

eTreasures Publishing PUBLISHING AGREEMENT

eTreasures Publishing -- P.O. BOX 71813 -- Newnan, GA 30263 -- USA

This contract is entered into in good faith, and signatures from all parties named herein indicate acceptance and agreement to the terms described herein. This contract shall be considered legal and binding in all states and all countries.

This publishing agreement is entered into effective on the date signed (see Signatures clause, bottom of contract).

Between

_____ ("Author") writing as _____ residing at _____, with phone number(s),
_____ and has an e-mail address of _____

And

eTreasures Publishing ("Publisher")
P.O. Box 71813 -- Newnan, GA 30271 USA
Email: etresures@etresurespublishing.com

Regarding

Working Title: " _____ " ("Work")
Description/Subject Matter: _____

Length: Approx. _____ words and _____ submitted pages.

I. Grant Of Rights

The Author, on behalf of himself and his heirs, executors, administrators, successors and assignees, grants the following exclusive North American Serial Rights to the Publisher to produce, publish, and sell in any formats, including electronic download, disk, CD, paperback, hardcover, or any other format, at the Publisher's sole discretion now known or to be invented, the Work in U.S. English.

1. Author hereby retains all rights to the work not specifically granted to publisher in this contract.

II. Author's Warranties

A. The Author hereby represents and warrants to the Publisher the following:

1. That he/she is the author and sole owner of the Work, or has been assigned exclusive rights to the Work.
2. 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.
3. That the Work does not infringe upon: i) any copyright; ii) any privacy rights, iii) any other right of a third party; or iv) any common law or statutory law.

4. That the Work does not contain any material of a libelous or pornographic nature, racism, hate, humiliation, or any other offensive material. Publisher has the right to delete such material without Author's permission so as not to cause embarrassment or offense to others.

5. That the Work is not in the public domain, and that the Work has not been published in any electronic format with any company that may still own such rights to the Work; and

6. That the Author holds the full power and authority to grant these rights.

7. If this work has been previously published in any electronic form, Author warrants that the rights granted herein have reverted to him/her. As an addendum to this agreement, Author shall present some written memorandum documenting the reversion of the rights granted by any publishing company that may still own proprietary rights to the Work.

8. If a judgment is obtained against Publisher for usurping rights still controlled by a publisher or other entity than Publisher or Author, the Author agrees to hold Publisher harmless and to indemnify Publisher for reasonable damages and costs. If Publisher prevails against a suing party or resolves the matter by out of court settlement, Author will not be liable to indemnify Publisher for defense and settlement costs.

B. The Author agrees to hold the Publisher harmless and indemnify the Publisher 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 from claims or 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.

C. The Author also warrants and represents that, to the best of Author's knowledge and belief, all statements of fact contained in the Work are true and based on appropriate and diligent research.

D. The Author also warrants that he/she will not hereafter enter into any agreement or understanding with any person or entity that would conflict with the rights granted to the Publisher during the term of this contract. The Author hereby agrees not to submit said work for the term on this contract.

III. Manuscript

A. The Author agrees to deliver to the Publisher the completed Work on or before sixty (60) days from date of contract in the digital format agreed upon by the Publisher and the Author. Should unforeseen circumstances prevent the Author from meeting this deadline, he/she agrees to notify the Publisher in a timely fashion to determine whether an extension will be granted. In any case, extension will not exceed one hundred and twenty (120) days from date of contract.

B. Author shall also, at the time of submission of final Work, include written authorizations or permissions for the use of any copyrighted or other proprietary material that appears in the Work, including but not limited to art, illustrations, or quotes. These permissions and authorizations shall be obtained at the Author's own expense.

C. The Publisher reserves the right of final approval on final Work submissions. The Author shall be notified of such acceptance within sixty (60) days of receipt of Work or revised Work.

