



Publishing Contract

This Contract made this _____, by and between INKWELL PRODUCTIONS, an Arizona Limited Partnership, (hereinafter "Publisher") and _____, acting on his/her own behalf and as managing agent for himself/herself (hereinafter "Author").

RECITALS:

WHEREAS, the parties intend to enter into this Contract for the publication of a book entitled "_____", (hereinafter referred to as "the Book") and whereas, the parties intend to enter into a partnership in the development of the Book, with each party to bear one-half the costs of said development; and in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. GRANT.** Author hereby grants to Publisher for a period of five (5) years from the date of first publication, the sole and exclusive right to publish and sell a printed and electronic book text version of the Book throughout the world. The copyright shall be the right of the author. Furthermore, all rights in the Book not specifically granted in this agreement to the Publisher are reserved to the Author. Upon the expiration of this Contract, Publisher shall have first option to conclude this Contract with Author for continued publication rights to the Book on terms mutually agreed upon. Should no such agreement be concluded within sixty (60) days of the expiration of this Contract, all rights to the Book shall automatically revert to Author. In the event of termination of this contract, all rights granted in this contract are void excepting those rights granted herein and specific to and dealing with termination of the contract. Any rights granted herein are not assignable by the publisher without the permission of the author; excepting that should the Publisher as a whole be sold its rights herein can be assigned to that purchaser.
- 2. REPRESENTATIONS AND WARRANTIES.** Author warrants and represents that the Book is original and has not heretofore been published in written form or electronic form, that author is the sole author and proprietor of said Book with full power and right to enter into this Contract and to grant the rights hereby conveyed to Publisher; that to the author's knowledge said Book contains no matter which is libelous and infringes no right of privacy or copyright; that he has not heretofore and will not hereafter during the term of this Contract enter into any agreement or understanding which would conflict with the rights herein granted Publisher. If Author shall breach this warranty, Publisher shall be entitled to injunctive relief in addition to other remedies which may be available. Author further agrees that Author will hold Publisher, its distributors and any retailer harmless against any recovery or penalty finally sustained arising out of Author's breach of this warranty, and in this event Author will reimburse Publisher for all court costs and legal fees incurred but only upon a final judgment showing that the author has breached this warranty. Any out of court settlement of any suit filed jointly against Author and Publisher shall be made only by mutual agreement, in writing, between same.
- 3. COSTS INVOLVED IN PUBLISHING THE BOOK.** Author shall deposit the amount agreed for the production of the Book into Publisher's account. As Author has presented Book satisfying many of the standard publishing needs, such costs include, but are not limited to, editing, proofreading, illustrations, typesetting, printing, binding and administrative costs. These costs may vary according to the size, color, binding of the Book. Publisher shall give Author final statement once the book is complete. The author will be consulted on all decisions involving the development of the Book. All costs associated with bringing the book to the phase of completion must be paid in advance.
- 4. CONSULTATION MEETINGS.** While creating the Book, Author will meet with Publisher's staff as often as both deem necessary. In said meetings, Publisher's staff will assist in the development of the book.
- 5. MANUSCRIPT AND DELIVERY.** Author agrees to deliver to Publisher in final revised form, an English language manuscript. If, in the opinion of Publisher, the manuscript is unacceptable or unsatisfactory to Publisher, Publisher may reject the manuscript by written notice within sixty (60) days of delivery. Upon rejection by Publisher, this Contract will be deemed terminated and there shall be no further obligation

upon Publisher to publish said Book or to make any further payment hereunder except for return of unused monies deposited by Author; and all rights granted to Publisher under this Contract shall revert to Author. Publisher shall provide to Author an accounting of the Author's portion of the retainer paid by Author. All materials necessary for a reprint shall remain in the possession of Publisher until termination of this Contract. Should Author, at any time, terminate this contract under the terms described in this Contract, Author shall pay to Publisher an amount to be determined at the time of termination of this Contract for the return of the materials described herein. Said amount is to be the sum of Publisher's investment plus administrative and labor costs. The Author's right to terminate this contract is also limited in clause 13 herein below.

6. EDITING RIGHTS. Changes, additions, deletions, abridgments, or condensations in the text of the Book or changes of title may be made by Publisher, its agents, or employees, with the consent of Author, which consent shall not be reasonably withheld. However, the Publisher may not interfere with the artistic integrity of the work.

