To download printable copies of these forms, go to:
www.peakwriting.com/sampleforms

The author accepts no liability with respect to the proper completion of these forms or alterations made to them. The first form begins on the following page.
This agreement is hereby made and entered into by ______________
__________________________(the “Publisher”) and David Tay-
lor (the “Author”) of Peak Writing, a Georgia limited-liability com-
pany located at 37 West Fairmont Avenue, Building 2, Suite 202,
Savannah, Ga., 31406.

Publication __________________________________________
Manuscript title ______________________________________
Length _____________________________________________
Due date _____________________________________________
Compensation _________________________________________
Kill fee (%) __________________________________________
Expenses _____________________________________________
Preferred style sheet _________________________________
Projected publication date _____________________________
Credit line in editorial use ___________________________

The Author and the Publisher have agreed as follows regarding the
Publisher’s acquisition of the Author’s written contribution (the
“Work”).

1. Author’s Warrant
   Author represents and warrants that the Work is the Au-
   thor’s original work; that the Author has the right to sell the
   Work; that there has been no prior sale, publication or trans-
   fer of rights of the Work or any part of it; that publication of
   the Work will not infringe upon any other party’s copyright;
   that publication of the Work will not violate the rights of pri-
vacy of others or their rights relative to defamation; and that 
Author has obtained all waivers of rights or releases which 
may be necessary.

Author agrees to cooperate in the defense of any legal ac-
tion which may be brought against Publisher arising from 
the publication of the Work, and agrees to retain all notes, 
drafts and copies relating to the Work for three (3) years 
from publication.

2. Grant of License

Author hereby grants to Publisher rights as described below 
for a period of one (1) year from acceptance of the work. All 
rights are exclusive to Publisher, except as otherwise speci-
ied. Beginning one (1) year after acceptance of the Work, all 
rights are nonexclusive.

A. One-Time First North American Serial Rights
   ❑ Yes
   ❑ No
   The right to publish the Work prior to any other party 
in North America in the above-named Publication.

B. One-Time First World Serial Rights
   ❑ Yes
   ❑ No
   The right to publish the Work prior to any other party 
throughout the world in the above-named Publica-
tion, whether in English or translated into a foreign 
language.

C. Subsidiary Rights
   ❑ Yes
   ❑ No
The right to anthologize the Work at any time in a collection of works from the Publication; to syndicate the Work in whole or in part for domestic or foreign publication; to publish, distribute and sell reprints of all or any portion of the Work in any language and in any country.

D. E-Rights
☐ Yes
☐ No
The right to publish, display and transmit the Work in electronic media, including, but not limited to, all electronic, worldwide web, CD-ROM, electronic databases, archival and/or data retrieval systems, optical, digital and other electronic media whether now known or hereafter created.

E. Reuse Rights
☐ Yes
☐ No
The right to publish and use the Work which appeared in the Publication in all of the Publisher’s other publications in consideration of a one (1) time additional fee equal to twenty-five (25%) percent of the original compensation paid.

3. Author’s Deliverables
Author agrees to provide manuscripts in final form and of the agreed upon length, together with all source material and backup material relating to the Work on or before the Due Date. If the Publisher exercises the right to reject the
work and pay a kill fee, all ownership rights shall revert to
the Author.

4. Publisher’s Right to Edit
Author grants Publisher the right to edit, condense or alter
the work as necessary for publication. The Author agrees to
cooperate fully and expediently in the fact-checking, editing
and revision process.

5. Payment Terms
Publisher agrees to process Author’s invoice for payment
within thirty (30) days of acceptance of the Work. Publisher
agrees to process Author’s invoice for expenses (which shall
be accompanied by original receipts) within 15 days. Pub-
lisher agrees to pay a ten (10%) percent late penalty of the
amount owed for each week payment is past due.

6. Author’s Employment Status
Author agrees that he is an independent contractor and not
an employee of the Publisher.

7. Agreement Changes
This Agreement represents the entire Agreement of the par-
ties, and any change to this Agreement must be made in
writing and signed by all parties. This Agreement shall be
construed in accordance with the laws of the State of Geor-
gia, the courts shall which have the exclusive jurisdiction and
venue for the resolution of any disputes.

8. Agreement Signatures
This agreement is not binding on the Author until Author
receives a signed and completed copy of this Agreement from Publisher.

Publisher or Representative Signature

Publisher's Address

Publisher's Phone Number

Publisher's Fax Number

Publisher's Email Address

Date of Agreement

Peak Writing, LLC

By: ____________________________________________
    David Taylor

Date: ____________________________________________
WORK FOR HIRE AGREEMENT

This agreement is hereby made and entered into by __________________________ (the “Publisher”) and David Taylor (the “Author”) of Peak Writing, a Georgia limited-liability company located at 37 West Fairmont Avenue, Building 2, Suite 202, Savannah, Ga., 31406.

Publication __________________________________________
Manuscript title________________________________________
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Projected publication date ______________________________
Credit line in editorial use ______________________________

The Author and the Publisher have agreed as follows regarding the Publisher’s acquisition of the Author’s written contribution (the “Work”).

1. Author’s Warrant
   Author represents and warrants that the Work is the Author’s original work; that the Author has the right to sell the Work; that there has been no prior sale, publication or transfer of rights of the Work or any part of it; that publication of the Work will not infringe upon any other party’s copyright; that publication of the Work will not violate the rights of pri-
vacy of others or their rights relative to defamation; and that Author has obtained all waivers of rights or releases which may be necessary.

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2. Grant of License

Author acknowledges that Publisher has commissioned Author to create the Work, and that ownership of the Work is to be solely and exclusively vested in the Publisher. Author agrees that the Work is a work made for hire within the meaning of Copyright Law, and Publisher will be considered the owner of the Work for all purposes, including copyright. To the fullest extent permitted by law, Author hereby assigns his copyright in the Work to Publisher for the duration of the Copyright and any extensions thereof.

Author hereby appoints Publisher its attorney-in-fact to sign any documents necessary to transfer and assign Author’s copyright to Publisher, and further, Author agrees to sign any other documents reasonably necessary to transfer and assign said copyright to Publisher, at such times as may be requested by Publisher. Author agrees that Publisher is the owner of the Work throughout the world.

Author agrees that all rights granted by this Agreement are applicable in all media, including, but not limited to, all electronic, worldwide web, CD-ROM, electronic databases, archival and/or data retrieval systems, optical, digital and other media whether now known or hereafter created.
3. Author’s Deliverables
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This Agreement represents the entire Agreement of the parties, and any change to this Agreement must be made in writing and signed by all parties. This Agreement shall be construed in accordance with the laws of the State of Geor-
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8. Agreement Signatures
This agreement is not binding on the Author until Author receives a signed and completed copy of this Agreement from Publisher.

Publisher or Representative Signature

Publisher’s Address

Publisher’s Phone Number

Publisher’s Fax Number

Publisher’s Email Address

Date of Agreement

Peak Writing, LLC

By: __________________________________________
   David Taylor

Date: __________________________________________
“The most original thing a writer can do is write like himself. It is also the most difficult.”
—Robertson Davies