D. The Author is responsible for maintaining backup copies of Work.

E. The Publisher reserves the right to reject the Work and terminate this Contract if the Author fails to meet the above-mentioned deadline, or if the Work does not meet the Publisher's minimum standards of quality.

F. The Publisher retains the right to edit and revise the Work for any and all uses described under this Contract, provided that the Author's original concept of the Work is not materially altered without the Author's agreement that such changes are necessary for the overall improvement of the Work. Publisher has the right to delete or omit any racial slurs, or any indications of racism, hate, humiliation, or any other passages that would be offensive.

1. Publisher may assign an editor to work with Author in making revisions. The Author will be notified prior to any and all substantial changes, which will be made only with the Author's approval and participation. The author will not be required to pay for the services of any editor assigned by Publisher to prepare the Work for publication by Publisher.

2. The author agrees to return the revised manuscript to the editor within thirty (30) days. Should more time be required, the Author shall notify the editor with an estimate of the amount of additional time needed.

G. Publisher will provide a proofing copy of the Work, for which Author must provide corrections within fourteen (14) days. If the proofing copy is not received as agreed, Publisher has the option to release the book as is, or delay release, or terminate the agreement as warranted. Publisher may make corrections of typographical errors without Author's consent.

H. Author may choose to provide own cover art and if so doing, it will be at Author's own expense. Author will be asked to produce proposed back cover blurb text. At all times, the final decision of cover art and text rests with the Publisher.

I. In the event the Author requests a change in cover art or desires to make substantial changes in the Work post-publication, Author agrees to reimburse the Publisher for the additional fees required to republish the Work. Any changes in cover shall be at the expense of the Author, as well as any editorial fees involved.

J. Publisher has final approval of release title of the Work. Every attempt will be made to use the title suggested by the Author, but Publisher has the option to change the release title if the Author's suggested title is too similar to any books already in release by Publisher or recent releases from any other publisher, or if Publisher deems that a more appropriate title is necessary. In the event of a title change, Author will be given an opportunity to suggest alternative titles.

K. Publisher will be responsible, at its own expense, to prepare the Work for release for all formats outlined. This would include all conversions from the manuscript into various digital formats (e.g. HTML, PDF, POD Paperback, etc.).

1. Publisher will make the Work available in all its regularly marketed electronic/digital formats. The exception to this provision is for Works containing a substantial number of color graphics and/or illustrations that are not translatable into all formats. In Works of this type, Publisher will format for those digital programs best suited for the nature of the Work (e.g. PDF, CD-ROM, POD Paperback, etc.).

L. The Publisher shall have the right to produce, advertise, promote, and publish the Work in a style in which Publisher deems appropriate to the Work, including format, pricing and distribution. Publisher has the right of final approval of Author's manuscript.

M. Author agrees that this agreement is for publishing purposes, and Author agrees to promote his/her work to the best of his or her ability.

N. If the Publisher does not publish and make available for sale the Work named in this Contract within twelve (12) months of contract signing, this Contract is void and all rights revert to the Author, unless otherwise agreed upon by Publisher and Author.

