

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 pay the sum of \$100.00 and provide one free copy of the 2009 BetterSex.com Erotic Fiction Anthology (“book”). As a Weekly Winner, Story will also be included in semifinal voting, and Story will be included in the 2009 book.
- (4) If judges award Story the Grand Prize, Townsend agrees to pay \$3,000 and provide up to ten (10) free copies of 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) Net Profits (profits less production and marketing costs) or “royalties” from book sales will be split evenly between all authors once all costs are paid. Royalties will be paid once per year in November for the “commercial life” of the book.
- (7) Author retains the right to publish Story through other means. Author agrees if their Story becomes a weekly winner they will include the statement “first published on BetterSex.com” in any subsequent publications of Story for 5 years from signature date.
- (8) Author requests _____ be used as the “pen” named used when publishing the Story.

This the ___ day of _____, 2008

Fax to: 919.732.5393 or sign, scan and email to msmith@bettersex.com

Signed

Print Name

Martin Smith
Director E-Commerce

Date: _____

Date: _____