

# Book Publishing Agreement

## 1. Parties

1.1 This is a Book Publishing Agreement between the author (“AUTHOR”) signifying below and Dog Pond Press (“PUBLISHER”) for the manuscript (“WORK”) listed below.

## 2. Declaration of Purpose

2.1 PUBLISHER is engaged in the business of providing services and products to AUTHOR who owns the copyright to their WORK.

2.2 AUTHOR desires to hire PUBLISHER to provide selected formatting, printing, selling and distribution services of the AUTHOR’s WORK.

2.3 PUBLISHER desires to perform services selected by the AUTHOR in accordance with and subject to term and conditions set forth in this Agreement.

## 3. Agreements

3.1 Before PUBLISHER will perform any service for AUTHOR said AUTHOR must Send to PUBLISHER:

- A. Signed and dated copy of Book Publishing Agreement
- B. Completed, signed and dated Order Form
- C. WORK in a format acceptable to PUBLISHER

3.2 AUTHOR grants PUBLISHER the license to publish WORK in print in the English language. AUTHOR also grants PUBLISHER the right to publicly display WORK in any manner deemed appropriate in order to sell WORK. License shall extend for three (3) years after publication date, and will automatically renew for one (1) year term unless written termination notice is given by either party at least thirty (30) days prior to the end of the current term. Upon termination all rights to the WORK reverts to the AUTHOR.

3.3 WORK must be submitted to PUBLISHER in publishing condition. Any changes made after submission will result in additional charges to AUTHOR.

3.4 AUTHOR grants right to PUBLISHER to retain and store all material submitted by AUTHOR. PUBLISHER will be under no obligation to return any submitted material to AUTHOR at any time for any reason.

3.5 Royalties will be paid within sixty (60) days of calendar quarter end if Royalty is in excess of twenty-five (25) U.S. dollars. Any Royalty less than twenty-five (25) U.S. dollars will roll over to the following calendar quarter. AUTHOR will be paid Royalties by PUBLISHER in accordance with the following structure:

- A. Thirty-five (35) percent of list on Trade Paperbacks sold on PUBLISHER’s web site.
- B. Twenty-five (25) percent of list price on off-size books sold on PUBLISHER’s web site.
- C. Ten (10) percent of list price on books sold from sources other than PUBLISHER.

3.6 PUBLISHER reserves the right to deny acceptance of any WORK it deems inappropriate to PUBLISHER's image at its sole discretion. Upon notice of denial, PUBLISHER will refund any submission payment made by AUTHOR. Once production has begun, no such refund will be warranted or required.

3.7 Retail price, production decisions, final format and appearance of WORK all fall under the discretion of the PUBLISHER.

3.8 PUBLISHER may terminate publication of WORK with thirty (30) days written notice to AUTHOR without cause. All rights will revert to AUTHOR at the end of the thirty (30) days.

3.9 AUTHOR represents and warrants to the PUBLISHER:

A. AUTHOR is the sole owner of the WORK and all material supplied to the PUBLISHER and has the right, the full power, and the legal authority to enter into this agreement

B. This AGREEMENT does not conflict with any other third party agreement entered into by AUTHOR

C. The WORK does not contain illegal, unlawful, obscene or injurious material including, but not limited to, defamation, hate speech, advocating violence and harmful recipes, formulae and instructions which would result in injury.

D. The WORK is entirely that of the AUTHOR and does not infringe on the rights of any third party including, but not limited to, copyright, privacy, trade secrets, trademarks, libel, contract, or publicity.

E. The WORK and all rights of publication are free of liens, claims, rights or interest of any kind

F. All information is complete and accurate as submitted

G. AUTHOR accepts full and complete responsibility for WORK submitted

H. PUBLISHER is not legally responsible in any way or means for the content of the WORK

3.10 PUBLISHER will supply ten (10) copies of WORK to AUTHOR upon publication.

Additional copies will be made available to AUTHOR at wholesale pricing upon request. No royalties will be paid on author's purchases.

#### 4. Indemnification

4.1 EXCEPT AS NOTED IN THIS AGREEMENT PUBLISHER DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (WRITTEN OR ORAL, EXPRESSED OR IMPLIED) WITH RESPECT TO SERVICES. IN NO EVENT WILL PUBLISHER BE LIABLE TO AUTHOR FOR LOST PROFITS OR REVENUES OR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES.

4.2 AUTHOR agrees to indemnify and hold harmless PUBLISHER and all its ASSOCIATES from and against any losses, lost profits, damages, claims, suits, injuries, judgments, awards, decrees, settlements, attorney's fees, professional fees or expenses arising from or relating to claims of third parties regarding WORK. ASSOCIATES means owners, shareholders, officers, directors, employees,

parents, subsidiaries, distributors, attorneys, accountants, and any other person or entity to whom PUBLISHER extends license to in connection with the production, publication, or dissemination of the WORK.

4.3 PUBLISHER will not be held responsible for publication delays due to circumstances beyond its control, including but not limited to, acts of God, wars, riots, strikes or other labor issues, natural disaster, fire or severe weather.

## 5. Notices

5.1 All notices to PUBLISHER must be made in writing and sent to Dog Pond Press, c/o eBizOpz, PO Box 27, West Springfield, MA 01089. All notices to AUTHOR must be made in writing and sent to address specified by AUTHOR.

## 6. General Provisions

6.1 This Agreement shall be governed by the internal laws of Massachusetts as a contract fully executed, without regard to conflict of law rules and shall bind all applicable heirs, assigns, successors and personal representatives of the parties hereto. If any term or provision in this Agreement is illegal or unenforceable this Agreement shall remain in effect and in full force and such term or provision will be deemed deleted or curtailed only to the extent necessary to make it legal. This Agreement represents the full and complete understanding between the parties. No modification, amendment or waiver shall be valid or binding unless made in writing and signed by all parties hereto.

I have read, understand and agree to the terms of this Agreement:

Signature \_\_\_\_\_ Today's Date \_\_\_\_\_

# ORDER FORM

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_

Day Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Tax ID (SSN#) *(required for royalty payments)* \_\_\_\_\_

Book Title \_\_\_\_\_

Subtitle \_\_\_\_\_

Author/Pen Name \_\_\_\_\_

Cover Template # \_\_\_\_\_ or Custom Cover  *(See below)*

**Starter Kit (required):**

**Starter Kit = \$ 795.00**

**Add Ons:**

Custom Cover @ \$300 = \$ \_\_\_\_\_

Data Entry # \_\_\_\_\_ pages @ \$2.50 per page = \$ \_\_\_\_\_

Image Scans # \_\_\_\_\_ @ \$4.50 per image = \$ \_\_\_\_\_

CD-Rom Book # \_\_\_\_\_ @ \$65.00 per copy = \$ \_\_\_\_\_

Miscellaneous charges = \$ \_\_\_\_\_

**TOTAL ORDER = \$ \_\_\_\_\_**

## Payment:

Check or Money Order

American Express     Discover     MasterCard     Visa

Name on Credit Card \_\_\_\_\_

Credit Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Billing Address \_\_\_\_\_

Signature \_\_\_\_\_

Author Name (printed) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



**Mail to:** Dog Pond Press c/o eBizOpz ♦ PO Box 27 ♦ West Springfield MA 01090  
Please sign the Order Form and the Book Publishing Agreement before mailing.

*Thank you for using Dog Pond Press for your publishing needs.*