IV. Royalties

- A.** The Publisher agrees to pay the Author a royalty of thirty-five percent (35%) of the retail price received by the Publisher on electronic formats sold by the Publisher. Print edition, if applicable, shall be at the rate of 15% of the retail price.
- B.** Royalties shall be calculated and paid semi-annually by check via regular US Mail. Royalties shall require a ten dollar (\$10) USD minimum before paid. Any account containing a balance of less than \$10 USD shall be rolled over to the next statement, or until the minimum balance has been reached. All payments are made in United States Dollars. Authors outside the United States shall be responsible for conversion to their country's currency.
- C.** Author may request a statement of sales recorded and royalties owed by notifying the Publisher in writing or via email no more than once per quarter
- D.** No royalty shall be paid on copies distributed for review, advertising, publicity, promotional purposes, samples, or other similar purposes, or on copies sold below or at cost. Author may purchase copies at a discount equal to the royalties for the edition the Author is purchasing, therefore no royalties are paid on Author purchases. If Work is sold at a discount to distributors or re-sellers, Author shall be notified of the transaction, and shall be paid the same royalty rate, but only on the price sold to the distributor or re-seller. Retailers have the right to increase price without further payments to Publisher or Author.
- E.** If the Author should pass away before all royalties have been paid, Publisher will pay royalties to Author's heirs, assigns or beneficiaries. Author shall make available to Publisher, in writing, the names, addresses, and phone numbers of beneficiaries, with instructions on division percentage-wise to any and all beneficiaries.
- F.** The Publisher shall keep sales records with a running royalty payments under Section IV (A) hereunder and sold during the term of this Agreement, such records to be sufficient to permit verification in accordance with the accuracy and completeness of the information and the royalties required to be reported and paid under this Agreement. Publisher shall not be required to keep such records beyond six (6) months after each due date for payment of royalty for such products. Publisher agrees to provide Author a sales record upon request, no more than once per quarter.
- G.** Discounts – The Author shall receive 35% off the retail price of CD-ROM versions and 15% off the retail price of the print versions (if applicable) for Author purchases, and will receive no royalties on Author purchases. Author may re-sell purchased copies at any price they choose. Author agrees not to make copies of any Work in any manner. E-Mail attachments can not be purchased by Author for re-sales. Any discounts given to re-sellers other than the Author, shall result in the Author receiving the same royalties as outlined, but will be on the discounted sales price, not the retail price. Publisher agrees to notify Author of such sales. Publisher will only reduce the retail price for set quantities per Publisher's policy.

V. Copyright

- A.** The Author shall provide to the Publisher a photocopy of the copyright registration if the Work has been previously copyrighted. The copyright is the Author's property, and it is the Author's responsibility to register the copyright of the Work.
- B.** The Publisher will, to the best of its ability, ensure that copyright notice shall appear in accordance with U.S. Copyright laws, and show the Author as the owner and holder of copyright to the Work.

VI. Advertising and Promotion

A. The Publisher shall have the right to use the Author's name or pseudonym, likeness, and biographical material for any reasonable advertisement, publication, promotion of the Work itself, its title and all material. Publisher agrees to provide to the Author, free of charge, a web page on Publisher's site. Author must provide the information for this web page. Author may or may not be offered an e-mail account with Publisher's site.

B. The Publisher retains the right to determine the type, time, method, place and manner of advertising and promotion, except as agreed to in writing signed by both the Author and the Publisher.

C. The Author agrees to share with the Publisher copies of reviews received; and the Publisher likewise agrees to same.

D. The Author is responsible for providing all books and promotional materials necessary for conferences, signings, mailings, etc.

E. The Author may not copy or sell copies of the Work other than those procured through the Publisher. Publisher reserves the right to increase this surcharge in the event the costs of production increase, and shall provide notice of increase to Author as soon as increase is made known to Publisher.

F. If the Author has a website, the Author may use up to 10 pages, including prologue, of the final, approved version of the Work for promotional purposes on his/her website. The Author's website must include a link to the Publisher's website. At no time shall the entire work be published on any website, blog, group, or any other public domain.

G. Publisher will set the retail price ("cover price") of the Work, based on length, comparable works and format. Publisher reserves the right to raise or reduce the price as needed to stimulate sales. Publisher agrees not to reduce the price for six months following the initial release of each e-book listed in Section I without the written agreement of Author except as required by vendor/distributor for placement of the Work.

H. Author agrees to heavily promote Work to the best of his/her ability in any manner in order to increase sales, so long as all copies are obtained from Publisher.

VII. Term of Contract

A. The Contract shall expire three (3) years from the date of initial publication, and may be renewed by mutual consent of the Author and the Publisher. The initial publication date shall be set forth in writing by the Publisher, and Author will be notified should it be necessary to change the release date.

