

eTreasure Publishing PUBLISHING AGREEMENT

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

SAMPLE CONTRACT

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 countries.

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

Between

("Author") writing as , residing at

And

eTreasures Publishing ("Publisher")
P.O. Box 71813 -- Newnan, GA 30263 USA
Email: etresures@etresurespublishing.com

Regarding

Working Title: ("Work")

Description/Subject Matter:

Length: Approx. words (page length to be disclosed after formatting by Publisher)

I. Grant Of Rights

The Author, on behalf of himself and his heirs, executors, administrators, successors and assignees, grants the following non-exclusive rights to the Publisher to produce, publish, and sell in print-on-demand trade paperback and exclusive rights to publish in electronic formats, including electronic download, disk, CD, or any other digital format at the Publisher's sole discretion now known or to be invented the Work in English.

1. **FEES:** The Author agrees to pay a set-up fee of \$159.00 (One Hundred Fifty-Nine Dollars) for Work, which shall include print set-up fees and fees for bar code and ISBN number for Work. Payment shall be made by Cash, Money Order, or Cashier's Check only. If using Money Order or Cashier's Check, Author shall make payable to eTreasures Publishing. Publisher agrees that this fee is at cost, without any profits to Publisher. This set-up fee does not include any books printed. Printing costs are additional and separate. Publisher agrees that there shall be no other set-up fees involved without notification in writing to Author in advance of publication of Work. Publisher agrees to disclose the purpose of any and all additional fees, in the likelihood that any should arise

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 obscene nature.
5. That the Work is not in the public domain, and that the Work has not been published in any electronic format or trade paperback 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 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, with the exception of print book by a valid publishing house that offers reasonable advance payment. The Author hereby agrees not to submit said work for six (6) months from first date of publication by Publisher to any other publisher.

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 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 thirty (30) 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.

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 an agreed-upon time. If the proofing copy is not received as agreed, Publisher has the option to delay release or terminate the agreement as warranted. Publisher may make corrections of typographical errors without Author's consent.

H. Author shall provide cover art at his/her 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 set-up fees required to republish the Work. Any changes in cover shall be at the expense of the Author, as well as any new set-up 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), or print formats (layouts for print-on-demand).

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 electronic 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, 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 self-publishing purposes, and Author agrees to promote his/her work and any Author purchased books shall be at a minimum of 20 books per order. Publisher agrees to discount Author purchases without royalties paid on said purchases.

N. If the Publisher does not publish and make available for sale the Work named in this Contract within twelve (12) months of the mutually agreed upon release date, 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, and fifteen percent (15%) on print books sold by Publisher and/or from third party sales outlets, including on-line booksellers. Author shall not receive any royalties on shipping and handling charges. Author has the right to purchase books from the Publisher in print and/or CD-ROM at the discount mentioned herein and set the retail price without compensation to the Publisher for sales at book signings, conventions, etc.

B. Royalties shall be calculated and paid immediately upon receipt of funds in Publisher's PayPal account, provided Author has a PayPal account, or quarterly if paid by check via regular US Mail. Royalties paid by check via mail shall require a ten dollar (\$10) minimum before paid. Any account containing a balance of less than \$10 shall be rolled over to the next quarter, or until the minimum balance has been reached.

C. Royalty statements shall be distributed to the Author at such time as the minimum payment amount has been reached. 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 paper or digital copies distributed for review, advertising, publicity, promotional purposes, samples, or other similar purposes, or on copies sold below or at cost.

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 of products requiring 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 an account page so as to view sales records at all times.

V. Copyright and ISBN Numbers

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.

C. The Publisher shall obtain appropriate International Standard Book Numbers (ISBNs) for the Work as part of the set-up fees for self-publishing 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 and an e-mail account with the Publisher's web site for the duration of this contract and renewals. Author may provide the information for this web page.

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. Print: The Author may not copy or sell copies of the Work other than those procured through the Publisher. The Author may purchase an unlimited number of print books for the Author's resale for use at conferences, signings, local booksellers, etc., at discount from the Publisher in a minimum quantity order of twenty (20) copies per order. 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 three (3) chapters, 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.

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

format listed in Section I without the written agreement of Author except as required by vendor/distributor for placement of the Work.

VII. Term of Contract

A. The Contract shall expire one (1) year 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 date. Unless notification otherwise is received ninety (90) days in advance of expiration, the terms of this contract will renew automatically for a term of one year.

B. Should the Author receive an offer for print publication by a viable traditional publishing house, offering a substantial advance, Author shall provide proof of said acceptance (e.g contract with another publisher). Upon acceptance of the terms of that contract, indicated by the signature of the author (and his or her representative, if relevant), the terms of this contract shall then become null and void provided Author has given thirty (30) days written notice prior to acceptance of that contract. At the end of the thirty days, Publisher agrees to remove Work from Publisher's website and withdraw Work from re-sellers list.

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

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 any contract for Work shall be governed by the new owner.

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. 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.

Signature of Author _____

Signature of Publisher _____ Date _____

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