

AGREEMENT

AGREEMENT, made this 21st day of May, 2018, between Unprofessional Publications LLC, , with offices at 1234 Main Street, Nowhere, Arizona, 89474 (the "Publisher") and **Your Name here** (the "Author"), whose address is, 1234 Easy Street, Las Vegas, Nevada, 89146

WITNESSETH:

WHEREAS, the Author has produced or will complete the production of a literary work now entitled ***How to Write a Bestselling Novel Without Really Trying*** (the "Work"); and

WHEREAS, the Author is desirous of having the Work published, and the Publisher desires to publish the same in book or other form for sale and distribution.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto agree as follows:

1. *Grant of Rights.* The Author grants to the Publisher during the full term of copyright of the Work and all renewals and extensions thereof throughout the world the following rights:

(a). The sole and exclusive right to manufacture, publish, exploit and/or sell the Work or any portion thereof in any form, style, or manner in all media, including those now known or hereafter developed, throughout the world.

(b). The right to license others to exercise the rights described in 1(a) above.

(c). Without limiting the foregoing, the exclusive subsidiary rights described in Paragraph 9, below. These subsidiary rights are granted to the Publisher throughout the world and may be exercised by the Publisher itself or by third parties, as authorized by the Publisher.

2. *Delivery of Manuscript.* The Author shall furnish to the Publisher, no later than August 1, 2019 an original manuscript of the Work, including photographs and any other elements specified by the Publisher, a computer disk(s) in a word processing format prepared according to the Publisher's guidelines, plus one (1) photocopy, that is complete, and satisfactory to Publisher in final form, length and content, ready for reproduction. All necessary photographs, illustrations, charts, indexes and other related materials (collectively the "Materials"), including permissions for the inclusion of any material copyrighted by other parties and privacy or other releases as deemed necessary by the Publisher, shall be obtained and paid for by the Author. If the manuscript, the Materials and any required permissions are not delivered to the Publisher by September 1, 2019 the Publisher shall have the option of either extending the date of delivery thereof or terminating this Agreement, and shall notify the Author of the decision in writing. The provisions as to content, length, form and time of receipt of the manuscript and the Materials and permissions by the Publisher are material terms of this Agreement, and, on the failure of the Author to comply with any or all of such provisions, the Publisher may, at its option, terminate this Agreement by written notice to the Author. When such notice to the Author has been made, all rights granted by the Author shall revert to the Author and neither party shall have any further obligation or liability to the other hereunder.

3. *Revision of Manuscript.*

(a). The Work shall be subject to editing and modification by the Publisher, and upon the prior written approval of the Author in each instance, the Publisher may make alterations, additions and editorial changes in the Work, or make revisions thereto, or may supplement or provide additional material or illustrations for use in connection with the Work as is deemed desirable and appropriate by the Author and the Publisher. The Author shall aid and assist the Publisher in editing the Work and in making revisions and modifications thereto, and shall assist in the production of promotional material for use in connection with the sale of the Work, all of which shall be paid for by the Publisher.

(b). The Author shall read, revise, correct and promptly return all proof sheets of the Work. The cost of alterations, in type or in plates, required by the Author other than those due to the instructions or errors of the Publisher, the printer or any agent or representative of either of them, which is in excess of 5% of the cost of composition shall be paid by the Author upon delivery to the Author of an invoice therefore, together with proof satisfactory to the Author that the Publisher incurred such cost. If proof sheets of the Work are not returned by the Author within 15 days of receipt thereof, the Publisher may publish the Work as printed therein.

4. *Acceptance or Rejection of Work.* The Work prepared by the Author under this Agreement is subject to final acceptance or rejection by the Publisher. If in its sole opinion, the Work is not considered complete and/or acceptable in form and content to the Publisher, then the manuscript thereof furnished by the Author shall be returned to the Author within 6 months of delivery to the Publisher, whereupon this Agreement shall automatically terminate. Upon such termination, all rights granted by the Author shall revert to the Author. The Publisher's failure to return the manuscript within such 6 month period shall be deemed to be acceptance thereof and the Publisher shall thereafter be obligated to publish the Work in accordance with Section 7 hereof.

