

CONTRIBUTOR'S AGREEMENT FOR THE *PIANO MAGAZINE*

Thank you for agreeing to write a short manuscript or other contribution for potential inclusion in an upcoming issue of the *Piano Magazine*, a publication of The Frances Clark Center for Keyboard Pedagogy, Inc., a New Jersey not-for-profit corporation (herein referred to as the "Company"). Please fill in and ensure that the Background Information in Section 1 below is correct and sign this agreement and return it to the Editor-in-Chief at the address below before beginning your work. Retain an additional copy for your records.

1. Background Information:

Your Name (Author of Manuscript): \_\_\_\_\_ (herein referred to as "I", "You", "Your" or "Me")

Tentative Title or Topic of Manuscript/Contribution: \_\_\_\_\_ (herein referred to as the "Manuscript")

Date Manuscript is to Be Submitted to Editor-in-Chief: \_\_\_\_\_ (herein referred to as the "Deadline")

2. Agreement to Prepare Manuscript. I agree to create and submit the Manuscript to the Editor-in-Chief by the Deadline noted above for potential publication in the *Piano Magazine* and for such other uses and purposes as may be decided from time to time by the Company, including but not limited to its marketing, sales, research, educational and general business purposes. Upon execution of this agreement, I hereby irrevocably assign and transfer to the Company, its successors and assigns, all right, title and interest that I have or acquire in the Manuscript, including but not limited to all copyrights and all other proprietary and intellectual property rights therein. I further grant the Company, its successors and assigns, the irrevocable, perpetual, worldwide right to reference and display my name, likeness, image and/or biographical information in connection with the Company's use of the Manuscript as permitted herein.

The Manuscript will be edited to fit the style and format of the *Piano Magazine* and any other materials and media in which the Company decides to use the Manuscript. The Company reserves the right to omit any or all of the Manuscript or to hold it for future use.

You agree that You will not use or include in the Manuscript any material or content from other persons, entities or resources (herein referred to as "Third Party Materials"), unless You have received the prior written approval of both the Editor-in-Chief and the owner of the Third Party Materials to include such Third Party Materials in the Manuscript. You are solely responsible for securing all necessary written permissions to include any Third Party Materials in the Manuscript. If musical examples in the public domain are referenced or incorporated in Your Manuscript, You are responsible for engraving each such musical example prior to the Deadline and submission of the Manuscript. Neither the Company nor its editors will engrave musical examples.

3. Representations and Warranties. I represent, warrant, acknowledge and agree that:

(i) the Manuscript shall consist solely of original material of which I am the sole author, except for any Third Party Materials included therein for which I shall have obtained the required written approval as described in Section 2 above. By no later than the Deadline, I will provide the Editor-in-Chief with the required written permission for the use of any Third Party Materials in the Manuscript (if any) and all such Third Party Materials shall be properly cited and credited in the Manuscript. I have and at all times shall have the right, power and authority to enter into this agreement and to grant the Company the rights granted herein;

(ii) I have read and agree to the terms of the *Piano Magazine's* Plagiarism Policy (attached);

(iii) the Manuscript will not contain any libelous or slanderous material and will be free from any adverse rights or claims of any third party;

(iv) the Manuscript shall not be published elsewhere, in whole or in part, in any form or media;

(v) if the Manuscript is not submitted by the Deadline, it may not be considered for publication; and

(vi) there is no compensation or remuneration due to Me for submitting the Manuscript, and I have received adequate consideration for the rights granted herein, including the terms and conditions contained in this agreement.

I will indemnify and hold harmless the Company and its officers, directors, employees, contractors, licensees, successors and assigns from any claims, losses, damages and expenses (including reasonable attorneys' fees) based on or arising out of any breach by Me of the above representations and warranties in this Section 3.

4. Miscellaneous. This agreement is the entire agreement between You and the Company regarding the subject matter described herein and may not be amended except by a written agreement signed by You and the Company. This agreement may be assigned by the Company but not by You, and shall be binding upon and inure to the benefit of the executors, heirs, successors and permitted assigns of You and the Company. This agreement shall be governed by the laws of New Jersey and may be signed by digital or electronic signature or by signature transmitted via e-mail, which shall be binding and enforceable for all purposes.

**I agree to the terms and conditions outlined above. The hard copy of your article will be shipped to this address. Please complete fully and write or type legibly.**

**Signed** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ E-mail: \_\_\_\_\_

PLEASE RETURN SIGNED AGREEMENT (VIA EMAIL) TO THE EDITOR-IN-CHIEF AND RETAIN A COPY FOR YOUR RECORDS:  
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