

2009 / 2010 BETTERSEX.COM EROTIC FICTION CONTEST  
RELEASE AND GRANT OF NON-EXCLUSIVE RIGHTS

\_\_\_\_\_ (Author) and Townsend Incorporated, dba The Sinclair Institute and BetterSex.com, hereby enter into the following agreement governing the publication of a Story, titled \_\_\_\_\_ (“Story”).

- (1) Author warrants that he/she is the sole author of Story and is the owner of any copyrights or other intellectual property rights. Author grants Townsend publication rights covered by this agreement. Author states that Story is a work of fiction that has not previously been published or publicly distributed.
- (2) Author agrees to allow publication of Story one time on BetterSex.com for community voting to determine if Story will become a “Weekly Winner”.
- (3) If Story becomes a Weekly Winner Townsend agrees to provide a cash award or \$100 and provide one free copy of the 2010 BetterSex.com Erotic Fiction Anthology (“book”) when and if one is printed.
- (4) If judges award Story the Grand Prize, Townsend agrees to pay a cash reward as outlined in the Contest Rules and provide up to ten (10) free copies of 2010 BetterSex.com Erotic Fiction Anthology.
- (5) Author agrees to accept this agreement and any payments earned, as full consideration for the grant to Townsend of a non-exclusive right to publish Story in any medium including but not limited to publication on its web site and in a collection of stories contained in a book. Author grants Townsend the right to use Author’s pen name in connection with the publication and promotion of the publication of Story. Townsend agrees to keep author information other than pen name private and secure.
- (6) “Royalties”, defined as net profits (profits less production and marketing costs), from book sales will be split evenly between all authors once a year once all book creation and marketing costs are paid.
- (7) Author retains the right to publish Story through other means. If Story becomes a weekly winner authors agree to include the statement “BetterSex.com Erotic Fiction Winner” in any subsequent publications of Story for 1 year from signature date.
- (8) Author requests \_\_\_\_\_ be used as the “pen” named used when publishing the Story.

This the \_\_\_ day of \_\_\_\_\_, 2009 / 2010  
Fax to: 919.732.5393 or sign, scan and email to msmith@bettersex.com

Signed

Email

\_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_  
Martin Smith  
Director E-Commerce

Date: \_\_\_\_\_

Date: \_\_\_\_\_