

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 2008 BetterSex.com Erotic Fiction Anthology (“book”). As a Weekly Winner, story will also be included in Finalist voting, and story will be included in the 2008 book.
- (4) If story wins another round of voting and becomes a Finalist, Townsend agrees to pay another \$100 award and increase the number of free books granted to 3 copies.
- (5) If judges award story the Grand Prize, Townsend agrees to pay \$2,340 and increase the number of free books to 10 copies.
- (6) Author agrees to accept this agreement and any payments earned, as full consideration for the grant to Townsend for 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.
- (7) 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 quarterly for the “commercial life” of the book.
- (8) Author retains the right to publish story through other means. Author agrees that, for the five years following the execution of this agreement, author will include the statement “first published on BetterSex.com” in any subsequent publications of story.
- (9) Author requests _____ be used as the “pen” named used when publishing the story.

This the ____ day of _____, 2008

Signed

Print Name

Martin Smith
Internet Business Manager

Date: _____

Date: _____

Witness: _____

Print Name

Instructions for Submission:

- A) Sign and Fax document to: (919) 732.5393
- B) Sign, Scan Document and Email To: msmith@bettersex.com
- C) Mail To:
Martin Smith
C/O
Sinclair Institute
West Campus
402 Millstone Drive
Hillsborough, NC 27278