7. PUBLICATION. Publisher agrees to publish and commence distribution of said Book within eighteen (18) months of approval and acceptance of Author's final manuscript. In the event Publisher shall fail to publish and distribute the Book by said date, this Contract shall terminate forthwith and all rights hereunder shall revert to Author. However, this mandated publication date may be extended to any other date, and any number of such extensions shall be made, upon mutual agreement between Publisher and Author. Publisher agrees to produce two thousand (2,000) copies of said Book. Future printing shall be mutually agreed upon by Publisher and Author upon the sale of the first 2,000 copies of the Book.

8. COPYRIGHT. Publisher is hereby authorized and mandated to secure copyright to the Book in the same name of Author, to arrange for sale of said Book, and to fulfill all other obligations necessary to protect the copyright of the Book under United States' law and the International Copyright Convention.

9. DISTRIBUTION OF THE BOOK. Upon completion of printing the Book, Publisher will act as distributor but not as a publicist. All publicity and sales and research to be done by both Publisher and Author. Publisher shall negotiate book sales to other distribution sources. However, it is expressly understood that Author must participate in the promotion of the Book. Author's agents and publicist must communicate with Publisher about Author's appearances. Publisher will place in storage the Book on behalf of Author, at no cost to Author, so as to have stock available upon orders placed for said Book. The following break down is representative of percentages for Publisher and Author in the sale of the Book:

A. Should Author obtain the Book from Publisher's stock for sales generated by Author, Author shall, upon receipt of each Book, pay to Publisher forty percent (40%) of the retail sales price of each book plus for the shipping of books. Author is to retain sixty percent (60%) of the retail sales of each book Author sells on Author's behalf. Author is responsible for payment of any sales taxes generated by Author's sales of the Book. The Author agrees that the Author will not sell his copies of the Book at a price below its stated retail price. The Author also agrees that the Author will not offer to sell the book in a way as to compete with the legitimate efforts of the Publisher to promote and/or sell the Book. Author agrees to purchase a minimum of one hundred copies (100) of the book upon completion of printing.

B. Should the Book be sold in general distribution by Publisher, in which case 40% to 45% of the retail price is given away, Author shall retain thirty percent (30%) of the sales price of each book. General distribution refers to those situations in which the Publisher acts as either a retailer or distributor (wholesaler). This shall include among others, sales at signings by the author, community based events, web site sales by the Publisher, and distribution to independent bookstores such as may order the book directly from the Publisher. The Publisher shall be responsible for any shipping, space rentals, fees, etc. which are part of said sales. When acting as a retailer, the Publisher shall be responsible for collecting and paying legally due sales taxes.

C. Should the Book be sold to book distributors, in which case 60% to 65% of the retail price is given away, which entities tend to require and enforce by means of their market positions a larger percentage rate discount on sales to them, Author shall retain twenty percent (20%) of the sales price to such distributor of each book in order for Publisher to recoup the costs of shipping and handling. The distributor's or book marketing firm's discount as well as any other costs shall be borne by the Publisher.

D. If Book is sold as an electronic format or any cyber text, movies, audio book, posters and any items related to the book, Author and Publisher shall each receive fifty percent (50%) of revenues obtained after all

costs are deducted .

10. **PROMOTION OF THE BOOK.** Publisher agrees to promote the sale of the Book and will bear the costs of said promotion which include promotional materials, exhibition fees, advertising costs, and any other expenses necessary to promote the Book. Publisher will determine which promotional materials are necessary. If Author is willing to appear in to book exhibitions Author shall pay to Publisher a pro rata share of the expenses of the exhibition fees for said book exhibition and trade shows. Author agrees to give Publisher his full cooperation, within reason, in promoting the Book, such as attending book signings, speaking engagements and any other activities necessary to promote the Book.

Publisher agrees to contact Author regarding said promotional engagements with as much notice as possible in order for Author to be available. Author is responsible for his traveling expenses and to create his own promotional materials. All promotional material distributed in events set up by the publisher, must be approved by the publisher and in to include the Publisher's information. Book signings and speaking engagements may be arranged by Author who will communicate with Publisher regarding the dates and times, so as not to conflict with any book signings and speaking engagements that Publisher may be in the process of obtaining for Author. If Author is unwilling to cooperate in the promotion of the Book, Publisher has the right to terminate the Contract and shall offer the remaining copies of the Book to Author at forty percent (40%) of retail price. If Author does not wish to buy remaining Books, Publisher has the right to sell at discount prices and to keep the proceeds of the sales to cover Publisher's costs to produce and distribute the Book.

