

Indie Books
PUBLISHING, MARKETING & ROYALTY CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__ ,
by and between: _____ a resident of _____
Telephone: ____-____-____ Social Security # _____ DOB(dd/mm/yyyy) __ / __ / ____
Country of Citizenship: _____ hereinafter referred to as the "Author," and the sole author
of: _____ hereinafter referred to as the "Work," and Indie Books, 1122 Writers
Drive, Imagination, Ca. 99999-9999 hereinafter referred to as the "Publisher."

This Contract is entered into in good faith, and signatures from all parties named herein indicate acceptance and agreement to the terms described herewith. This Contract shall be considered legal and binding in all countries. Should any legal dispute arise, the laws of the State of California, County of Los Angeles, USA shall be applied and any legal action involving such disputes shall take place in the State of California, County of Los Angeles, USA.

1. The Author agrees to have Publisher act as the publisher of the Work entitled above and agrees to do so under the terms and conditions as set forth herein, and the Publisher herein agrees to act as publisher and publish the above mentioned Work of Author under these terms and conditions set forth herein, and are stated in more specific details herein below:

2. It is understood that this contract grants to Publisher the right to promote the Work in every way possible, including the sale of all reproductions, such as, but not limited to: mass-market paperback rights, serial printings in magazines or on the Internet, reprints in foreign languages and marketing in foreign countries, book clubs, and working in co-operation with other publishers for other printings that can promote the Work in any way. This may also include all reproductions in audio cassettes and other audio files, electronic books, CD, DVD, video, games, toys, Internet, other types of recordings, or TV and movie rights. Whenever such rights are sold, the Author will be entitled to 50% of the profits realized by the Publisher after their costs. Should the Publisher option the rights to the Work in any form, the royalty shall be the same as stated in Paragraph 7. The contract may also be assignable to other parties to accomplish any of the above.

3. Publisher agrees to print the above named Work in trade paperback and as an ebook in various formats determined by the Publisher. Total number printed will be determined by demand and sales.

4. Publisher will make best efforts to market above named Work to bookstores, distributors, and book buyers directly and through the Internet. Publisher will attend bookseller conventions, or have Work represented by others, to bring the book to the attention of buyers and reprint representatives.

5. The Publisher reserves the right to determine the title, art work, type style, cover, grades of paper, binding, size and price of book as deemed necessary to best promote the sale of this Work. Author agrees to aid Publisher in proofreading, typesetting, and with title and cover design, if requested. Author further agrees to market the Work by setting up and attending book signings, contacting media for interviews, maintaining a website (either individually, or through the Publisher's program) and by word of mouth. All of Author's marketing efforts will be at Author's own expense unless approved by the publisher in advance.

6. Author will receive TEN PERCENT (10%) of the retail price that the Work sells for. No royalties shall be payable on copies that the Publisher furnishes gratis to anyone for review, advertising, or promotion, or on accounts turned in for collection, or on any copies which prove defective, or on copies remaindered on closeout sales, or on any copies destroyed by fire or water. Royalties are paid on copies sold and paid for. The Publisher agrees to render a statement of account yearly: by January 31st for the last twelve months. Royalties are due on these same dates. Author understands that distributors take 120 days to pay for books sold to bookstores, to ensure returns are not heavy, and therefore the first statement and royalty check will be 10 to 12 months from publication date.

7. The Author guarantees and represents that the Work is innocent and contains no libelous or otherwise unlawful matter or matter which infringes any proprietary rights of common law or any statutory copyright, and that the Author has power to make this agreement. The Author will hold harmless the Publisher against any suit, claim, demand or recovery finally sustained of any violation of proprietary right or copyright or any unlawful matter contained in this Work. The Author warrants that the Work has not been previously published in any form whatever, that the Work is original, and that he is the sole author of the Work.

8. The Author hereby gives the Publisher full authority and power to enter this Work for copyright in the Author's name, as allowable by the laws of the State of California, County of Los Angeles, USA. The cost of Copyright certificate (if requested by author) will be paid by the Author. It is further understood that all film or TV rights, reprint rights in mass-market paperback or other forms of reprints including foreign languages and foreign reprints, serial rights, etc., shall remain with the Publisher. However, all profits that result after expenses from

these rights shall be divided 50/50 between the Author and Publisher. Should the Publisher option the rights to the Work in any form, the royalty shall be the same as stated in Paragraph 7.

10. The Author hereby grants, transfers, and assigns to the Publisher all the exclusive rights to publish during the lifetime of the copyright thereof the Work as entitled herein worldwide.

11. The Author may suggest designs for the cover, but the Publisher shall have the right to reject or approve cover art or design to ensure the marketability of the cover. The Publisher will also have the right to do line editing to ensure proper spelling, grammar, and to ensure the salability of the Work.

12. The Author agrees to provide Publisher with a computer disk (3.5 inch, or CD ROM) with the manuscript in either ASCII (text document), Microsoft Word, or WordPerfect format. This will assist in getting the Work ready for printing without costly typesetting charges. Once the final typeset copy (galley) is ready for printing, the Author agrees to do a careful proof reading of the Work (if requested), checking for typesetting errors. The Author agrees to resist in making changes or re-writes that would add to their costs and/or delay publication.

13. The Author must provide Publisher with a professional photograph, with a release, of themselves that might be used for promotional purposes. Also, the Author must provide a brief biography of themselves, with specific details that pertain to the subject of the book. Another 100 words should be written about the Work for the back cover to help sell the book. The Publisher has the right to re-write this copy to help advertise and promote the Work to bookstores and the general buyer.

14. It is agreed by the parties hereto that no clause in this contract found to be unlawful shall in any way invalidate the remainder of the contract. Any failure to enforce any particular part of this contract does not relinquish the right to enforce that particular part or any part at a later date. Any changes in this contract must be in writing and signed. If this contract is not signed within 10 days, Publisher reserves the right to cancel the offer to publish.

15. The Publisher makes no warranties, representations or guarantees other than what is included in this contract. Publisher cannot guarantee that any specific number of books will be sold.

16. Author may, with reasonable notice, assign and designate a representative to examine Publisher's records as relate to the Work. Such examination shall be at Author's expense unless errors are found in excess of 5% of royalties in Author's favor; in which case, Publisher shall then defray all usual, customary, and reasonable charges for such audit. Publisher shall pay Author any sums due within thirty (30) days.

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

18. Should the work become status "out of print" (removed from publisher's catalogue), the publisher shall upon notification by the author either reprint the book (make it available through the catalogue) or all rights will revert to the author two years after notification in writing.

19. This agreement shall be executed in duplicate, and, when executed by both the Author and Publisher, shall be binding upon and inure to the benefit of Author and Publisher, their heirs, legal representatives, successors and assigns of agents. In executing this agreement, both Author and Publisher expressly agree to the terms and conditions as set forth herein.

IN WITNESS whereof the parties hereunto set their hands. APPROVED BY THE AUTHOR: This _____ day of _____ 20__.

AUTHOR

APPROVED BY THE PUBLISHER: This _____ day of _____ 20__.

Indie Books
1122 Writers Drive
Imagination, Ca. 99999-9999

1-800-555-1212