
GOTHAM LITERATURE

GOTHAM LITERATURE WRITER AGREEMENT

This Agreement (“Agreement”) is made and entered into as of the date of submission (“Effective Date”) between the writer (“Writer”) and Gotham Literature (“Publisher”), a digital literary publication.

1. Grant of Rights

1.1 Exclusive Digital Publication Rights

The Writer grants the Publisher the **exclusive** right to publish the Work in digital format on Gotham Literature’s website and associated platforms for a period of **one (1) year** from the date of publication (“Exclusivity Period”). During this time, the Writer agrees not to publish the Work in digital form elsewhere, including on personal websites, blogs, or other online platforms.

After the Exclusivity Period ends, the Writer **retains the right to publish the Work elsewhere**, and the Publisher retains a **non-exclusive** right to continue publishing and promoting the Work as part of its archives. The Writer agrees to acknowledge Gotham Literature as the original place of publication if requested by the Publisher.

1.2 Promotional Rights

The Writer grants the Publisher the right to use excerpts, quotes, or the full Work in promotional materials, including but not limited to social media posts, newsletters, and marketing campaigns. These rights continue indefinitely unless otherwise agreed upon in writing.

1.3 Audio Rights

The Writer grants the Publisher the option to produce and publish an audio version of the Work, which may include but is not limited to podcasts or recorded readings available on digital platforms.

1.4 Archival Rights

The Publisher has the non-exclusive right to keep the Work available in its online archives indefinitely as part of Gotham Literature’s published content.

2. Ownership and Copyright

2.1 The Writer retains full copyright of the Work. The Publisher does not claim ownership of the Work beyond the rights granted in this Agreement.

2.2 The Writer is free to publish the Work elsewhere, provided that future publications acknowledge Gotham Literature as the original place of publication if requested by the Publisher.

3. Compensation

3.1 Fixed Payment for Unsolicited Submissions: For unsolicited submissions accepted for publication, the Publisher agrees to pay the Writer a one-time fee of \$50. Payment will be made within 30 days of publication via check, Venmo or PayPal.

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3.2 Variable Payment for Solicited Work: Compensation for solicited work or special projects will be determined on a case-by-case basis and agreed upon separately in writing.

3.3 Future Revenue Sharing: The Publisher plans to introduce a subscription-based revenue model in 2026, at which time Writers may be eligible to receive a percentage of subscription revenue generated by their Work. Payment terms and eligibility criteria will be defined in a future agreement.

3.4 No Additional Compensation: Apart from the payments outlined above, the Writer acknowledges that no further compensation will be provided for continued digital publication, promotional use, or archival rights.

4. Editorial Discretion

4.1 The Publisher reserves the right to make minor editorial changes for clarity, formatting, or house style. Any substantive edits will be made in consultation with the Writer.

4.2 The Publisher reserves the right to decline publication of the Work for any reason, even after submission.

5. Representations and Warranties

5.1 The Writer represents and warrants that:

- The Work is original and does not infringe upon the rights of any third party.
- The Work has not been previously published or, if it has, that the Writer has the right to grant the Publisher the rights stated in this Agreement.
- The Work does not contain defamatory, unlawful, or plagiarized content.

5.2 The Writer agrees to indemnify and hold the Publisher harmless against any claims arising from a breach of these warranties.

6. Termination

6.1 Either party may terminate this Agreement with written notice if the other party breaches any terms of the Agreement.

6.2 Upon termination, the Publisher will remove the Work from its platform within 30 days, but any promotional materials already published (e.g., social media posts) may remain.

7. Governing Law

7.1 This Agreement shall be governed by and construed in accordance with the laws of New York, USA without regard to conflict of law principles.

8. Entire Agreement

8.1 This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements, whether written or oral.

By submitting their Work to Gotham Literature, the Writer acknowledges and agrees to the terms of this Agreement.