

3209 S. IH 35 #1086, AUSTIN TX 78741-6905

(512) 402-5298

## CONTRACT FOR PUBLICATION OF BOOK-LENGTH MANUSCRIPT

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**

Name: ("Author")

Writing As:

Address:

Social Security or Tax ID #:

Nationality:

Date of Birth:

Phone:

Email:

### **And**

Zumaya Publications ("Publisher")

3209 S. IH 35 #1086

Austin, Texas 78741-6905

USA

Phone: (512) 707-2694

Email: [eburton@zumayapublications.com](mailto:eburton@zumayapublications.com)

### **Regarding**

Working Title: ("Work")

Description/Subject Matter:

Length:

## **I. Grant Of Rights**

**A.** The Author, on behalf of himself and his heirs, executors, administrators, successors and assignees, grants the following exclusive worldwide English-language rights to the Publisher to produce, publish, and sell in print-on-demand trade paperback and electronic formats, including electronic download, disk, CD, E-book reader (including, but not limited to Rocket e-Book readers) or any other digital format known or to be invented the Work in English, with the exception of audio as noted in sections C and D.

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

**C.** Author grants Publisher the right to make audio recordings of the Work for promotional purposes, including advertising and podcasting. Publisher agrees to make copies of any such recordings available to the Author at no charge.

**D.** Author agrees to pay Publisher a royalty of ten percent (10%) on net sales of any audio recordings offered for commercial sale if said recordings utilize the edited version of the Work up to a maximum of \$200. Author may satisfy this provision by payment of a lump sum in the equivalent amount.

## **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, in the event of a court judgment against Publisher, or of a settlement to which Author is a consenting party, to 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 to which Author is a knowing party, 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.

### **III. Manuscript**

**A.** Unless otherwise agreed upon, the Author agrees to deliver to the Publisher the completed Work no more than twelve (12) months from date of contract in the format agreed upon by the Publisher's Executive Editor and the Author. Should unforeseen circumstances prevent the Author from meeting this deadline, he/she agrees to notify the Executive Editor in a timely fashion to determine whether an extension will be granted.

**B.** In the case of a series, the Author agrees to deliver to the Publisher the next book in said series at the rate of one (1) Work per year unless otherwise agreed upon, said Work to be submitted no more than twelve (12) months prior to scheduled date of publication. In the event, the Author is unable to complete the Work prior to the required deadline, he/she agrees to notify the Executive Editor as soon as possible with an estimated time of completion. However, timely publication cannot be guaranteed for any Work submitted less than nine (9) months prior to the scheduled date of publication.

**C.** 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.

**D.** 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.

**E.** The Author is responsible for maintaining backup copies of Work.

**F.** 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.

**G.** 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 will 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.

**H.** 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.

**I.** Publisher shall provide cover art at its own expense. Author will be asked to produce proposed back cover blurb text and suggestions for cover art. At all times, the final decision of cover art and text rests with the publisher.

**J.** 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. There will be no charge assessed for the new cover.

**K.** 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.

**L.** 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, Palm, Rocket Editions), print formats (layouts for print-on-demand or offset printing), or hiring actors/readers, technicians and studio time for preparation of any audio book format.

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, MSReader).

2. If a particular formatting type is controlled by the distributor/vendor, Publisher will prepare the Work in a manner acceptable to that distributor/vendor and submit it to them for formatting. Publisher may not be able to control when the distributor/vendor completes the formatting and places the Work in the stream of commerce.

**M.** 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.

**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 twenty percent (20%) for paperback sales and fifty percent (50%) for ebook sales, based on the net profits received by the Publisher from direct sales and third-party vendors, including online booksellers and special format distributors. Net profits are defined as retail cover price less costs of production, if applicable, and distribution other than shipping and handling charges.

**B.** Royalties shall be calculated and paid semi-annually, beginning no later than six months following the release of the title providing sufficient royalties have accumulated. Amounts less than fifty dollars (\$50)

shall be held in trust until the Author's royalties have reached the minimum amount. However, all royalties owed to the Author in a given business year ending December 31 will be paid annually to the Author or the Author's representative in the first quarter following the end of the business year regardless of amount.

