or a federal court with jurisdiction serving Clark County. Before filing, the parties will give written notice of the dispute and try in good faith for thirty days to resolve it, unless immediate court relief is reasonably necessary.

This Agreement is the entire agreement about the Work's publication and replaces earlier discussions on that subject. A change or waiver must be in a writing signed by both parties. If one provision is unenforceable, the rest remains effective. Notices must be sent to the addresses or emails above, as later updated in writing. Signatures in counterparts and verified electronic signatures are effective as originals. Sections concerning payments, records, claims, ownership, and rights return survive as needed to carry them out.

AGREED AND ACCEPTED

Each signer states that the signer has read this Agreement, understands it, and has authority to sign.

CROOKED SPINE LLC

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Authorized signature

____

Printed name and title

____

Date

Email: ______________________________

AUTHOR

____

Signature

____

Legal name

____

Date

Pen name, if any: ______________________________