5. *Author's Warranties.* The Author represents and warrants that the Work has not previously been published, that it is original except for excerpts from previously published works which have been identified to the Publisher and for which permission has been secured from the copyright owners thereof; that it contains no matter which is libelous, unlawful or which infringes upon anyone's proprietary rights, including, but not limited to statutory or common law copyright; that it does not violate any right of privacy, publicity or confidentiality; that all statements of fact in the work are true and based upon deliberative research and all instruction and advice in the work is harmless and not negligent or defective; that the Author is the sole Author and sole owner and proprietor of the Work and the copyright and all the rights granted to the Publisher herein, and has full power and authority to enter into this Agreement; that the Work is free of any prior contract, assignment, pledge or lien, and the publication of the Work as authorized hereunder will not subject the Publisher to any claims of interference with contract or infringement of rights previously granted to another party, will not violate any noncompete, confidentiality or other agreement to which the Author may be subject, and will not violate any applicable federal, state or local law; that to the best of the Author's knowledge, the title of the Work does not infringe on any trademark; that all biographical information provided by the Author for use in connection with the publication, promotion, marketing and distribution of the Work will be true, accurate and complete; and that the Author has disclosed to the Publisher any contract or other relationship which the Author has had or currently has with any entity referred to in the Work or with the manufacturer or distributor of any goods or services referred to in the Work.

In the event of any claim, action, suit or proceeding based upon an alleged violation of any of these representations and warranties: (i) the Publisher shall have the right to defend the same through counsel of its own choosing; (ii) no settlement shall be effected without the prior written consent of the Author, which consent shall not unreasonably be withheld; (iii) the Author may join in the Publisher's defense, with the Author's own counsel, provided that the Author shall cooperate with the Publisher in its defense; (iv) the Publisher shall have the right to withhold payments of reasonable amounts due the Author under this Agreement or any other agreement with the Publisher until resolution of any claim, action, suit or proceeding; (v) the Publisher shall have the right to extend the Author's representations and warranties herein to third parties, and the Author shall be liable thereon to same extent as if such representations and warranties were originally made to such third parties; and (vi) the Author will indemnify and hold harmless the Publisher, its shareholders, directors, officers, employees and agents, any seller of the Work, and any licensee of a subsidiary right in the Work, from and against any and all awards, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorney's fees and other expenses relating thereto.

The Author shall provide the Publisher with or assist the Publisher in obtaining any documents, records, personal accounts or other information or materials required to verify the accuracy or truth of any of the representations and warranties made by the Author. However, the Publisher shall not be obligated to make an independent investigation to determine if the above representations and warranties are true and correct and any independent investigation by or for the Publisher, or its failure to make any such investigation, shall not constitute a defense to the Author in any action based on a breach of those representations and warranties.

If at any time the Publisher concludes that any of the foregoing warranties has been or may be breached, it shall have the right, without prejudice to its other rights and remedies, to refrain from or cease publication and terminate this Agreement upon thirty (30) days written notice to the Author. The foregoing warranties and indemnities shall survive the termination of this Agreement.

6. *Copyright.* The Publisher shall, at its own cost and expense, apply for a copyright in the Work in the name of the Author. The copyright in all materials provided by the Publisher for the Work will belong to the Publisher and the copyright in all such materials may be registered in the name of the Publisher. The Author's right to use any of such materials is solely limited to the Publisher's publication of the Work, and the Author must obtain permission from the Publisher prior to including any of such materials in any edition of the Work not published or authorized by the Publisher. The Author shall, upon the Publisher's written request and at the Publisher's sole cost and expense, take all lawful acts necessary to effect and protect the copyright and all renewals thereof, including the execution of any necessary instruments, documents or applications relating thereto.

