

This is a standard boilerplate contract.

BOOK CONTRACT

Agreement made this _____ day of _____, 200__, between

THE PARTIES AGREE as follows:

I. GRANT OF RIGHTS

The Author hereby grants and assigns exclusive rights to the Publisher to publish and market the Work throughout the World, including North America, the United States and its territories and possessions, in any medium and in any media now known or hereafter devised, directly or through affiliate companies at retail prices to be determined by the Publisher.

II. ADVANCE

The Publisher shall pay to the Author or to his/her duly authorized representative an advance of against all the Author's earnings under this Agreement, payable as follows:

(1) _____ advance for the manuscript tentatively titled, _____ to be paid as follows:

- \$ _____ due within 30 days of complete and edited manuscript
- _____ due within 30 days of publication date

III. ROYALTIES

Publisher shall pay Author or his/her duly authorized representative the following amounts:

A. Hardcover

On all copies, less reasonable reserves for returnable copies, of a regular hardback edition sold by the Publisher through normal trade channels, the following royalties: **Eight percent (8%)** of the cover price as reported by XYZ Publishing. and distributors on the first **twenty thousand (20,000)** copies of the Work sold; and **Ten percent (10%)** of the cover price on all copies of the Work sold thereafter

B. Trade Paperback

On all copies, less reasonable reserves for returnable copies, of a regular trade paperback edition sold by the Publisher through normal trade channels, the following royalties: **Six percent (6%)** of the cover price as reported by XYZ Publishing and distributors on the first **twenty thousand (20,000)** copies of the Work sold; and **Eight percent (8%)** of the cover price on all copies of the Work sold thereafter.

C. Mass Market

On all copies, less reasonable reserves for returnable copies, of a regular trade paperback edition sold by the Publisher through normal trade channels, the following royalties: **Six percent (6%)** of the cover price as reported by XYZ Publishing and distributors on the first **twenty thousand (20,000)** copies of the Work sold; and **Eight percent (8%)** of the cover price on all copies of the Work sold thereafter

D. Electronic Versions

On any Electronic Books or Electronic Versions of the Work sold by the Publisher, the following royalty, **four percent (4%)** of the invoice price as reported by XYZ PUBLISHING (MADE UP NAME). Notwithstanding the foregoing, where the Electronic Book or Version is sold as part of a product that combines literary works by more than one author (a "Combined Product"), Publisher shall pay Author a pro-rata share of the royalty provided for in this Paragraph III B, based upon such factors as the customary royalties to copyright holders where an equivalent amount of material is taken from such individual titles, or the percentage of the Combined Product's total content that is comprised of material from the Electronic Book or Version of the Work. Author shall have the right to approve sales of an Electronic Book or Version of the Work as part of a Combined Product, which approval shall not unreasonably be withheld or delayed.

E. Remainder Sales

On all copies of the Work sold at a "Remainder Price" under the terms of Paragraph XII, the royalty shall be **five percent (5%)** of the net amount received by the Publisher. No royalties will be paid on copies sold at or below manufacturing cost.

F. Promotional and Complimentary Copies; Author's Copies

On all copies of the Work given away or sold at or below manufacturing cost, no royalty shall be paid. On all copies purchased by Author at the reduced rate stipulated in Paragraph IX, no royalty shall be paid. On all copies purchased by Author under the terms of Paragraph XII B, no royalty shall be paid.

IV. SUBSIDIARY RIGHTS

Without limiting the generality of Paragraph I, the rights granted to Publisher by Author under this Agreement will include without limitation the exclusive authorization to exercise, or license others to exercise, the rights in the Work enumerated below. The amounts actually received by Publisher from the sales or license of such rights are to be shared by Author and Publisher in the percentages indicated:

- (1) Publication by book clubs in complete, condensed or abridged versions.

Publisher's Share 50% Author's Share 50%

- (2) Publication of selections, condensations or abridgements in anthologies, textbook editions or book digests.

Publisher's Share 50% Author's Share 50%

- (3) Publication in newspapers and magazines, prior to publication of the first edition of the Work (the so-called "first serial rights").

