

Re: (working title) \_\_\_\_\_

New Moon Publishing, Inc., 341 S.W. Second Street, Corvallis, Oregon 97333, will hereinafter be referred to as the publisher, and  
the author \_\_\_\_\_

whose address is \_\_\_\_\_

will hereinafter be referred to as the author. The author hereby confirms the following by signing this agreement:

1. The author warrants that this work is solely his/her creation and is not a copy—in whole or part—of any other work; that it has not been published in any other form; that it does not defame, libel, or violate the rights of any individual or institution; and that it does not infringe on any existing copyright.

A. Explain any exceptions to the terms stated in Point 1: \_\_\_\_\_

2. If previously copyrighted material is incorporated into this work, as explained in Point 1. A., the author shall provide written consent to reprint such material from the copyright holder. This consent must be submitted to the publisher simultaneously with the submission of the manuscript.

3. The author agrees not to publish, or permit others to publish, this work in any other form prior to its publication in *The Growing Edge* magazine for a period of 45 days following delivery of the magazine from the printer to the offices or facilities of the publisher.

4. The author grants permission for the publisher to use any charts, tables, and other graphics; make title changes; and condense and edit this work in a manner consistent with the standards of *The Growing Edge* magazine. The author grants the publisher the right to copyright this work. The author grants the publisher the right to use this work and the author's name to advertise and promote *The Growing Edge* magazine, Growing Edge website, the *Best of The Growing Edge* anthologies, and CD-ROM versions.

5. The publisher agrees to pay the author \$0.20 per published word. Payment is to be made no later than 45 days following delivery of the magazine from the printer to the publisher. According to the following breakdown of payment for published text, the author hereby grants the publisher the following rights to this work:

A. First world serial copyright and first anthology rights, with respect to printed anthologies or collections to be published by New Moon Publishing Inc. (specifically for publication in the *Best of the Growing Edge* anthologies): \$0.15 per published word.

B. Nonexclusive electronic rights: \$0.05 per published word.

C. The author agrees that the edited work as published in *The Growing Edge* magazine will not be submitted to a competing hydroponic publication. The author agrees that if the article is reprinted in a noncompeting publication that *The Growing Edge* magazine will receive suitable credit.

6. All charts, tables, and other graphics created by the publisher are the property of the publisher and cannot be used without written consent of the publisher.

7. The author grants the publisher nonexclusive electronic rights to any photography submitted with this work and published in *The Growing Edge* magazine (specifically for publication on the Growing Edge website). The publisher agrees to pay the author \$25 per published photograph submitted by the author and used inside *The Growing Edge* magazine. The publisher agrees to pay the author \$175 per published photograph submitted by the author and used on the cover of *The Growing Edge* magazine. Payment is to be made in accordance with the terms outlined in Point 5.

8. Any rights not specifically outlined in this agreement are reserved by the author. The author holds the publisher harmless against any claims or lawsuits (including attorney or court fees) that may arise out of the author's breach of this agreement. This agreement is binding to the publisher and the author and any of their respective heirs, executors, or assigned representatives.

\_\_\_\_\_  
Author

\_\_\_\_\_  
Social Security Number/Tax Identification Number

\_\_\_\_\_  
For



new moon publishing, inc.