



## MoonHouse Copyright Licensing Contract

### Introduction

- 1. Title and Parties.** This is a Copyright Licensing Contract between MoonHouse Pictures LLC (“MoonHouse”) and:

Creator:

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Creator’s Parent or Guardian:

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The Creator and the Creator’s Parent or Guardian are collectively referred to as the “Author”.

- 2. Authority of Parent or Guardian.** The Creator’s Parent or Guardian represents that Parent or Guardian has the right to bind the Creator to this Contract to the extent a parent or guardian can legally bind a minor to this Contract.
- 3. Purpose.** MoonHouse wishes to license the Author’s copyright in the Author’s textual work and publish that work on MoonHouse’s website and podcast.

### Payment to The Author

- 4. Flat Fee.** MoonHouse will pay the Author \$25 as a flat fee in consideration for this the Author’s agreement to this Contract at the time the Author signs the Contract.

### License Grant

- 5. The Work.** This Contract concerns the Author’s textual work titled:  
\_\_\_\_\_ (referred to as “the Work”).
- 6. Target Publication Date.** The Target Publication Date referred to in this Contract means one year from the date the Author signs this Contract.
- 7. Electronic Rights:** The Author grants MoonHouse first world electronic text rights to MoonHouse to publish the Work on the internet (including but not limited to MoonHouse’s website at <https://moonhouse.org/>) in English on or

before the Target Publication Date. The rights granted under the terms of this paragraph shall be non-exclusive. This right is limited to the publication of an electronic text version of the work on MoonHouse's website.

8. **Audio Rights.** The Author grants MoonHouse first world audio rights to create a sound recording of the Work and publish it on the internet (including but not limited to MoonHouse's podcast, "Written By Kids" in English on or before the Target Publication Date. The rights granted under the terms of this paragraph shall be non-exclusive. Copyright and ownership of the sound recording on the Work shall belong to MoonHouse. MoonHouse shall have final creative control of the sound recording
9. **Rights Revert If Not Used.** If MoonHouse fails to publish the story in any form by the Target Publication Date, all rights shall revert to the Author. The Author shall retain any payments made under this Contract prior to this reversion.

#### **The Author's Other Obligations To MoonHouse**

10. **Promotional Materials.** The Author grants MoonHouse the right to use the Author's first name, and any provided biographical materials for all advertising, promotion, and other exploitation of the work for as long as MoonHouse has a license to the Work. The Publisher shall use only the Author's first name, and biographical materials provided and approved by the Author.
11. **Warranty of Right to Grant Rights.** The Author warrants that the Author is the sole owner of the copyright of the Work and of all rights the Author grants to MoonHouse, and that no legal bar prevents the Author from making the grants in this contract.
12. **Warranty of Non-Infringement.** The Author warrants that the Work does not infringe upon any copyright or upon any other proprietary or personal right of any person or corporation.
13. **Warranty of Publication History.** The Author warrants that the Author has either not published the Work or has disclosed any prior publication history to MoonHouse.
14. **Indemnification.** The Author (including the Parent or Guardian) will defend and indemnify MoonHouse (and any connected people, including its members, officers, employees, agent, successors, and assigns) against any harm, liability, claim, damage, demand, lawsuit, fine, loss, arbitration, or lawsuit (including any

legal fees and litigation costs) arising as a result of the Author's breach of any warranty. This provision only applies to the extent that Publisher has no insurance coverage for the loss.

### **MoonHouse's Obligations To The Author**

**15. No Alterations.** MoonHouse will not alter the Work's text or title without the Author's written approval. MoonHouse will provide the Author a copy of the edited version of the Work with sufficient time to review all edits. MoonHouse may, however, make minor copyediting changes to confirm the style of the text to its website.

**16. Copyright Notice.** MoonHouse will provide a copyright notice for the Work in the Author's name at the end of all electronic versions of the story and (if published in print) on an appropriate copyright page.

**17. Credit for the Author.** MoonHouse will credit the Author on any Table of Contents, on its website, and the beginning of the story using the Creator's first name, and the Author will give consent therefore.

**18. No Assignments.** MoonHouse will not assign its rights under this Contract without the Author's written consent.

### **Miscellaneous Legal Matter**

**19. Choice Of Law.** This Contract is governed by Maryland law, disregarding any choice of law or conflict of law provisions.

**20. Forum Selection.** All disputes about this Contract will be brought in the courts (State or Federal) of Baltimore County, Maryland.

**21. Waiver of Jury Trial.** Any dispute involving this Contract shall be tried by a judge and not a jury. The parties expressly waive their right to trial by jury.

**22. Merger.** This Contract replaces any and all previous written or oral agreements between the parties.

**23. Modification.** The parties may only amend this Contract through a subsequent written contract signed by all parties.

**24. Severability.** If any part of this Contract is found unenforceable, that provision shall be modified to reflect the parties' intentions if possible. If that provision cannot be modified to reflect the parties' intentions, the provision shall be stricken and the rest of the Contract shall remain in force.

**25. Signatures.**

By signing this document, I, the Creator's Parent or Guardian, acknowledge that:

- I read this entire Contract;
- I understand that this is a legally binding Contract;
- I had an opportunity to consult with a lawyer of my choice before signing the Contract and have either (1) consulted with that lawyer or (2) decided not to do so.
- I, as the Creator's Parent or Guardian, accept the terms of this Contract both on behalf of the Creator and personally.

\_\_\_\_\_  
Creator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Creator's Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alec Weinberg  
Authorized Representative of  
MoonHouse Pictures LLC

\_\_\_\_\_  
Date

**Information for preferred method of payment:**

Physical address for mailed check: \_\_\_\_\_

Username and/or email for Venmo: \_\_\_\_\_

PayPal email address: \_\_\_\_\_