**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.** Royalties shall be paid by check, drawn on the company's bank of business, unless mutually agreed upon alternative arrangements are made in advance. Individual arrangements, mutually agreed upon by the Publisher and the Author, shall be made for payment of royalties to Author or Author's representative if he/she resides outside the US or Canada.

**E.** 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.

**F.** If the Author should decease before all royalties have been paid, Publisher will pay royalties to Author's heirs, assigns or beneficiaries.

**G.** The Publisher shall keep sales records of products requiring running royalty payments under Section IV(A) herein 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 three (3) years after each due date for payment of royalty for such products.

**H.** The Author shall have the right, during reasonable business hours and at the reasonable convenience of the Publisher, to have the correctness of any Royalty Report audited, at the Author's expense, which shall examine the Publisher's records only on matters pertinent to this Agreement. No more than one such audit shall be performed per annum, unless the Publisher has under-reported as provided in the following sentence. In the event it shall be determined that the Publisher has under-reported in an amount in excess of ten percent (10%) of the royalties properly due with respect to one or more reports, the Publisher, in addition to any other remedy provided by law or by this Agreement, agrees and is hereby bound to reimburse the Author's full cost and expense associated with such audit.

## **V. Copyright and ISBN Numbers**

**A.** The Author shall provide to the Publisher, if requested, 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.

## **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.

**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 Publisher will provide the Author with at least one (1) digital copy of art and/or other possible promotional materials produced that may be copied, printed, and/or distributed at conferences, signings, mailings, etc. The Publisher will also provide the Author with two (2) copies of the print book at no charge.

**E.** 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. The first twenty (20) copies will be made available at publisher's wholesale cost. Over and above twenty (20) copies books will be provided at \$2.00 above wholesale cost. Publisher reserves the right to increase this surcharge in the event the costs of production increase, but such increases are limited to no more than \$1 per copy per increase.

**F.** The Author may make unlimited copies on electronic storage media, including but not limited to floppy disks, CDs and DVDs, of the electronic version(s) of the Work for individual sale or promotional purposes. Author shall render to the Publisher 60% of the net profits of such sales, net profits being defined as cover price less production and distribution costs. Alternatively, Author may render to Publisher all net profits, less cost of production and distribution, of such sales, on which the appropriate royalty will be paid to the Author.

**G.** 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.

**H.** 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 on December 31 two (2) 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. Unless notification otherwise is received ninety (90) days in advance of expiration, the terms of this contract will renew automatically.

**B.** 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 acquire rights to the final edited version, he or she agrees to compensate the assigned editor and/or copyeditor in the amount of \$500 less royalties received for the editor or \$250 less royalties received for the copyeditor. In consideration of this payment, the editor/copyeditor agrees to release any and all further claim to compensation for the finished Work.

**C.** Upon breach of contract, the Contract may be terminated by either party with a 90-day written notice. Notification of breach and intention to terminate the Contract is to be delivered by certified mail or other receipted delivery service. If breaching party corrects the breach within the 90 days, the Contract shall continue to remain in place until its natural expiration. Upon expiration of the Contract term, all rights granted to the Publisher will then revert to the Author.

**D.** Upon termination of the Contract, the Publisher retains the right to sell any outstanding inventory. The Author will receive the standard applicable royalty on these copies.

**E.** Upon the author's receiving an offer from a traditional, advance-paying publisher for the rights listed herein, Zumaya Publications shall relinquish said rights to the original contents of the book. Zumaya Publications shall receive for this relinquishment a one-time discharge-of-rights fee of twenty percent (20%) of any advance paid to the author for the book covered by this agreement.

## **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 through receipted mail. All rights granted by the Author to the Publisher will at that time revert back to the Author.
  
- 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.** This Contract contains the entire understanding of the parties relative to the subject matter hereof and supercedes and replaces all prior agreements and understandings between the parties.

Signature of Author \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

Author address \_\_\_\_\_  
\_\_\_\_\_

Phone number \_\_\_\_\_ fax/email \_\_\_\_\_  
\_\_\_\_\_

Signature of Author's Representative \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone number \_\_\_\_\_ fax/email \_\_\_\_\_  
\_\_\_\_\_

Signature of Publisher \_\_\_\_\_ for ZUMAYA PUBLICATONS LTD.

Date \_\_\_\_\_