Publisher's Share 50% Author's Share 50%

- (4) The rights to produce, incorporate or otherwise use the text and, where applicable, the illustrations of the Work or any portion thereof in film strips, transparencies or slides; microfilm, microfiche card or other microfiche reproduction; electronic, photographic, chemical or other microfiche reproduction; photographic, chemical or other methods of reprography; retrieval, dissemination and reproduction of information by any means, now known or hereafter devised.

Publisher's Share 50% Author's Share 50%

(5) The rights to use and adapt the Work for or in conjunction with computers or computer programs; or in any system of programmed instruction.

Publisher's Share 50% Author's Share 50%

(6) The rights to use and adapt the Work or any portion of the Work for display, performance, or dramatization in stage, audio recording, radio, motion picture, television and any other audio or audio visual productions, including, without limitation, in multimedia software programs (such rights are collectively referred to herein as the "Media Rights") and the right to publish and distribute such adaptation throughout the world, in any language, in any medium, and in any media now known or hereafter devised. Publisher's right to use and adapt the Work shall include the right to prepare derivatives of the Work in above referred media and mediums and, in the process of preparing such derivatives, the right to modify, rearrange, or transpose the Work and combine the Work with other works.

Publisher's Share 50% Author's Share 50%

(7) The exclusive rights ("Merchandising Rights") to utilize portions of the Work and the names, characters, artists' portrayal of characters, likenesses and visual representations in the Work in connection with the manufacture, advertising, distribution and sale of goods and/or services.

Publisher's Share 50% Author's Share 50%

(8) Foreign language rights are granted in Spanish, German, Dutch and French for a period of ten (10) years from publication date. As which point, if the work is not published in any of the above languages the rights to those languages revert back to the author.

Publisher's Share 50% Author's Share 50%

V. AUTHOR'S REPRESENTATIONS AND WARRANTIES

A. The Author represents and warrants to the Publisher as follows:

- (1) that he/she is the sole author of the Work and owner of the copyright and this Work;
- (2) that Work has not been produced in any other format;
- (3) that all statements in the Work are true, based on reasonable research;
- (4) that the Work is original and does not infringe upon any existing common law or statutory copyright or upon any common law right, proprietary right, civil right, or any other right whatsoever, and that no part thereof was taken from or based upon any other literary, dramatic or musical material, or any motion picture;
- (5) that the Work is innocent and contains no matter that is libelous, or violates any rights of privacy, or of publicity, or is otherwise contrary to law; and statements in the work asserted as facts are true or based upon reasonable research for accuracy;
- (6) that the Work has not heretofore been published in any form;

- (7) that the title of the Work may be legally used by the Publisher in the exercise of all or any of the rights herein conveyed;
- (8) that he/she has not done nor will not do anything to impair the good enjoyment of the Work;
- (9) that Author is the sole and exclusive owner of the rights herein conveyed to the Publisher; that he/she has not heretofore assigned, pledged or otherwise encumbered the same; and that he/she has full power to enter into this Agreement and to make the grants herein contained; and
- (10) that the representations and warranties of the Author contained in this Agreement are true at the date of signing and shall be true upon the date of publication of the Work, and thereafter, and the Publisher may rely upon them in dealings with any third party relating to the Publisher's rights under this Agreement.
- (11) Except as allowed under the sections of this agreement governing promotion of the work, Author retains ownership of the characters and controls their use in sequels or series books, whether published by Publisher or another Publisher. Publisher will have a non-exclusive right to use the title, all the material, including characters in the Work, for the purpose of advertising, publishing and promoting the Work.
- (12) Nothing in this agreement shall obligate the Author to submit any additional, unrelated works to Publisher.

B. The Author agrees to hold harmless and indemnify the Publisher against any claim, demand, action, suit or proceeding, recovery or expense of any nature whatsoever arising from any claims or infringement of copyright or proprietary right, or claims of libel, unlawfulness or invasion of privacy or based upon or arising out of any matter or thing contained in the Work; or any breach of warranties or representations herein contained.

C. The Publisher shall promptly notify the Author of any claim, demand, action, suit or proceeding which may relate to the warranties or representations of the Author under this Agreement, and the Author shall indemnify the Publisher against all reasonable expenses in connection with such defense and shall comply with and pay any judgment, decree or fine, penalty or settlement made in relation thereto. The Publisher shall have the right to extend the benefit of the Author's representations and warranties to its distributors, vendors, licensees and the Author shall be liable thereon to such distributors, vendors and licensees, to the same extent as if such representations and warranties had been originally made to them. The Publisher shall have the right for itself, its distributors, vendor, licensees, and on the behalf to the Author to effect any settlement of such claim, demand, action, suit or proceeding which, in the opinion of the Publisher's counsel, shall be reasonable and proper in the circumstances.

