



8615 3rd Drive Southeast, Everett, WA 98208 • (425) 308-0655

Disclosure Agreement (version 1.1, June 14, 2009)

Usherwood Publishing (hereinafter referred to as 'UP')

DBA James D. Kramer design services (hereinafter referred to as 'DS')

Product trade name; Usherwood Adventures (hereinafter referred to as 'UA')

DS publishes fantasy roleplaying adventures and supplements for First Edition and the OSRICTM SRD under the trade name of the *Usherwood Adventures*. DS is currently interested in seeing proposals for First Edition and OSRIC fantasy-based roleplaying modules, campaigns, and game supplements. Before sending a proposal or submission, please read the guidelines below and abide by them.

We are not looking for original campaign settings. All adventures published by and for Usherwood Publishing will be adapted to fit within its official campaign setting; dar Origo Liber. Familiarity with this setting can do nothing but help your proposal. However, all reasonable accommodations will be made to allow your manuscript to remain playable outside this campaign setting.

Questions:

If you have any questions that are not answered by these guidelines, we will gladly answer them. We prefer to answer questions by eMail. Please send all questions to: kramer@usherwoodadventures.com. Regular mail queries must include a self-addressed stamped envelope (SASE) or they will not be answered.

Queries & Proposals: Please send a query letter and proposal before sending a complete manuscript of an adventure or your game. We need to know your basic idea before we see your full submission because we may have similar adventures or games already in production. Both your query letter and your proposal should contain your name, address, telephone number, and eMail address. If you are sending multiple proposals, please send them in separate eMails or start them on a new page.

Your proposal should be no more than pages and double-spaced. It should include a working title, a summary of your idea, the estimated length in published form, and a list of any special components needed for production. Adventure proposals should indicate the types of characters the adventure is intended for.

How to Submit: Usherwood Publishing accepts proposals via mail or Email. We prefer to receive proposals by eMail. Proposals sent via regular mail must include a SASE or they will not be reviewed and returned. Send to: James D. Kramer design services, 8615 3rd Drive SE, Everett, WA 98208, Attn: Usherwood Publishing.

Email proposals should be sent to kramer@usherwoodadventures.com. Please include "Proposal from (your name)" in the subject line of your eMail. The body of the eMail should serve as your query letter, and your proposal should be attached to the email, in *.doc, *.rtf, *.txt, or AppleWorks compatible format.

Disclosure Agreement:

Most importantly, every proposal and submission must be accompanied by a properly completed Disclosure Agreement. A copy of this form appears below. Any proposal or submission that is not accompanied by a Disclosure Agreement will be returned, unread in its SASE. If no SASE is included, your proposal will be discarded. Email proposals should include a completed form in electronic format that is attached to the Email. A return Email will be sent notifying you that your proposal was received and in proper form.

Professional Appearance: Your proposals and submissions should be presented in a professional format. Proposals and submissions containing spelling and grammatical errors have less chance of being accepted. Type should appear on one side of a page only and should be legible (we recommend 12 pt. Times New Roman). Please do not use any decorative fonts or calligraphy scripts, and do not print in all capital letters.

Response Time: Allow 30 days for review of your proposal. If you would like to know if your proposal arrived safely, please include a SASE postcard or envelope, and we will mail it to you when your submission arrives. If you do not hear from us after 30 days, send a letter or eMail inquiry.

Request for Full Submission: If we like your idea, we will request a complete manuscript from you. Complete manuscripts must be sent via Regular Mail and should include a double-spaced and paginated manuscript with a title page and credits, maps, a signed Non-Disclosure Agreement, and an SASE. You may be asked to make edits based on use of grammar, manuscript length, or adherence to the creative direction of the Usherwood Adventures campaign setting before **final** acceptance of your manuscript is agreed to.

Rights and Payments: DS buys all rights on a work-for-hire basis. We pay a flat fee and do not offer royalties. Payments in full are made within 30 days of acceptance by DS of the **final** manuscript at a rate of ¢.02 (\$0.02) per word. Authors will also receive at least two free copies of the published work. Advanced payments up to one half of the estimated **final** compensation may be accommodated on a case-by-case basis, at the submitter's request.

Published Form: Please be advised that the final manuscript submitted by the author may be edited and changed by DS, or third parties acting as its agents, before publication. Purchase of all rights includes the right to alter and change the product as DS deems necessary.

