

Independent Publishing Contract

Agreement to Format Work for Author Independent Publishing

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).

○ 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 correctly edit, format and design a cover for the manuscript presented so that it will be acceptable by a book printer for paper or electronic distribution of the above said manuscript.

○ 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.

○ 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 fee is 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.

○ 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.

○ ROYALTIES

- The Author collects their own royalties and submits their own print orders through their own publishing account for print and ebook via kdp.amazon.com. Publisher agrees to help the Author set-up their accounts and provide training videos and audio to assist with this process.

○ AUTHOR'S WARRANTIES

- The Author hereby represents and warrants to the Publisher the following:

- That the Author is the sole author of the Work and 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 has written permission or owns the rights to input any picture into their Work and will provide the Publisher with a copy of that written permission or license upon request;
- 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 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 for editing, formatting and preparing the cover and the interior documents for upload to the printer for the Author’s independent publishing. Once the publishing fee is paid, the documents are submitted to the author and they are ready for uploading to the author’s account along with any training materials, the contract is completed.
- **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 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 and the full publishing fee or an agreed upon deposit is paid, the manuscript enters the editing phase of the book. The editing phase is defined as the time with the unedited but completed manuscript is submitted electronically to the publisher by the author. The publisher will then submit this manuscript to their staff editor for the agreed upon editing services.

The Editing Phase

- The editing phase can last from an estimated period of 1 week to 3 weeks depending on the number of pages to be edited. During the editing phase, if additional pages are added or inserted, the editing fee will be recalculated and must be submitted prior to these pages being added to the manuscript or to be edited.

The Cover Design Phase

- The next phase is the cover design phase of publishing. The cover design phase is where a detailed description of the desired cover design is given to the publisher by the author. The publisher then relays the cover description and any other information to the graphic designer for design. The estimate period of time for the cover design will depend on the complexity of the

design but can take from 1 week to 3 weeks to complete. The publisher will deliver at least 3 draft designs to the author for their approval or for further explanation and direction for the desired cover design. The next phase of the publishing process is to return the work to the author with suggested changes and comments from the editor. The changes are made to the work by the author or an additional \$100 fee will be paid by the author for someone on the Publisher's staff to make the changes. Once the changes are made to the Work, the Work enters the formatting phase of the cover and interior of the book.

The Formatting Phase

- The formatting phase is defined as the time when the author has made changes to the Work and the Work has been resubmitted to the Publisher and the Publisher's formatting staff formats the interior and cover of the book to the industry standard and size agreed upon by the Author and the Publisher for print, eBook or both format(s). At the completion of the formatting phase, there will be created two documents by the Publisher for upload to the printer to the Author's Account.

Images

- The Non-Fiction Work is limited to 10 images. If the Author requests the non-fiction Work to contain additional pictures, there is an additional \$10 fee per image. This excludes Children's Book Works because these works normally include images and the publishing fee has already been calculated to reflect the number of images that will be included in a Children's book work.

Proof Copy Phase

- The proof copy phase of the book happens after the Author has paid the balance of the publishing fee and the Work has been uploaded to the printing company and a Proof copy of the book has been requested and mailed to the Author for their review. Given the nature of the Work, the publisher may request 2 copies of the proof copy so that the Publisher will have a copy of the same proof book that the Author is seeing. The additional proof copy for the Publisher is obtained at the Publisher's discretion and expense. 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.
- This Contract may be terminated by either party within a 14 day written notice. Because the book enters the editing phase, the amount of the publishing fee deposit or full fee paid will be refunded minus the editing fee, cover design fee \$250 and an administrative fee of \$100. 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 additional publishing fees once the proof copy of the book has been received by the Author.

○ 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.

○ INDEMNIFICATION AND LIMITATION OF LIABILITY

- The Author agrees to hold the Publisher harmless and will 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, allegations that images are not owned out right or given proper permission to the author 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 _____ March 6, 2019 _____