

Publishing Contract

Agreement to Publish

This Contract is entered into as of this day of _____ by and between BK Royston Publishing, Inc., incorporated in the State of Indiana (hereafter known as the Publisher) and _____, a resident of _____ (hereafter known as the Author) concerning a book presently known as _____ (hereafter referred to as the Work).

o GRANT OF RIGHTS

- The Author, on behalf of the Author and the Author's heirs, executors, administrators, successors and assignees, grants the following exclusive worldwide rights to the Publisher:
 - To produce, publish and sell in electronic format(s) the Work in English for an indefinite period of time.
 - Optionally, to produce and sell in paper format(s) the Work in English for an indefinite period of time. (Check here if the Paper Format is to be included: ___x___).
- This is a distribution and publication license ONLY. This contract does not transfer ownership, copyrights, or trademarks from the Author to the Publisher.

o COPYRIGHT

Copyright is maintained by Author. Publisher shall include a copyright notice on the Work. Copyright registration is included in the publishing fees and will be completed by the Publisher. A copy of the copyright application and receipt for the application will be sent to the Author at the end of the publishing process.

o PUBLISHING FEES AND PAYMENT OPTIONS

The publishing fee for this Work is in the amount of _____. The Author has selected Copy editing of the Work and is calculated at .03 per word and thus, the editing fee for this Work is _____. The Publishing and Editing fees are based on the Work that was submitted to the publisher at that the time of the signing of the contract. If there are any addendums or major deletions, i.e. removal of a chapter or addition of a chapter or multiple paragraphs to the WORK, or additions to the work that are outside of the basic, standard editing corrections to the Work, the Work will need to be re-edited and an additional fee paid.

The editing and publishing process of the Work will begin when the Author has submitted full payment of the editing fee and 50% deposit of the publishing fee.

o EDITING OF THE WORK AND CHANGES TO THE WORK

The Work will be edited by a professional editor and 2 documents will be returned to the Author. One document will display the suggested grammatical edits that should be made to the Work to make it meet industry and reader standards. The editing fee for the Work is calculated at a rate of \$.03 per word.

Corrections are included in the Publishing Package of the Work but Making Changes to the Original Work submitted is not included in the Publishing Packages of the Work. Corrections are defined as misspelled words, chapters starting on the wrong side of the page, page numbers incorrect, missed images that were in the original submission of the work. Making changes to the work that are not included in the Publishing Packages and will require an additional fee after the Work has been submitted to the editing

phase include adding a chapter, deleting a chapter, adding additional images that were not included in the original submitted work. Making Changes to the Work after it has entered into the editing phase will be charged at the \$50 per incident change of text only. This means each email with an addition to the original Work that was submitted after the editing phase has begun will be charged a \$50 fee. If there is a change to the cover, not a correction but a change meaning a whole new cover picture, there will be a \$150 charge for changing the cover design for each new cover design

ROYALTIES

- For electronic and paper copies of the Work's **ONLINE SALES ONLY**, Publisher agrees to pay the Author a royalty equal to 50% of the net profits (calculated as the difference between the cost of production, including administrative and distributor fees and royalties as well as shipping, handling, tax and the retail price.
- Publisher has **NO RIGHTS** to the profits obtained from the Author's own sale of their Work of printed paper copies of the work purchased from the Publisher.
- No royalties shall be paid on copies distributed for advertising, reviews, promotional or other similar purposes; or on copies sold at cost or below, or provided free to the Author for the Author's personal use. No royalties shall be paid for any segments or chapters used for promotional purposes.
- Royalties shall be calculated and paid no later than the thirtieth (30th) of the month following the end of each calendar quarter for sales during that quarter.
- The Publisher makes no promises or guarantees regarding estimated sales figures including any marketing or promotional efforts.

○ **AUTHOR'S WARRANTIES**

- The Author hereby represents and warrants to the Publisher the following:
 - That the Author is the sole author of the Work;
 - That the Author holds the full power and authority to grant these rights;
 - That the Work has not been published in any format with any company or person that may still own proprietary rights to the Work;
 - That the Work is original and that no part of the Work was taken from or based on any other literary, dramatic or musical material, or from any film or graphic arts, except as identified in writing by the Author;
 - That the Work does not infringe upon any copyright or proprietary right, common law or statutory law; and does not contain any material of a libelous or obscene nature, or constitute a violation of privacy rights;
 - That the Author releases the Publisher from any responsibilities relating to any legal actions incurred by the contents of the Work or the Author;
 - That these representations contained herein are true on the date of the signing of this Contract.
- The Author warrants that the Author will not hereafter enter into any agreement or understanding with any person or entity which might conflict with the rights granted to the Publisher, herein, during the term of this Contract.
- The Author agrees to reasonable edits to allow the Work to conform to Publisher requirements, and correcting spelling and grammar errors, etc.).

○ **TERMS OF CONTRACT**

- This Contract is exclusive for Electronic and Paper Rights for a minimum of one year. The Author may enter into other publishing agreements for film, or other rights for the same work covered in this Contract. (Specific exceptions may be noted here)

○ **EXECUTION AND DELIVERY OF CONTRACT**

- If this Contract shall not be signed and returned to the Publisher within a period of two (2) weeks from the date of its transmittal to the Author, the Publisher shall have the option to withdraw its offer of agreement. Nothing contained herein shall be construed to vitiate the Publisher's right to

withdraw its offer of agreement prior to delivery of the signed agreement to the Publisher by the Author. The Publisher reserves the right to reject the Work and terminate this Contract if the Author fails to meet the afore-mentioned deadline, or if the Author delivers the Work and the Work is not accepted by the Publisher as being satisfactory.

