

Rufo's Dog Magazine.
ABN: 95258253086
www.rufoesdog.com



Sample Contract. Non-binding.

This contract is made between Rufo's Dog, (a wholly owned subsidiary of The Publisher: Tomatoes of Mystery, ABN: 95258253086,) and The Artist with reference to The Artwork.

The Publisher and The Artist, now that The Artwork has been chosen for publication, agree that:

1. The Artist grants the Publisher First International Rights, and permission to include The Artwork in a Rufo's Dog release throughout the world in print and digital formats.
2. The Artist understands that after Rufo's Dog has published The Artwork, all rights return to them.
3. The Artist understands that if Rufo's Dog wishes to publish The Artwork as a reprint in further issues, or online, they can only do so with The Artist's permission.
4. The Artist grants the Publisher the right to publish The Artwork online in perpetuity.
5. The Artist grants the Publisher the right to use The Artist's name and other material related to The Artwork in any marketing and advertising that may be conducted to promote Rufo's Dog. This may include biographical material where appropriate.
6. The Artist confirms that (a) he or she is the only The Artist of The Artwork; (b) The Artwork is completely original and has never been, in whole or in part, published anywhere else; (c) The Artwork does not violate copyrights or intellectual property (d) The Artwork does not contain anything that may infringe or otherwise breach the privacy of any person; (e) The Artwork is not offensive, libellous, harmful or otherwise may cause legal problems for the Publisher Failing to adhere to these would result in The Artist being fully responsible for all costs associated with any legal action taken by a third party.
7. The Publisher reserves the right to make minor edits to The Artwork to conform to the style or needs of the Rufo's Dog releases.
8. The Publisher agrees to publish The Artwork in print and digital formats within six months of acceptance. Failing to do that will mean The Artwork rights will return to The Artist within six (6) months.
9. The Artist will retain any payments received for the use of The Artwork.
10. The Artist will be credited within the associated Rufo's Dog release under their currently recognized Amazon pen name. If they do not yet have one, then the Publisher and The Artist may wish to work together to create one.
11. If selected for publishing, The Artist reserves the right to withdraw from this contract before Nov/01/2019.
12. The Artist agrees to the payment for his or her artwork of AU\$XX (As per submissions guidelines.).

Regardless of its place of execution, this Contract shall be interpreted under the laws of the State of Victoria, Australia and, where applicable, the Government of Australia. Accepting The Artwork for publication by the Publisher confirms that the Publisher agrees to these conditions. Accepting that the Publisher will publish The Artwork in Rufo's Dog, and receiving payment for said, confirms The Artist agrees to these conditions, and is equivalent to a digital signature. The parties acknowledge that each party has read and understood this contract.