

OPEN TO INTERPRETATION

A Juried Book Competition of Photography, Poetry and Prose

Congratulations on being selected for *Open to Interpretation*: _____. In order for your poetry or prose (“Work”) to be included in the publication *Open to Interpretation*: _____ (“Book”) we need to receive your signed contract by _____. Please email your completed contract to info@open2interpretation.com. If you have any questions regarding this contract please call us at 1-651-312-0113.

This contract is made and entered into on _____ by _____ and Taylor & O’Neill,
Date, year Writer
publishers of *Open to Interpretation* _____ (“Book”).

Please **type** this form and email back as a word document (**not pdf**). Check for any misspellings and typos as we are not responsible for any spelling errors; No editorial or approval process will be given, therefore, please make sure all information provided is accurate. Please fill out the following information and adhere to the necessary deadlines. Thank you - we are looking forward to working with you on this publication.

Name:	
Pen Name (if applicable):	
Email:	
Website:	
Phone:	
Title of work(s):	
Mailing Address:	
Country:	

Taylor & O’Neill is dedicated to providing a place for writers to gain recognition and exposure for your work. All participants chosen, if so desired, will have their name, phone number, web page and/or email address indexed in the Book so as you can be contacted directly regarding your work. Please indicate your choices in the appropriate space below:

- Yes No I want my full name as indicated above published
 Yes No I want my pen name as indicated above published
 Yes No I want my email address as indicated above published
 Yes No I want my web site or blog as indicated above published
 Yes No I want my phone number as indicated above published

WRITERS RESPONSIBILITIES

The writer is responsible for providing a signed contract by _____.

RIGHT OF REFUSAL

Taylor & O'Neill reserves the right to refuse inclusion of any writing, of those who fail to deliver a signed copy of this agreement. Taylor & O'Neill reserves the right to disqualify false or plagiarized submissions or submissions suspected of being false or plagiarized and to refuse inclusion of or to delete at any time any work that may violate any copyright, right of privacy, right of publicity, or other right of any person or subject Taylor & O'Neill to liability. All details relating to the publication of the Work will be at the sole discretion and control of Taylor & O'Neill.

USE RIGHTS

Writer grants Taylor & O'Neill the exclusive first publication right in and to the Work, consisting of the exclusive right to reproduce the Work in the Book and to publish and distribute the Work in and as a part of the Book, in all editions and formats, worldwide. This permission includes minor copy edits, if any, suggested by the publisher. Writer also grants Taylor & O'Neill the right to reproduce, publish and display the Work for the purpose of and in connection with the publishing, marketing, publicity, and promotion of the Book, including reproduction and display of the Work on Open2interpretation.com website. This may include, but is not limited to, publication in printed materials, advertisements, electronic media, displays and websites, including websites sponsored or hosted by parties other than Taylor & O'Neill. Writer grants the use of the Work as stated herein without further contact, compensation, approval or consent. Any Work used shall carry a credit line of Writer. After first publication of the Work in the Book, the rights granted to Taylor & O'Neill hereunder shall become nonexclusive, and Writer may thereafter reproduce and publish or authorize reproduction and publication of the Work in any work, media or format, provided the Book is acknowledged in any such reproduction or publication.

COPYRIGHT

Except for the license granted to Taylor & O'Neill hereunder, copyright and all other rights in and to the Work remain with Writer.

WARRANTIES AND INDEMNITY

Writer warrants and represents that: (1) he/she is the sole creator of the Work and the sole owner of the copyright in and to the Work and has the power and authority to enter into this Agreement and grant the rights granted hereunder; (2) the Work does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity; (3) the Work has not been previously published; and (4) the Work is not subject to any prior contract, assignment, pledge or lien, and the publication of the Work as authorized hereunder will not subject Taylor & O'Neill to any claims of interference with contract or infringement of rights previously granted to another party or violate any non-compete, employment or other agreement to which Writer may be subject.

Writer will indemnify, defend and hold harmless Taylor & O'Neill and its shareholders, officers, employees, agents, licensees and assigns from and against any and all awards, judgments, damages, liabilities, settlements, losses, costs and expenses (including attorneys' fees) arising out of or incurred in connection with any claim, action, suit or proceeding based on the breach or alleged breach of any of the foregoing representations and warranties.

COMPENSATION

Writer acknowledges that Writer will not receive any royalties or other compensation for the use of the Work as provided herein.

AMENDMENTS

This Agreement may be amended, waived, discharged, modified or terminated only by an instrument in writing signed by both parties.

INTEGRATION

This Agreement embodies and contains the entire Agreement and understandings of the parties with respect to the subject matter hereof and shall be binding and enforceable by their respective heirs, legal representatives, successors and assigns.

GOVERNING LAW; ARBITRATION

This Agreement is made in Minnesota, and shall be governed by and construed in accordance with the laws of the State of Minnesota, without reference to its choice of law principles. In the event a dispute arises under this Agreement, the parties shall confer with all reasonable dispatch and endeavor to arrive at a solution; failing agreement within sixty (60) days, the dispute shall be submitted to a single arbitrator appointed by the American Arbitration Association, who shall decide the dispute under the then effective commercial rules of the Association. Any decision by an arbitrator shall be final and binding upon both parties and judgment upon the arbitrator's award may be entered in any court having jurisdiction. Neither party shall disclose the existence, content or result of any arbitration proceeding without the prior written consent of the other party.

TERM

Writer may terminate this Agreement upon written notice to Taylor & O'Neill if the Work is not published in the Book within two (2) years from the date hereof. Provided the Work is published in the Book within two (2) years from the date hereof, this Agreement shall continue in force until the Book is no longer available for sale in any edition or format.

I, the above Writer, verify that I have read and agree to this entire Agreement. I have signed this Agreement below by electronic means, as permitted under Minnesota Statutes, Chapter 325L and my electronic signature signifies my full acceptance of this Agreement.

_____, 2013
Date

Signature (type name)