By submitting your work to us, you agree that DS will have the right to publish the final work in either printed or electronic formats in perpetuity. Further, DS maintains all rights of ownership, including the right to change and alter the work for any future uses it deems appropriate.

Copyright: All works, written and illustrated, purchased by agreement with DS will become the sole property of DS. Attempts to publish any materials to any third parties that had been previously accepted (or, have entered a 30-day publishing review [refer to *The Review Process* below]) by DS may be construed as breach of contract and copyright infringement, and legal action will be undertaken as may be appropriate. Please consider these issues before submitting your content for our review.

Open Game Content: Because our product is covered by the rules (and restrictions) of the Open Game License (version 1.0a, copyright Wizards of the Coast), as well as the OSRIC license (trademark Stuart Marshall and Mathew Finch), 5% of all content we publish under the Usherwood Adventures trade name must be identified as "Open Game Content" (OGC). This means that any such content in your published manuscript identified as OGC may be used by any third party also covered by the OGC without the permission of the creator (you), or of the copyright holder (DS). Please consider this requirement before submitting your content, and try to identify which sections you would be willing to have identified as OGC.

In the absence of specifically identified OGC sections, DS, or any third party acting as its agents, shall identify such OGC content prior to publication.

The Review Process: Once the author and DS, or a third-party acting as its agent, have engaged a Disclosure Agreement, DS shall have a minimum period of 30 days to review and accept/reject your proposed manuscript. During this period, the author agrees not to submit the manuscript covered by the Disclosure Agreement to other publishers for consideration. DS, or a third-party acting as its agent, will make a determination based on this review. The author will be notified if additional information regarding the submitted manuscript is required before a publishing decision can be made.

At the end of the 30 day period of review, DS, or a third-party acting as its agent, will either make an offer to publish the content and provide an estimated compensation (refer to the *Rights and Payments* section above), or, reject the proposal. In the event an offer to publish is extended to the author, the author may accept, reject, or, make a counter offer, and enter extended negotiation.

Once an agreement is reached, the author will have entered into a Work-For-Hire agreement with DS, and will be provided with a publishing and payment schedule.

Legal notice: Old-School Rules and Index Compilation and OSRIC are the trademark of Mathew Finch and Stuart Marshall. Used by permission. <http://www.knights-n-knaves.com/osric>.



James D. Kramer design services

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Disclosure Form

I wish to submit to James D. Kramer design services (hereinafter referred to as DS) for consideration for publication the following materials, subject to the conditions below.

Working Title: _____

- a. submit my materials voluntarily for review by DS on a non-confidential basis. I understand that this submission by me and its review by DS does not, in whole or in part, establish or create by implication or otherwise any relationship between DS and me that is not expressed herein.
- b. I understand and agree that DS, by its own judgment, may accept or reject my materials. I further understand that DS is not obligated to me in any way with respect to my submission until such time as DS, at its own election, enters into a properly executed written agreement with me, and only then according to the terms of such an agreement. Review of my submission by DS does not imply or create any financial or other obligation, any confidential relationship or guarantee of secrecy, or any recognition or acknowledgment of either novelty or originality.
- c. I understand that review of my materials by DS in no way restricts DS from publishing projects of its own on similar or the same topics in whole or in part. I further understand that if my submission utilizes or is based on characters, settings, or other materials that are owned by DS, or if the submission contains trademarks and/or other proprietary materials that are owned by DS, then I shall not be free to submit the material for publication to any person or firm other than DS.
- d. I agree that DS may have a reasonable amount of time in which to review my submission. DS agrees to return my submission provided that I included a self-addressed stamped envelope with sufficient postage. DS shall not be held responsible for submissions that are damaged or lost. I hereby agree to keep a copy of the submitted materials for my own records.
- e. I understand that this agreement cannot be modified except by a duly authorized agent of DS, and then only in writing.

I warrant that the submission is original and will not violate the rights of any third party. I warrant that the submission has never been published, and that the person identified herein as the submitter is the sole owner of the submission. Furthermore, I am of legal age and am free to make agreements relative to this submission. (If author is under the age of 18, the author's Parent, Legal Guardian, Representative, or Agent must sign.)

Signature: _____ Date: _____

Name (printed or typed): _____

Phone: _____ eMail: _____

Mailing address: _____

**COPY THIS FORM AS NEEDED.
INCLUDE SIGNED COPY WITH EACH SUBMISSION AND RETAIN A COPY FOR YOUR REFERENCE.**