11. **STATEMENT AND PAYMENTS.** Publisher shall forward to Author or Author's agent, royalty statements to be computed quarterly each year of this Contract, along with payments indicated to be due thereby. In the event there are discrepancies between royalty statements and Publisher's accounts and Publisher is determined to be in error, Publisher shall tender such monies due to Author within ten (10) days.

12. **ROYALTIES.** Publisher will pay Author royalties based upon gross sales and money collected as reported by Publisher and its distributors as previously described herein.

13. **COMPENSATION FROM ANOTHER PUBLISHER.** Should Author choose another publisher after the book is published and promoted by Publisher within the five-year period of this Contract, Publisher must be compensated for twenty-five percent (25%) of the price that the new Publisher pays to the Author. Publisher shall be provided an accounting by Author of said payment by the new Publisher.

14. **SUBSIDIARY RIGHTS.** Author and/or Author's agent shall retain in full the exclusive right to sell or license the Book for publication in whole or in part, in English or any other language, in any way, shape, edition, or form, not in conflict with the rights granted to Publisher under this Contract, and shall further retain the full and exclusive rights to license the Book for use in electronic media other than as a cyber text.

15. **INFRINGEMENT.** If, during the term of this Contract, the copyright for the Book shall be infringed, Publisher may, at Publisher's own expense, take such legal action in Author's name, if necessary, as may be required to restrain such infringement or to seek damages on behalf of Author and Publisher. Publisher shall not be liable to Author for Publisher's failure to take such legal steps. If Publisher does not bring an action against said copyright infringement, Author may do so, at Author's own expense. Money damages recovered for an infringement shall be applied first toward the repayment of attorney fees and expenses incurred in the bringing and maintaining of the action, and thereafter the balance shall belong to Author.

16. **LIABILITY.** Any and all information supplied by Author is assumed to be accurate, truthful, and honest, and Publisher assumes no responsibility for the content or accuracy of such information. Author agrees to hold harmless Publisher against any and all liability resulting from the distribution of Author's information and materials to the media and general public.

17. **CONFIDENTIALITY/REPRESENTATIONS.** Publisher acknowledges its responsibility, both during and after the termination of this Contract, to use all reasonable efforts to preserve the confidentiality and proprietary information or data disclosed to the Publisher or developed for the Author. At the termination of this Contract, the obligation of this paragraph will remain in full force and effect for a period of one (1) year from the date of termination. Publisher, in the performance of the Contract, shall be acting as an independent contractor and not as an employee, agent or publicist of Author.

18. **CONFLICTS OF INTEREST.** Author recognizes that Publisher represents other authors. Publisher

represents that it does not have or anticipate having any conflicts of interest between those authors and Author. If any such conflicts arise in the future, Publisher will notify Author promptly and discuss the resolution necessary on a mutually agreed upon basis as soon as possible.

19. ENTIRE AGREEMENT. This Contract represents the entire agreement between Author and Publisher and may be amended only in writing and signed by both parties.

20. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the state of Arizona.

21. MUTUAL CONSENT. Each of the Parties has participated in the preparation of this Contract and for the purposes of the principals of law governing the construction of this Contract, each party shall be deemed to be the drafter of this Contract.

22. MODIFICATIONS. Except as otherwise herein provided, this contract may not be modified or terminated except by a written instrument signed by both parties.

23. SUCCESSORS IN INTEREST. This Contract and all rights, duties, and acts contemplated herein are binding upon and shall inure to the benefit of the parties and their respective heirs, administration, executors, successors, assigns, agents, employees, and legal representatives.

24. BINDING ARBITRATION. In the event a dispute arises between the parties to this Contract, it is hereby agreed that the dispute shall be referred for arbitration in accordance with the applicable American arbitration and mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rule of Arbitration. In the event a party fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

25. NOTICES. Any notices, correspondence, payments or accounting required hereunder shall be deemed effective if sent by first class United States mail addressed to the parties as follows:

INKWELL PRODUCTIONS LLC
ATTN: PUBLISHER
10869 N SCOTTSDALE RD # 103-128
SCOTTSDALE AZ 85254-5280

Authors Information

Name: _____

Address _____,
_____.

Phone: _____

E-mail: _____

Date: _____ day of _____ 20_____

Author Signature: _____

Print Name: _____

Publisher Information

Publisher Signature: _____

Print Name: _____