D. In defending any such claim, demand, action, suit or proceeding, the Publisher shall have the sole right to select counsel. The Author may at his/her own cost and expenses select separate counsel to act on his/her behalf.

E. These warranties, representations and indemnities shall survive the termination of this Agreement.

F. While any claim, demand, action, suit or proceeding is still pending; the Publisher may at its option, withhold all or part of the amounts due to the Author under this Agreement with the Author, until such sums in respect of which the Author has agreed to indemnify the Publisher, its distributors, vendors, licenses, shall have been paid in full. The failure by the Publisher to withhold all or part of such amounts shall not prejudice any other right or remedy which the Publisher may have against the Author. Notwithstanding the foregoing, if a claim or demand shall not result in a proceeding and shall remain completely dormant for eighteen months, Publisher shall not continue to withhold funds based upon such claim.

G. The representations, warranties and indemnities contained in Paragraph V (A) shall not extend to drawings, illustrations, or other material not furnished by the Author.

H. If the Author has an agent, as indicated by the inclusion of an agent's name and address on the first page of the Agreement, until receipt by the Publisher of notice signed by the Author canceling the agent's authority hereunder, all payments accruing to the Author under this Agreement shall be made to such agent, and the receipt by such agent shall constitute a full and valid discharge of the Publisher's obligations for such payments under this Agreement. The Author's agent is fully authorized to do and perform all acts on behalf of the Author in all matters arising out of or under this Agreement, and the Publisher may conclusively rely upon such authority until actual receipt by the Publisher of written notice, signed by the Author, canceling or limiting such authority. No such revocation or limitation shall affect the validity of any act of the agent prior to receipt of such notice by the Publisher to the extent that the Publisher has relied thereon.

VI. AUTHOR'S NAME AND LIKENESS

A. The Publisher shall have the right to use the Author's name or pseudonyms together with the Author's likeness in a reasonable manner to advertise and promote the sale of the Work, with the Author's consent, not to be unreasonably withheld.

B. The Author has the exclusive right to the use of his/her name or pseudonym listed as the author in connection with this Work. Publisher cannot prevent Author from using the same name or pseudonym for any other publisher or for any other book genre. Publisher will have a non-exclusive right to use Author's name, likeness, and biographical material for the purposes of advertising, publishing and promoting the Work itself

VII. ACCEPTANCE OF MANUSCRIPT AND CHANGES

- A. The Author shall work with the editor(s) selected by the Publisher and agrees to make reasonable changes and revisions recommended by the editor(s), and or Publisher.
- B. The Author shall deliver the complete and edited manuscript of the Works which, in content and form is satisfactory to the Publisher and fit for publication on or before the date stipulated by the Publisher. The Author agrees to submit _____ to Publisher by, _____ in order to meet a publication date of _____.
- C. The Publisher is allowed to alter the Work as it sees necessary and will consult with the Author prior to making significant changes to the text of the Work. Publisher may, in its sole discretion, change the title of the Work after consultation with the Author. The Author will respond to Publisher's request for consultation under this paragraph within such time as Publisher may reasonably request.

VIII. PUBLICATION OF WORK

A. The Publisher may at its own expense publish the Work within twenty-four months following the delivery and acceptance of the complete and edited manuscript of that volume. If not published within the twenty-four month period, the rights will automatically revert to the Author.

B. In the event of any delay from cause beyond the Publisher's control, the publication date may be postponed, one time only, until the next spring or fall season immediately following the cessation of the cause of the delay.

C. The Publisher shall have sole discretion to determine the style, type, manner and all other matters relating to production and printing of all editions, the fixing and modification of list, wholesale and retail prices of all editions, and all matters relating to distribution and sale.

D. The Author agrees that during the term of this Agreement he/she will not without the written permission of the Publisher, publish or permit to be published any material in book, magazine, pamphlet or newspaper form, based upon the material in the Work, or which is reasonably likely to injure its sale.

