

Book Publishing Agreement

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General Information

Book Publication Agreement

This Book Publishing Agreement is between a publisher and an author who wishes to publish a book through publisher. This agreement sets out the specifics regarding the book's publication including a non-exclusive license to publish and distribute the book on a worldwide basis. It also sets out the term of the license, author's sign-up payment, royalty payments paid by publisher to author and submission guidelines.

If you are an author and desire to publish your book, you must insist that a written Book Publication Agreement be entered into with your publisher. A written agreement will protect your copyrighted work and prove invaluable if there are disagreements, misunderstandings or miscommunication about the book's publication and distribution.

Instructions and Checklist

Book Publication Agreement

- Both parties should read the agreement carefully.
- Insert all requested information in the spaces provided on the form.
- This form contains the basic terms and language that should be included in similar agreements.
- Read the "Royalty Payments" and "Annual Maintenance Fee" provisions carefully. If there are disagreements, they will likely focus on these provisions.
- Read the "Submission Guidelines and "Submission Acceptance" provisions carefully. If their structures are complicated, describe them fully and include examples to remove as much ambiguity as possible.
- Both the publisher and author must sign the agreement.
- Both parties should retain either an original or copy of the signed agreement.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

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BOOK PUBLISHING AGREEMENT

This Publishing Agreement is entered into as of [DATE] between [PUBLISHER] , with address at [ADDRESS] (“Publisher”) and [AUTHOR] , with address at [ADDRESS] (“Author”).

Author wishes to publish his/her work (“Work”) through the Publisher.

1. License to Publish

Author grants the Publisher non-exclusive and worldwide license to publish, store, use, transmit, distribute and sell his/her Work in print and electronic form in all languages throughout the world.

2. Term

The license for the Work shall extend for [TERM] years after the Work’s first release date. The license will automatically be renewed for consecutive [TERM] year(s) terms if neither party gives at least thirty (30) days advance written notice transmitted via electronic or standard mail prior to the end of the current term.

3. Sign Up Payment

Author shall pay Publisher a one-time sign up fee as reflected on the Publisher’s website. Author shall make all payments for the selected Publishing Package (Platinum, Gold, Silver) in advance. Payments made by Author to Publisher are non-refundable.

4. Royalty Payments

On all sales of the Work, Publisher shall pay the Author [AMOUNT] percent (%) of net receipts. Net receipts are the payments that Publisher actually receives from sales of Work, less any distribution charges, returns, taxes, credit card facilitation charges, shipping and handling charges. No royalty shall be paid to copies sold to the Author.

Publisher shall pay Author all royalties earned, on a quarterly basis, within thirty (30) days of the end of each calendar quarter in which the Author earned a royalty.

5. Submission Guidelines

Author shall follow all submissions procedures as reflected on Publisher’s website.

6. Submission Acceptance

Publisher reserves the right, in its sole discretion, not to accept a submission upon receipt. In this case, Publisher will return Author’s submission package and refund the sign up payment minus banking charges incurred by Publisher and a [AMOUNT] percent (%) handling charge.

7. Publication

Publisher intends to market, sell and distribute the Work within [TIME] (___) days upon Author's approval of the first proof copy.

8. Publication Format

Publisher and Author mutually agree on the Work's retail price and format. The retail price should follow generally accepted publishing industry guidelines.

9. Free Books

Author shall be entitled to [NUMBER] (___) free proof copy(ies) of the book.

10. Author's Discounts

Author shall be entitled to purchase copies of the Work through Publisher with discount:

- 1-50 copies [AMOUNT] % off list price*
- 51-100 copies [AMOUNT] % off list price*
- 101+ copies [AMOUNT] % off list price*

*Author prepays shipping and handling

11. Annual Maintenance Fee

Publisher shall charge an annual title maintenance fee of US\$ [AMOUNT] per year per each distinct ISBN (e.g. Print-On-Demand title and eBook are charged US\$ [AMOUNT] each). The title maintenance fee is due twelve (12) months after the Work's first release. Publisher may choose to deduct the title maintenance fee from any future royalty payments due to the Author.

12. Author Warranties

Author represents and warrants the following to Publisher:

- (a) Author is the sole owner of the Work (this includes manuscript, pictures, images, drawings and any other materials submitted to Publisher) and has the full power, authority and right to enter into this Publishing Agreement;
- (b) This Agreement does not conflict with any other contracts, understandings, or arrangements between the Author and any other person or entity;
- (c) The Work is not in the public domain and is entirely original except for portions thereof for which legally effective written licenses or permissions have been secured;
- (d) The Work as submitted, and its publication by Publisher, do not and will not violate or infringe upon any personal or proprietary rights, including without limitation copyrights, trademark rights, trade secret rights, contract rights, privacy rights, or publicity rights of any other persons and entities;
- (e) The Work and all the rights in Work are free of liens, claims, interests or rights in others of

any kind;

(f) Publisher shall not have any legal responsibility for Author's Work;

(g) The Work is not defamatory or obscene, or in any other way illegal; and any recipes, formulae, instructions, or recommendations contained in the Work are not and will not be injurious to any reader, user, or third person;

(h) All information submitted to Publisher is entirely accurate to the best knowledge of the Author.

13. Indemnification

Author agrees to fully indemnify, defend and hold harmless Publisher and its affiliates from and against any losses, lost profits, damages, liabilities, judgments, awards, decrees, settlements, or expenses (including without limitation, reasonable attorney's fees and court costs) arising from, connected with, or by reason of any breach or alleged breach of any of the representations and warranties set forth above, but the Author shall not be liable for any matter inserted in the Work by Publisher or its licensees. All warranties and indemnifications made by the Author herein shall survive termination of this Publishing Agreement or any license under this Agreement.

"Affiliates" means owners, shareholders, officers, directors, employees, parents, subsidiaries, affiliated companies, licensees, distributors, advertisers, Internet service providers, attorneys, and accountants and any other person or entity to whom Publisher extends its license or warranties to in connection with the production, dissemination, transmission, promotion, publication, or distribution of the Work or the exercise of any rights in the Work or derived from the Work.

14. Copyright Infringement

Publisher shall have the right to commence action for copyright infringement based on the rights granted under this Agreement.

15. General Provisions

This Agreement shall be governed by the laws of the [PLACE] , and all parties consent to venue and jurisdiction in the courts of the [PLACE] to adjudicate any and all claims arising out of this Publishing Agreement. This Agreement may be modified by Publisher giving 30 days notice to the Author of the proposed change. If Author does not agree that such change is in the best interest of all parties, the Author may promptly terminate this Publishing Agreement.

By completing the following and submitting the required materials, the Author agrees to all the terms and conditions in this Publishing Agreement.

Author:

Publisher:

By: _____

By: _____

Name; _____

Name: _____

Title of Work: _____

Title of Work: _____

Date Signed: _____

Date Signed: _____