

SEATTLE EROTIC FESTIVAL

LITERARY PUBLISHING AGREEMENT

Author's Legal Name: _____			
Pen Name (if applicable): _____			
Address: _____			
City: _____	State: _____	Zip: _____	Country: _____
Home Phone: _____		Cell Phone: _____	
Email: _____		Web Address: _____	
Title of Work: _____			

THIS PUBLISHING AGREEMENT is made this ____ day of _____, 2020 (“the Effective Date”), by and between the Pan Eros Foundation (“Pan Eros”), a Washington nonprofit corporation located at 309 1st Avenue South, Seattle, Washington, 98104, and the author (“the Author”) named above.

RECITALS

- A. Pan Eros produces the event known as the Seattle Erotic Art Festival (“the Festival”) to be held from April 24 through April 26, 2020;
- B. Pan Eros desires to include the written work named above (“the Work”) in the 2020 Festival Anthology (“the Anthology”); and
- C. The Author desires to have their Work included in the 2020 Festival Anthology.

AGREEMENT

- 1. Author's Grant.** The Author hereby grants permission to print the Work in the 2020 Festival Anthology, to be published by Pan Eros.
- 2. Rights Purchased.** The use of the Work by Pan Eros entails the assignment of first publication rights, for publication in any language anywhere in the world. It is understood and agreed that Pan Eros may use this Work in the Anthology and reprints of it (including “Best Of” anthologies), in any format, including but not limited to electronic book and audio formats, and may use excerpts for the purpose of promoting the Festival and the sale of the Anthology. All other rights not specified here remain with the Author.
- 3. Compensation.** For the rights granted to Pan Eros, the Author will receive a complimentary copy of the Anthology as well as the right to purchase unlimited copies at Pan Eros's cost. The Author will receive no other payment or royalties.
- 4. Representations and Warranties of Author.** The Author hereby represents and warrants the following:
 - a. The Author is the sole author of the Work and that no one has reserved the rights granted in this agreement.
 - b. The Work does not contain any libelous material and is not in violation of any rights of privacy or any other rights of third persons.
 - c. The Work does not violate any existing common law or statutory copyrights.
 - d. The Author agrees to hold Pan Eros harmless against any judgment finally sustained that the Work

contains libel, plagiarism, and/or invasion of privacy.

5. **Editing.** Pan Eros may make typographical corrections without the Author's consent, however no substantive changes in content will be made without the Author's consent.
6. **Reversion Rights.** In the event that the Anthology has not been published by the close of the Festival (April 26, 2020), all rights in the Work revert to the Author, and the Author has the right to sell or arrange for publication of the Work in any manner.
7. **Termination.** Either party may terminate this Agreement and withdraw the work from publication within 30 days of the Effective Date of this Agreement by notifying the other party in writing. When termination notice is received, Pan Eros will remove the Work from all versions of the Anthology. All rights in the Work will revert to the Author upon termination.
8. **Governing Law; Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws principles. Any action to enforce, arising out of, or relating to any provisions of this Agreement will be brought and prosecuted in the Superior Court of King County, Washington.
9. **Attorney's Fees.** If any suit or other proceeding is brought under this Agreement, in addition to any other relief to which the successful or prevailing party ("the Prevailing Party") is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party will pay, all reasonable attorneys' fees and court costs of the Prevailing Party.
10. **Entire Agreement.** This Agreement constitutes the complete and final agreement between Pan Eros and the Author, and may only be amended or modified in a writing signed by both parties.

THE PARTIES, intending to be legally bound, have executed this Agreement as of the date first indicated above.

PAN EROS FOUNDATION

By:

Sophia Iannicelli
Executive Director

Author Signature