E. The Publisher shall submit, where time permits, page proofs of the Work to the Author. Unless other arrangements are agreed to by both parties, the Author shall correct and return the proofs to the Publisher within fourteen (14) days of receipt thereof.

IX. AUTHOR'S COPIES

On publication of the first edition of the Work, Publisher will give to Author () copies of said edition. Author may purchase additional copies at a discount of fifty percent (50%) off the retail price. No royalty shall be paid on copies purchased by Author under the terms of this Paragraph.

X. THE COPYRIGHT

A. Upon first publication of the Work, the Publisher shall duly register the Work for copyright in the name of the Author in the United States of America under the Universal Copyright Convention, and shall insert the requisite copyright notice in all copies of the Work that are distributed to the public. The Author agrees to execute such documents, which in the opinion of Publisher are or may become necessary for this purpose.

B. The Author authorizes the Publisher at the cost and expense of the Publisher to make the Author a co-plaintiff with Publisher in any litigation against a third party for infringement of the copyright on the Work, but the Publisher shall not be liable to the Author for its failure to take such action. If the Publisher shall fail to take timely action then the Author may do so in his/her own name and at his/her own cost and expense. Any recovery from such litigation shall be applied first to reimburse such cost and expense in connection therewith, and the balance shall be divided equally between the Author and the Publisher, but only if the Publisher participates in the defense.

C. The Author agrees that if the present copyright law of the United States of America or of any other country in which the Work is protected by copyright shall be amended or changed or a new copyright law be enacted so that the term of copyright is extended or the benefits thereunder enlarged, the Publisher and Author shall forthwith automatically become entitled to all of such enlarged benefits thereby conveyed for such extended term.

XI. ACCOUNTING AND PAYMENTS

A. Publisher shall prepare statements accounting for all payments due Author under this Agreement on an annual basis calculated from the date of first publication of the Work. Publisher shall mail each such statement to Author thirty (30) days after the close of each period accompanied by payment to the Author of the amounts due for said period, if any.

B. If the Author shall have received amounts in excess of the royalties due Author, then the Publisher may recoup such overpayment from any further royalties payable to the Author under this or any other- Agreement with the Author.

C. Upon reasonable written notice, Author or a certified public accountant may, at Author's expense and no more frequently than once a year, examine the books and records of Publisher, which relate to sales of copies of the Work. Such inspection shall take place at Publishers' place of business during normal working hours. Unless written objection is made within sixty days from the date on which an accounting is mailed to Author and Publisher's books are examined by Author or his/her accountant as provided above within twelve (12) months from the date of rendering of the accounting, each accounting rendered by Publisher will become incontestable.

XII. EXCESS INVENTORY

A. If at any time after one (1) year from publication of the Work, Publisher has copies on hand which, in its judgment, cannot be sold through usual marketing channels, Publisher may sell such copies at a "Remainder Price," i.e., at a special discount of sixty percent (60%) or more off the retail price of the Work. All copies sold at a Remainder Price shall be accounted for separately and not included in sales totals, and the royalty on each copy sold shall be **five percent (5%)** of the net amount received by Publisher. No royalties will be paid on copies sold at or below manufacturing cost.

B. The Publisher shall notify Author of any remainder sale and provide Author the opportunity to purchase all or part of the inventory at the manufacturing cost. Author must notify Publisher within thirty (30) days of the date of Publisher's notification as to whether or not Author wishes to make such purchase. No royalties will be paid on copies sold to Author under the terms of this Paragraph.

XIII. NON-PUBLICATION AND OUT OF PRINT PROVISIONS

A. If the Work is not published by Publisher, or one year from the date of first publication of the Work, it shall no longer be in print and for sale, then the Author may give written notice to the Publisher of his/her desire to terminate this Agreement, and in such event the Publisher shall declare within sixty (60) days in writing whether or not it intends to print or reprint or cause the Work to be printed or reprinted. If the Publisher declares its intention to do so such publication shall take place no later than one (1) year from the giving of such notice. If the Publisher shall within sixty (60) days declare in writing that it does not intend to print or reprint, or if the Publisher within such time declares that it does so intend to publish or reprint, but does not publish within one (1) year period, then all rights granted hereunder shall terminate and revert to the Author at the end of such sixty (60) days or one year period or if the Publisher does not respond.

