

## TERMS AND CONDITIONS OF SUBMISSION ACCEPTANCE

The New York Quarterly Foundation, Inc. ("NYQ") is pleased to accept the submitted work(s) listed hereon (referred to herein collectively, as the "Work") subject to the terms and conditions set forth below.

1. You, the undersigned ("you") hereby represent, warrant and covenant that (i) you are the sole author and owner of all right, title and interest in and to the Work, free and clear of any obligations to any third party, (ii) the Work does not infringe any intellectual property right or other right of any person, (iii) neither the Work, in whole or in part, nor any work that is otherwise a derivative work of the Work, has been published in any form or media anywhere in the world (including, but not limited to, under a different title or in a different language) prior to submission of the Work to NYQ, and (iv) you have not granted any person, other than NYQ, the right to publish, or permitted any person to grant the right to publish, the Work, in any form or media, and you will not do so before the Work is published by NYQ.

2. By signing this agreement, you grant to NYQ (i) exclusive first publication rights in the Work, and (ii) a nonexclusive, perpetual, worldwide, fully-paid and royalty-free right and license (with rights to sublicense) to reproduce, distribute, publicly display, publicly perform, make derivative works based upon, republish, and otherwise use, the Work and your biography (as provided by you to NYQ) (the "Biography"), in whole or in part, in connection with NYQ's publications (including online publications), including the advertising, promotion and marketing of such publications (the "Licensed Purpose"). You agree that the Work and Biography may be distributed, transmitted or otherwise used by NYQ for the Licensed Purpose through and in various means and media, now known or hereafter created, including, but not limited to, books, periodicals, journals, electronic media, brochures, invitations, and other promotional items. By signing this agreement, you also agree to acknowledge first publication by NYQ, should you choose to reproduce, distribute, publicly display or otherwise use the Work or grant others such rights in connection with the Work (other than for personal use). Subject to the licenses and other rights granted in this agreement, you shall retain all copyrights and other proprietary rights you have in the Work.

3. In consideration for the rights and licenses granted to NYQ herein, NYQ shall credit you for print or online publication of the Work in the place and manner that NYQ ordinarily places credits for authors in its publications.

4. You agree to indemnify NYQ from and against any claims, damages, expenses, losses or liabilities that may be asserted against or incurred by NYQ or otherwise arise as a result of any breach of any obligations, covenants, agreements, representations or warranties contained herein or in connection with NYQ's authorized use of the Work and Biography.

5. You acknowledge and agree that NYQ shall have no obligation to publish the Work, in whole or in part, in any of its publications at any time. You also acknowledge and agree that in the event that you breach, as determined by NYQ in its reasonable discretion, any representation, warranty or covenant provided by you under this agreement, NYQ shall have the right to take any action it deems necessary in its sole discretion to protect its rights or any rights of a third party, including, but not limited to, removal of the Work or any other work you have previously submitted to NYQ from any or all of its publications, with or without notice to you.

6. This agreement contains the complete understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter hereof and cannot be modified except by a writing signed by both parties. You agree that submission of any additional Work to NYQ shall be subject to the terms and conditions of this agreement, unless otherwise agreed in writing by the parties. Upon submission of such additional Work, this agreement shall be amended automatically to include such Work. In consideration for the promises made by NYQ hereunder, you agree that any work submitted to NYQ prior to the date hereof shall be subject to the terms and conditions of this agreement as if such work was a "Work" hereunder. If any term of this agreement is declared invalid or unenforceable for any reason by a court of competent jurisdiction, the remainder of this agreement shall continue in full force and effect. This agreement shall be interpreted under and governed by the laws of New York without regard to its choice of law principles. Any claim regarding this agreement shall be brought exclusively to the courts in the County of New York, State of New York.

By completing the information below and agreeing to the terms of this agreement (by providing your full name, email address, and initials and by clicking "Click to eSign" below), you hereby represent that you have read and understand this agreement and agree to its terms.

# SAMPLE ONLY