7. *Publication.*

(a). The Publisher shall publish the Work and offer it for sale in a format deemed appropriate by the Publisher within 24 months after the date of acceptance by the Publisher of the manuscript thereof in its completed, revised and edited form, except that the Publisher shall have the right to refuse to publish the Work if supervening events or circumstances have, in the sole judgment of the Publisher, materially adversely changed the economic expectations of the Publisher in respect to the Work. The Work shall be published, marketed, distributed and sold at the Publisher's sole cost and expense; in such format, style and manner and at such price and

under such imprint as the Publisher deems best suited to the sale thereof. Should the Publisher fail to publish the Work for any reason within said 24-month period, the Author's sole remedy shall be to give written notice to the Publisher requesting publication within 6 months of the date of such notice. If the Work is not published within said 6-month period, this Agreement shall automatically terminate, the Publisher shall immediately return to the Author the copy of the manuscript and all other records, data and materials relating thereto then in the Publisher's possession or under its control, the Author may retain all payments previously made to the Author hereunder; all rights granted to the Publisher herein shall automatically revert to the Author; and neither party shall have any further obligation or liability to the other hereunder.

(b). The Publisher shall consult with the Author as to the layout and design, including cover design, for the Work and the title of the Work, but the Publisher shall have final discretion as to all decisions regarding layout, design, cover design and title. The Publisher shall have the right to make final determinations on the production, publication, promotion, advertising and sale of the Work, including the right to determine the title, format, style, type of paper, typeface, manner of illustration, method of printing and binding, manner and extent of advertisement, list price, discounts, and channels and methods of distribution. The Publisher may include trademarks or trade names of special or bulk purchasers inside and on the cover or dust jacket of copies of the Work, and may also insert additional material, including advertisements for other books or products of the Publisher, in any edition of the Work, including the dust jackets.

(c). The Publisher may prepare and issue revised editions of the Work at such times and in such format or formats as the Publisher deems necessary or appropriate. If the Author has participated in all previous revised editions of the Work (if any), the Publisher shall offer the Author the first opportunity to prepare a revised edition of the Work, on the same terms as set forth herein, except that the specifications and delivery date for the manuscript of the revised edition shall be set by Publisher. Upon publication of any revised edition of the Work, the royalties set out in Section 8 hereof shall once again become applicable. In the event of the Author's death or inability or unwillingness to revise the Work or to supply new matter when required, the Publisher may procure other persons to revise the Work or to supply new matter. The Publisher may pay compensation to such persons in the form of cash or a royalty; such compensation will be charged against the royalties accruing to the Author hereunder. If the Publisher contracts another party to revise the Work and changes are required on more than one-quarter (1/4) of the pages of the Work, the Author's royalties shall be reduced by one-half (1/2). If such revision is not made by the Author, the Publisher may so evidence this fact in such revised Work. The Publisher in its sole discretion has the right but not the obligation to continue to use the Author's name on any revised edition of the Work in which the Author did not participate unless the Author notifies the Publisher in writing at least 90 days prior to publication of such revised edition that the Author wishes to have his or her name removed from that revised edition.

(d). The Publisher shall not be obligated to publish the Work or to continue publication of the Work if, in the sole judgment of the Publisher, the Work contains libelous or obscene material or the publication of the Work would violate any copyright, right of privacy, right of publicity, or any other right of any person. In such event, the Publisher may terminate this Agreement by written notice to the Author, all rights granted hereunder shall immediately revert to Author, and neither party shall have any liability to the other hereunder, except that the representations, warranties and indemnity obligations of the Author shall survive any such termination.

(e). The Publisher makes no representations, warranties or guaranties as to the number of copies of the Work that will be sold or the amount of royalties that will be earned by the Author. The Publisher shall not be obligated to license any of the rights granted to it hereunder.

8. *Royalties*. Publisher shall pay to Author the following royalties on the net sales of the Work. For the purposes of this Agreement, “net sales” shall mean the total number of copies of the Work sold less the total number of copies returned to the Publisher.

(a) *Print Sales*. The royalty for copies of any and all printed versions of the Work (with the exception of copies cited in section 8(c)) published by the Publisher shall be **WHATEVER YOU NEGOTIATE, in my case 12%** of the sums actually received by the Publisher on net sales of the Work.

(b) *Electronic/New Technology Sales*. The royalty for any electronic or new technology sales of the Work, by any present or future methods or means, including but not limited to ebooks, internet downloads, CD-ROMs, DVDs, shall be **twelve percent (12%)** of the amount received by Publisher on account of such publication.

(c) No royalties shall be paid on copies furnished at no charge or sold to the Author, or distributed for review, advertising, promotion, or similar purposes.