B. The Work shall be deemed to be in print if it is on sale by the Publisher in book form.

C. Nothing contained in this Agreement shall obligate the Publisher to exercise any or all of the rights granted hereunder, or to publish or to cause to be published hardcover or paperback editions of the Work, or to distribute, market, or exploit the Work anywhere in the World.

D. The Work shall not be deemed out of print nor shall the Publisher be liable because of delays caused by war, invasion, insurrection, blockade, embargo, riot, flood, earthquake, act of God, fire, strike, breakdown of market distribution facilities, shortages of labor or materials, government or governmental agency, interference of civil or military authorities, other causes of a like kind beyond Publisher's control.

XV. ASSIGNS AND SUCCESSORS

This Agreement shall be binding on the parties and upon their respective heirs, administrators, successors and assigns. Author may not assign his/her obligations hereunder. Publisher may assign this Agreement.

XVI. CONFIDENTIALITY

It is the intention of the Author and Publisher not to divulge any of the financial terms of this Agreement unless both parties shall mutually agree to do so.

XVII. GOVERNING LAW

This Agreement shall be deemed to have been entered into in the State of Nevada and shall be interpreted under the laws of the State of Nevada. The parties hereby consent to the jurisdiction and venue of the courts of the State of Nevada for all disputes arising under this Agreement.

XVIII. NOTICES

Any notice required to be sent hereunder shall be sent by first class mail, postage prepaid, to the Author or Publisher at the addresses given in the preamble of this Agreement, which addresses may be changed by either of them by written notice to the other. Where the Author has designated an agent, Publisher shall furnish both Author and agent with a copy of each notice.

XVIV. WAIVER OR MODIFICATION AND VALIDITY

A. This Agreement constitutes the complete understanding of the parties and no waiver or modification of any provisions shall be valid unless in writing, signed by Author and Publisher. All prior agreements and understandings between the parties, whether written or verbal, are merged into this Agreement. The waiver of a breach or of a default under any provision hereof shall not be deemed a waiver of any subsequent breach or default.

B. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision is determined by a court of competent jurisdiction (or any other legally constituted body having jurisdiction to make such a determination) to be invalid or unenforceable, in whole or in part, that provision shall be ineffective to the extent of such prohibition or invalidity, and the remaining provisions shall be enforceable to the maximum extent possible.

XIX. SURVIVAL OF PROVISIONS

The terms and provisions of this Agreement that by their sense and context are intended to survive the performance of this Agreement by either or both parties will so survive the completion of performance and termination including without limitation the representation, warranty and indemnity clause.

XX: ACCEPTABILITY AND FIRST MONIES

Publisher shall notify Author within sixty (60) days of its receipt of the manuscript as to the acceptability or non-acceptability thereof. If in the sole judgment of the Publisher the work is unacceptable to the Publisher, the Publisher shall provide the Author with a detailed list of reasonably required changes. The Author shall have sixty (60) days from the receipt of said list to make such changes. If in the sole judgment of the Publisher the revised Work is unacceptable to the Publisher, he may reject it by written notice within sixty (60) days of the revised manuscript. In such case, the Publisher may terminate this Agreement and the Author shall thereafter be free to arrange for publication by another publisher, provided that all advances paid to Author under this Agreement are reimbursed to the Publisher.

XXI. PASS THROUGH

The Author's share of the income from the license of any and all subsidiary rights shall be paid to the Author within thirty (30) days of Publisher's receipt less any unearned advance or for overpayment of royalties or charges on accounts or set-offs.

XXII. OVERSTOCK

All remainder copies shall first be offered to the Author at the best obtainable price.

XXIII. COVER AND/OR JACKET

The Publisher may consult with Author on cover/jacket art and copy with the Publisher having the final decision.

XXIV. RECONCILIATION TO PRINT

The Author shall be entitled to request from the Publisher (when not adequately provided for in royalty statements) the following information: Number of copies shipped; number of copies sold; number of copies returned; number of copies destroyed; number of copies held in reserve

IN WITNESS WHEREOF the parties have duly executed this Agreement the day and year first above written.

BY: _____
Owner/Publisher

Date Signed

Author

Social Security Number

Date of Birth

Home Address

Home Phone Number

Work Phone Number

Email