- The Author agrees to deliver to the Publisher, a finished ___x___ one (1) complete manuscript of the Work, acceptable to the Publisher in Microsoft® WORD format, 12 point font and double spaced.
- Once the contract is signed, at least 50% of the publishing fee and all of the editing is paid, the manuscript enters the editing and cover design phase of publishing. The next phase of the publishing process is to return the work to the author, changes are made to the work and the work enters the formatting phase of the cover and interior of the book. After the formatting phase the book enters the proof copy phase.
- After the book has entered into the proofing phase, the balance due of any publishing fee is due prior to the proof copy of the book delivered to the author. There will be no refunds of any portion of the publishing fee once the book has entered into the proofing phase and no notice of termination of contract past the 14 day termination period. The Publisher promises to make every effort to make sure that the book will be revised even after the first proof copy of the book is delivered to ensure that the interior and exterior cover of the book is in a professional manner and printable to industry standards.
- This Contract may be terminated by either party within a 14 day written notice. The amount of the publishing fee will be refunded minus the editing fee, cover design fee \$250 and an administrative fee of \$200. The editing and cover design fees are paid in full at the beginning of the project to the editors and designers. There will be no refund of publishing fees once the proof copy of the book has been received by the Author.
- All rights granted to Publisher shall revert to Author at the time of such termination and Publisher shall make final royalty payments (if any) within thirty days of such termination. Publisher shall make good-faith efforts to end all distribution agreements during this period and, in any event, terminate such agreements for distribution of Author's work as quickly as feasible. Customer rights to access already purchased books shall continue, however.

○ **MISCELLANEOUS**

- Authors - Whenever the term Author refers to more than one person, such persons shall be jointly and severally responsible for all aspects of this contract.
- Bankruptcy - If the Publisher should file for bankruptcy or reorganization, or the Publisher liquidates its business for any reason, all rights granted by the Author to the Publisher will at that time revert back to the Author.
- Transferability - If the Publisher changes its legal form, is acquired by another entity, or otherwise changes ownership, all rights and responsibilities granted in this contract will be transferred to the succeeding entity.
- Severability - If any part of this Contract is determined by a Court to be unenforceable, the rest of the Contract is still considered to be in force.
- Copyright Infringement - In the event of copyright infringement for the duration of this contract, the Publisher may, at the Publisher's expense, take legal action in order to halt the infringement and/or seek damages from the infringing party. The Publisher shall not be required to take such legal action, nor shall the Publisher be liable to the Author should the Publisher refuse to take such action. Should the Publisher refuse, the Author may then, at the Author's expense, take such legal action.

○ **INDEMNIFICATION AND LIMITATION OF LIABILITY**

- The Author agrees to hold the Publisher harmless and indemnify the Publisher and its subsidiaries or affiliates, against any claim, demand, action, suit proceeding, or any expense whatsoever arising from claims of infringement of copyright or proprietary right, or claims of libel, obscenity,

invasion of privacy, or any other unlawfulness based upon or arising out of the publication or any matter pertaining to the Work.

- All warranties and indemnifications made by the Author herein shall survive termination of this Contract and any license granted hereunder.
- All services and products, if any, provided by the Publisher under this Contract are provided on an as is basis. The Publisher does not warrant that the services or products, if any, provided hereunder will be uninterrupted or error free. The Publisher disclaims any and all representations and warranties, express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, non-infringement, title, quiet enjoyment, data accuracy and system integration. The Publisher's total liability to the Author or any third-party for any and all damages shall not exceed in the aggregate the amount accrued by the sales of the Work within the relevant quarter. To the maximum extent permitted by applicable law, in no event shall the Publisher be liable for punitive, consequential, incidental, exemplary, indirect, or special damages, including without limitation, damages for loss of profits, revenues, business, use, data or other intangibles, whether or not such damages were foreseeable and even if the Publisher had been advised of the possibility or likelihood of such damages.

○ **GOVERNING LAW**

- This Contract shall be governed exclusively by and construed according to the laws of the state of Indiana, without giving effect to conflicts of law principles.
- Any legal action related to the terms of or obligations arising under this Contract shall be brought in the Clark County Courts, State of Indiana and the Publisher hereby consents to the personal jurisdiction of such court.

○ **ARBITRATION**

Any controversy or claim arising out of this Contract or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association and judgment upon the award may be entered in the highest court of the forum, State or Federal, having jurisdiction.

○ **ENTIRE CONTRACT**

This written Contract contains the sole and entire Agreement between the parties and shall supersede any and all other prior agreements between the parties. This Agreement may not be modified or amended except in writing signed by the party against whom such modification or amendment is to be enforced. By signing the following and submitting the required materials, the Author agrees to be bound by the terms and conditions of this Agreement.

_____, Author _____

Date _____

Julia A. Royston, BK Royston Publishing, Inc. (Publisher) _____ *Julia Royston* _____

Date _____ November 2, 2017 _____