

DE WARD

PUBLISHING COMPANY

Author Contract

This contract is considered legal and binding in all countries. DeWard Publishing Company, Ltd. is a Limited Liability Corporation, organized under the laws of the State of Ohio. The laws of the State of Ohio shall govern this agreement.

Section 1: Grant

The Author hereby grants and assigns to the Publisher the exclusive rights to publish the Work in book form.

Section 2: Representations and Warranties

The Author hereby represents and warrants to the Publisher that:

- A. The Work is free and clear of any counts of libel, plagiarism, breach of privacy or misrepresentation of facts.
- B. The Work—and any images, photographs or illustrations therein—do not infringe upon any copyright or proprietary right, common law or statutory law, and does not contain any material of libelous nature.
- C. The Work is not in the public domain and the Author is the sole owner and copyright holder of the work with full power to enter into this contract.
- D. If the Work has been previously published in whole or part, the Author currently holds all copyrights to the Work and is legally permitted to enter this agreement.
- E. The Author releases the Publisher from any responsibilities relating to any legal actions incurred by the contents of the Work or the Author.
- F. The representations contained herein are true on the date of the signing of this contract.

Indemnification: The Author shall indemnify, defend and hold harmless the Publisher and its owners, affiliates, editors, shareholders, officers, directors, partners, associates, agents and representatives from any and all claims, debts, demands, suits, actions, liens, proceedings and/or prosecutions based on allegations which, if true, could constitute a breach of any of the foregoing warranties, and any and all liabilities, losses, damages and expenses including, but not limited to, attorney's fees and court costs. Each party to this agreement shall give prompt notice to the other party of any Claims. No compromise or settlement of any Claim shall be made or entered into without the prior written approval of the Author and Publisher. If a Claim is filed, the Publisher shall have the right to suspend payments otherwise due to the Author under the terms of this Agreement as security for the Author's obligations under this section.

Section 3: The Work

- A. **Copyright:** The Publisher, upon first publication of the Work, agrees to register its copyright with the relevant authority and to take all necessary steps to protect the copyright. The Publisher is the owner of the copyright of the Work. All rights will revert to the Author in the event of this contract's termination.
- B. **International Standard Book Number (ISBN):** The Publisher will obtain appropriate ISBN for the Work under the name of DeWard Publishing Company, Ltd.
- C. **Title:** The Publisher has final approval of release title of the Work. Every attempt will be made to use the title suggested by the Author, but the Publisher has the option to change the release title if the Author's suggested title is similar to any books already in release by the Publisher or recent releases from any other Publisher, or if the Publisher deems that a more appropriate title is necessary. In the event of a title change, the Author will be given an opportunity to suggest alternate titles.
- D. **Editing and Proofreading:** The Publisher has the right of final approval of the Author's manuscript. The Author will be notified prior to any and all substantial changes. The Author will not be required to pay for the services of an editor assigned by the Publisher.
- E. **Retail Price:** The Publisher will set the retail price of the Work, based on length, comparable works and format. The Publisher reserves the right to raise or reduce the price at any time prior to or after publication.

Section 4: Royalties, Statements and Payments

Unless otherwise negotiated with the Publisher, the Author will not receive an advance payment on future sales. All Author payment will be conducted through royalties.

The Author will receive 10 percent of the wholesale price of his or her book for the first 10,000 copies. After 10,000 copies have been sold, the Author will receive 12.5 percent. Royalty fees will be rounded to the nearest cent before calculation.

The Publisher agrees to render annual statements on January 31 in each year following publication, showing an account of sales and all other payments due from the previous year. Payment then due shall accompany such statements. Royalties will be paid by check. Royalties equaling less than \$100 will be held until such a time as they accrue to \$100 or above. Any withheld royalties shall be paid immediately upon contract termination.

The Author understands that royalties will be paid only on those books where the Publisher has received payment. If consumers, distributors, wholesalers, or vendors delay payment to the Publisher, the Publisher is not obligated to pay the royalty until payment has been made. Once paid, royalties will be included with the current year's payment.

In the event that additional Works by the same Author are currently being marketed by the Publisher, royalty accounts from all such titles may be combined with that for this Work.

The Author is responsible for paying his/her own taxes on all royalty payments received from Publisher and is advised to keep accurate records for tax purposes.

In all instances in which the Author shall have received an overpayment of monies under the terms of this contract, the Publisher may deduct such overpayment from any further sums payable to the Author in respect to the Work.

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

Section 5: Author's Copies

The Author will be given five free copies of his or her work and shall be permitted to purchase copies for his or her personal use at a discount of 40 percent of the retail price. The Author will pay all shipping costs for purchased copies. The Author will not receive royalties on any copies that the Author has purchased at the discount rate.

The Author may purchase an unlimited number of copies at full retail price, for which regular royalties will be paid.

Section 6: Marketing and Promotion

A. The Author shall provide the Publisher with biographical information, a photo (if Author desires), and a suggested blurb for use on the Publisher's website. The Author agrees to give the Publisher the right to use the Author's name, likeness, title of work and biographical material for publishing, advertising and promoting the Work. The Publisher reserves the right to edit or rewrite the blurb submitted by the Author.

B. Cover art will be provided by the Publisher. If the Author has his or her own cover art, the Author must warrant that the provided art is either owned by the Author or that it does not infringe on any copyright.

C. The Publisher reserves final approval of art in consultation with the Author.

D. The Author agrees to self-promote the Work to the best of his or her ability. If the Author has his or her own website, the Work must be linked to the Publisher's website. With any promotional material the Author generates, the Author will consult with Publisher to insure proper use of the Publisher's name and/or other information.

E. The Author may use up to three chapters to post on his or her website or to give away as "teasers" to promote the work provided it includes a link to the Publisher.

Section 7: Publisher's Name, Logo, and Trademark

The Author will not have rights to any trademark, service mark, trade name or logos used by the Publisher, unless expressly permitted to do so in writing. The Author may, with the Publisher permission, have limited use of the Publisher's trademarks, logos, symbols, or name for use in approved promotional material. The Author may use the cover art in the Author's promotional material.

Section 8: Assignment

A. The Publisher may at any time sell itself, or the majority of itself, its holdings, or licenses without notice. In this case, current contracts transfer to the new owner.

B. If the Publisher is legally judged bankrupt or liquidates its business, this contract shall be terminated effectively and all rights granted to the Publisher shall be terminated.

Section 9: Termination

At any time after two years from the date of first publication, the Publisher may on three months' notice in writing to the Author discontinue publication. In that event, this agreement shall terminate and all rights shall revert to the Author for his or her use at any time.

Section 10: Reserved Rights

All rights in the Work now existing, or which may hereafter come into existence, not specifically herein granted to the Publisher are reserved to the Author for his or her use at any time. Reserved publication rights include, but are not limited to, the right to publish in any form, excerpts, and summaries of the Work.

Section 11: Infringement

If during the existence of this agreement the copyright shall be infringed, the Publisher may, at its own cost and expense, take such legal action, in the Author's name if necessary, as may be required to restrain such infringement or to seek damages. The Publisher shall not be liable to the Author for the Publisher's failure to take such legal steps. If the Publisher does not bring such an action, the Author may do so in his or her name at his or her own cost and expense. Money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall belong to the Author, provided, however, that any money damages recovered on account of a loss of the Publisher's profits shall be divided equally between the Author and the Publisher.

Author's Name

Author's Pseudonym (if necessary)

Address

City State Zip

Phone

E-mail

Author's Signature

Date

DeWard Publishing Company, Ltd. Signature

Date

