

This contract is made between CB Droege of Manawaker Studio, hereinafter referred to as the Producer, and an author, hereinafter: the Contributor, whose story is accepted as part of Manawaker Studio's Flash Fiction Podcast, hereinafter the Project.

Contributor's Grant.

The Contributor grants permission to include the submitted work, hereinafter: the Work, for production and release as part of the Project to be published as a podcast episode.

Producer's Control.

Production decisions, including alterations to the Work for the purpose of translation to audio format or changes to text that would be understood as proofreading and copyediting, are at the Producer's discretion.

Rights Purchased by Producer.

This use of the Work by the Producer entails the assignment of first publication rights (or non-exclusive publication rights for previously published works), and of non-exclusive audio reproduction rights for perpetuity, for publication anywhere in the world. It is also understood and agreed that the Producer may use the Work only in the above-mentioned Project and any present or future promotional material for the Project or for Manawaker Studio, and that the Contributor shall retain all other rights to the Work not specified here.

Payment to Contributor.

For the rights granted to the Producer above, the Contributor will receive a payment in the sum of 10\$ USD (or 3\$ for previously published works), which will be paid within 30 days of this agreement's execution. This payment represents the Contributor's full compensation. Payment will be sent via PayPal digital payments platform, and all applicable fees will be paid by the Contributor.

Alternatively, the Contributor may request to have their payment sent to a Manawaker-chosen charity in the name of the Project. All payment assigned to charity will be carried out in a lump-sum within 30 days of the end of the Project season. Manawaker Studio will not provide receipts for these donations but will provide evidence of the payment from the Project.

Contributor's Warranties and Indemnities.

The Contributor represents and warrants that they are the sole creator(s) of the Work and that no entity has reserved the rights granted in this agreement. The Contributor also represents, to the best of their knowledge, that 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 and does not violate any existing common law or statutory copyrights.

The Contributor assures that the Work has not previously been published in any medium nor appeared in a venue which is open to free public view, or if it has, that the details of this publication will be provided to the Producer.

The Contributor agrees to hold the Producer harmless against any judgement finally sustained that the Work contains libel, plagiarism and/or invasion of privacy.

Venue and Execution

The law of the State of Ohio shall be the applicable law of this agreement.

In witness, whereof the parties may agree to the terms of this contract by email which references the submission of the Work and this contract. No signature is required of any party, as execution is indicated by such agreement. However The Contributor may request a signed version of the contract to be created if required by law in their district, or for any other reason.