



## WRITER'S RELEASE

This agreement is between \_\_\_\_\_ ("the Writer") and AVW Publishing Incorporated ("The Company") and VEUX Magazine ("The Magazine"). By signing this release, I hereby grant to The Company and The Magazine, and their legal representatives: the rights (but not the obligation) to publish the submitted written piece ("The Manuscript") as outlined below.

a) Working Title: \_\_\_\_\_

b) Description of the Manuscript: \_\_\_\_\_  
\_\_\_\_\_

c) Approximate Length of the Manuscript: \_\_\_\_\_

d) Print Rights Licensed: Exclusive Rights for 60 days from the Date of Publication, First Print Rights, First Electronic Rights, Archival Rights and World Periodical Rights

e) I hereby agree that I am not owed any compensation (fees or any other consideration) for the usages of The Manuscript, other than an author credit whenever The Manuscript is used. I have no further right to additional consideration or accounting, and will make no further claim for any reason to The Magazine and The Company.

f) The Manuscript has not been published anywhere online or in print previously. I have not attempted in the past, nor will I submit The Manuscript for review, or potential publishing to any other magazine, directory, publication, website, online blog, social media outlet or television show, worldwide until The Magazine and The Company decline usage. (The Magazine and The Company has 90 days past the date of submission to accept or decline usage.)

g) I hereby relinquish any right to examine or approve the completed product or products or the advertising copy or printed matter that maybe used in conjunction therewith or the use to which it may be applied and I release, discharge and agree to save harmless The Magazine, The Company, legal representatives or assigns, and all persons functioning with The Magazine and The Company's permission or authority from any liability by virtue of any alteration or use in composite form whether intentional or otherwise, that may occur or be produced in the publishing of said Manuscript or in any subsequent processing thereof, including without limitation any claims for libel.

h) I agree that any part of the submitted material which is not novel or original and not legally protected may be used by The Magazine and The Company without any liability on your part to me and that nothing herein shall place The Magazine and The Company in any different position with respect to such non-novel or non-original material by reason hereof.

i) I realize that The Magazine and The Company may have had access to and/or may have independently created or have had created ideas, themes, formats and/or other materials which may be similar to the theme, plot, idea, format or other element of the material now being submitted by me and I agree that I will not be entitled to any compensation by reason of the use by The Magazine and The Company of such similar material.

Initial: \_\_\_\_\_

j) I hereby agree to the following WRITER'S OBLIGATIONS:

**1. TRUTHFULNESS AND ACCURACY**

1.1 The Writer will not deliberately write a dishonest, plagiarized, or inaccurate statement into the Manuscript. The Writer shall reveal any conflict of interest or possible conflict of interest to The Company and The Magazine.

**2. SOURCES**

2.1 The Writer will be prepared to support all statements in the Manuscript and to assist the checker in verifying statements of fact.

2.2 In stories involving trials, public hearings or other controversial subject matter, the Writer will try to check all sources against a transcript of the proceedings, if one is available.

**3. LIBEL**

3.1 The Writer shall alert The Company and The Magazine to special circumstances regarding a story that could present legal risks to The Company and The Magazine. In the case of a libel action, the Writer shall support the Company and The Magazine morally and by appearing for the defence, if requested.

**4. REVISIONS**

4.1 If the Manuscript, as submitted, fails to fall within the parameters determined by The Company and The Magazine, The Company and The Magazine may require the Writer to revise the Manuscript. The Writer and The Company and The Magazine will agree on the suitable time for making these revisions and any minor updates.

**5. UPDATING**

5.1 If delays in publication or changes in the circumstances surrounding a subject make extensive updating of a Manuscript necessary, the Writer will update the Manuscript, if his or her other commitments permit.

5.2 If unable to update the Manuscript, the Writer may either authorize The Company and The Magazine to update the manuscript, or may revert his or her rights to the manuscript.

**6. EDITORIAL CHANGES**

6.1 The Writer will be available for discussion and consultation during the editing process.

6.2 The Writer will be shown editorial changes when possible however The Writer acknowledges this will not always be possible in a dynamic, fast pace industry such as publishing.

k) The Writer retains the copyright in all manuscripts written under this agreement, whether or not an article is published.

l) Unless the parties agree otherwise in writing, this agreement licenses to The Magazine and The Company only those rights indicated on the first page of this agreement. Unless specified otherwise, The Magazine and The Company have the right to enter the Manuscript into and retrieve the Manuscript from a computerized information storage and retrieval system for the purpose of preparing the Manuscript for publication, and may store the article in its database for legal purposes, including documentation of the assignment.

m) All rights not specifically licensed to The Magazine and The Company remain the Writer's exclusively. These rights may include reprint rights, electronic rights, photocopying and other reprography rights, and the right to enter the manuscript into or retrieve it from a computerized information storage and retrieval system for purposes other than publication under the terms of this agreement.

Initial: \_\_\_\_\_

n) Where a Manuscript is rejected, and in all other instances where the assignment is terminated prior to publication of the article, all rights revert to the Writer, who may submit the Manuscript elsewhere for publication.

o) If The Magazine and The Company accepts a manuscript but does not publish it in print, online or electronically within 12 months of acceptance, the Writer shall have the option to revert, by written notice, all rights licensed herein without penalty or cost.

p) I represent and warrant that I am at least 18 years of age and have the full legal capacity to execute this release. I acknowledge and agree that I am the owner of the Manuscript and that I have the exclusive right and authority to grant the licenses mentioned herein.

q) I agree that this release is irrevocable, worldwide and perpetual, and will be governed by the laws (excluding the law of conflicts) of the province of Ontario. I have read the above authorization, release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.

r) I agree that this agreement sets forth the entire understanding between The Magazine, The Company and the signatories with respect to the submitted Manuscript. I agree that this agreement supersedes any and all prior arrangements, understandings or agreements, oral or written, between The Magazine, The Company and me and cannot be changed except by a written agreement signed by The Magazine, The Company and me.

s) I hereby affirm that if The Magazine and The Company publishes my submission they retain exclusive publishing rights to the submission for print and online media, for 60 days past the date of publication.

PRINT NAME:

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WITNESS (PRINT NAME):

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SIGNED:

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SIGNED:

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DATED:

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DATED:

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