B. All rights to the original Work as submitted will revert to the Author without prejudice upon expiration of this contract. Should Author wish to terminate this contract prior to its expiration without a contract from another publishing company as outlined herein, Author agrees to compensate Publisher \$150 less royalties received for editing and formatting purposes. In consideration of this payment, the Publisher agrees to release any and all further claim to compensation for the finished Work.

C. All rights to the original Work as submitted will revert to the Author without prejudice upon expiration of this contract.

VIII. Miscellaneous

A. Whenever the term "Author" refers to more than one person, such persons shall be jointly and severally responsible for all aspects of this Contract.

B. If the Publisher should file for bankruptcy or reorganization, or the Publisher liquidates its business for any reason, the Author may terminate this Contract within thirty (30) days by giving written notice. All rights granted by the Author to the Publisher will at that time revert back to the Author. Publisher may agree to sell company without notice to Author and the new owner shall govern any contract for Work.

C. 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.

D. In the event that the Work submitted for publication has been published in print, the Author agrees to provide proof that contract is null and void. In the event Author wishes to have the print edition to have an ISBN number and Barcode to sell at bookstores, Author agrees to pay a one time, non-refundable fee of \$75 and the ISBN will be placed on the cover of the print edition and on the copyright page on the interior of the book. The fee shall accompany this contract at the time of submission in the form of a money order, or international money order in U.S funds if the Author is outside the United States.

E. Author agrees that at no time will the Work be distributed freely to any person or persons except for reviews, which shall be forwarded to the Publisher for placement on the Work's review page. Author agrees to purchase copies of from the Publisher only, at the Author's discount. Author purchased copies can be resold at a price suitable to the Author without further compensation to the Publisher. Author purchased copies may not be re-copied in any manner whatsoever.

F. This contract does not give Author the right to have any say in the operations of eTreasures Publishing, nor the design or operation of its web site, and in fact, gives the Author no rights to any company business except as pertaining to the Work. To attempt to do so shall be terms for immediate termination of this contract.

G. Should this contract be determined to be in breach by the Author, the Publisher has the right to cancel this contract immediately at the sole discretion of the Publisher, and Author shall pay \$4,450 for services rendered for creation of cover, editing and copyediting services, formatting fees, customized book interior, creation and design of web pages for Author and Work. The Publisher has the right to delete web pages without refund to Author. All work done on the manuscript will become the property of the Author upon receipt of the above fee.

H. Should Publisher decide, at their sole discretion, the Work to be of superior quality, Publisher shall have the right, at its own expense, with notification by e-mail to the Author, the option of creating from said Work a screenplay script for movie/film, and offering it to film makers/producers. Should script be accepted for movie/television, Publisher shall share payments to the Author at a 70/30 split with 70% going to the Publisher for all efforts, including payments made to have script produced from the Work. Should such an event occur, Publisher agrees to provide Author with a copy of the script as proof of efforts. Publisher does not guarantee acceptance of script, but will make every effort to submit it to the appropriate producers, film makers, agents, directors, and any others deemed appropriate.

I. Publisher agrees to provide Author with three (3) copies of the print version and three (3) copies of the electronic version on CD-ROM. Copyright registration requires two (2) copies of the published version be sent with registration form and fees. The Author agrees to submit the requirements and provide a copy of the registration certificate immediately upon receipt. Author shall be in breach of this contract if CD-ROM is copied and distributed without procurement from the Publisher and shall be held liable as outlined in Section VIII, Paragraph G.

Entire Agreement – This Contract hereby constitutes the entire agreement between the Author and the Publisher, and may not be altered, terminated, or amended except in writing executed by all parties named herein.

I have read or had read to me the full contents of this contract. I fully understand the terms and conditions and agree to them as outlined herein by placing my signature below.

Signature of Author: _____ Date _____

Signature of Publisher: _____ Date _____

(The rest of this page is blank and contains no clauses on this page above Entire Agreement Statement. The final clause is Section VIII, Paragraph I on page 6.)