9. *Subsidiary Rights*. The Publisher shall have the exclusive right to sell, license, or otherwise arrange for the following:

(a). Except as specifically set forth below, publication of the Work or any part thereof by another publisher in any format, in any media, throughout the world. The Publisher shall pay to the Author fifty percent (50%) of the amount received by Publisher on account of such publication.

(b). Publication by a third party of any electronic or new technology version of the Work, by any present or future methods or means, including but not limited to e-books, internet downloads, CD-ROMs, and DVDs. The Publisher shall pay to the Author fifty percent (50%) of the amount received by Publisher on account of such publication.

(c). Publication of a reprint edition or editions of the Work in the English language in book form by a book club. The Publisher shall pay to the Author fifty percent (50%) of the amount received by Publisher on account of such publication.

(d). Publication of a recorded book on tape audio and/or a video abridgement or curriculum of the Work. The Publisher shall pay to the Author fifty percent (50%) of the amount received by Publisher on account of such publication.

(e). Publication in a foreign country of both English language and translated versions of the Work. The Publisher shall pay to the Author fifty percent (50%) of the amount received by Publisher on account of such publication.

(f). Publication of Braille and handicapped editions of the Work. The Publisher is hereby authorized to license such publication without fee and with no royalty to the Author. However, should any compensation be received, the Publisher shall pay to the Author fifty percent (50%) of the amount received by Publisher on account of such publication.

(g). The sale of dramatization rights (including, without limitation, motion picture, television, video, and the creation of a stage script). If the Publisher sells the rights, the Author shall receive seventy percent (70%) of the amount received on account of the sale; if the Author sells the rights, the Author shall receive ninety percent (90%) of the amount received.

(h). Publication of the Work substantially complete or condensed, or portions of the Work in one or more issues of a magazine or newspaper; first serialization; second and subsequent serialization; syndication; reprinting in whole or in part or excerpts or digests in anthologies or other volumes; and public readings. The Publisher shall pay to the Author fifty percent (50%) of the amount received by Publisher on account of such publication.

(i). Any publication or product derived from the Work for which a royalty rate is not specified elsewhere in this Agreement (an “ancillary or derivative product”). The Publisher shall pay to the Author fifty percent (50%) of the amount received by Publisher on account of the Ancillary or Derivative Product.

10. *Payment of Royalties.*

(a). The Publisher shall render semi-annual accounting statements through the thirtieth (30th) day of June and the thirty-first (31st) day of December and shall mail such statements to the author during the April and October following, together with payment of the amount(s) due thereon. But, for the purpose of accurate accounting, no royalty statement shall be due until the Work has been published and distributed for at least six (6) months. Royalties shall be subject to a reserve of ten percent (10%) for the return of copies, and returns shall be processed and credited to the reserve at the prevailing royalty rate as set forth in Section 8 above.

(b). Whenever the Author has received an overpayment, it is agreed that the Publisher may deduct the amount of such overpayment from any further earnings accruing to the Author on account of the Work or of any other Works of the Author that may be published by the Publisher. In all cases, royalties paid on copies subsequently returned shall be treated as overpayment. If the overpayment has not been eliminated after one (1) year, then the Author agrees to repay any money he owes the Publisher.

(c). All royalty statements rendered under this Agreement or any past or future Agreements will be binding upon the Author and not subject to objection for any reason unless such objection is made in writing stating the basis thereof and delivered to the Publisher within six (6) months from delivery of such statement. The Publisher will not be required to retain supporting records after any statement of royalties has become binding upon the Author.

11. *Author's Promotional Duties.* The Author is regarded as a partner with the Publisher in making the book a marketing success.

(a). The Author will fully complete the Publisher's author questionnaire series delivered by Publisher's marketing team after contract signing.

(b). The Author consents to the use of his name, likeness, presence, and credentials in connection with the sale, distribution, advertising, or promotion of the Work or any derivative Work and hereby releases the Publisher and its licensees from any claims for violation of any right of privacy or any other personal or proprietary rights the Author may possess in connection with any such uses.

(c.) The Author will give, without charge (unless the Publisher can obtain a fee for the same, in which case such fee will be paid to the Author), any and all newspaper and magazine interviews, and will make any radio, television, lecture, and book signing appearances as the Publisher may arrange in consultation with Author in connection with the promotion and sale of any edition of the Work.

(d.) Pertinent to book signings and other events and promotional activities, the Author will actively engage with the Publisher's marketing team as much as 3 (three) months prior to, and three (3) months subsequent to, publication of the Work.

(e.) The Publisher will provide the Author with marketing materials, and the Author will endeavor to prepare other marketing enhancements, such as slide shows, community talks, and online author pages to promote the Work.

12. *Conflicting Publication.* The Author shall not, during the term of this Agreement, publish or permit to be published in any form a work that would compete with Publisher's sale of the Work (including without limitation subsequent editions, derivative works, and works containing material from the Work) without Publisher's written permission, which shall not be unreasonably withheld.

13. *Copies to Author.* The Publisher shall give to the Author on first print publication ten (10) copies of the Work at no charge whatsoever, and the Author shall have the right to purchase additional copies for personal use at a discount of 50% of the catalogue retail price of the Work.

14. *Term of Agreement.* The term of this Agreement and of the rights and licenses granted hereunder shall be for the term of the United States copyright in the Work, including any renewals or extensions thereof, subject to the provisions of an earlier termination of this Agreement as set forth in Sections 2, 4, 7, and 14 hereof.

15. *Author's Property & Return of Manuscript.* The Publisher shall use the same care in protecting the manuscript and other material supplied to it by the Author as is its customary practice in protecting similar material in its possession; however, the Publisher shall not be responsible for loss of or damage to any property of the Author. In the absence of written request from the Author prior to publication for their return, the Publisher may dispose of the original manuscript and proofs after publication of the Work.

16. *Out of Print Provision.* When in the judgment of the Publisher the demand for the Work is no longer sufficient to warrant its continued publication, the Work may be allowed to go "out of print." If total sales of the Work in all formats or editions published by the Publisher or by a licensee of Publisher fall below 100 copies for any one year period (i.e., over two consecutive royalty accounting periods), the Author may terminate this Agreement by written notice to the Publisher, and all rights granted to the Publisher herein shall automatically revert to the Author, subject to the Publisher's continuing right to: (i) sell all remaining bound copies and sheets of the Work on hand at the date of termination of this Agreement and (ii) participate in any licenses granted by the Publisher prior to the date of termination of this Agreement. The Work shall not be deemed "out of print" within the meaning of this Section as long as it is available for sale either from stock in the Publisher's or licensee's warehouse or in regular sales channels, and/or by single copy sales through "print-on-demand" channels. In the event that or in

order that the Work go "out of print," the Author may purchase from the Publisher at a mutually acceptable price all copies of the Work then in the Publisher's inventory.

17. *Infringement.* The Publisher and the Author shall jointly have the right to prosecute an infringement of the copyright in the Work. If the parties decide to bring an action jointly against a third party for copyright infringement, any and all expenses incurred in connection therewith shall be borne by the Publisher, and any damages recovered thereby shall be distributed 80% to the Publisher and 20% to the Author. If the Publisher refuses to bring such an action for copyright infringement, the Author shall have the right to proceed alone, and shall bear all expenses thereof and be exclusively entitled to any recovery for damages in connection therewith.

18. *Notices.* Any notice given hereunder shall be sent by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses above given. Either party may designate a different address by written notice so given.

19. *Waiver or Modification.* The waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by the parties hereto.

20. *Arbitration.* Any claim, dispute or controversy between the parties hereto or any person claiming under either of them, relating to this Agreement, or the performance or breach thereof, shall be settled by a single arbitrator in Nowhere, Arizona, in accordance with the Commercial Rules of the American Arbitration Association, and any judgment or decree rendered therein shall be final and binding, and judgment may be entered in any court of competent jurisdiction. In the event that any matter is submitted to arbitration pursuant to this Section, the prevailing party shall be awarded its costs and reasonable attorneys' fees including costs and reasonable attorney's fees associated with collection.

21. *Assignment.* The Author may not assign this Agreement or any of the Author's rights, duties or obligations hereunder, except the Author may assign his or her rights to royalties and other payments under this Agreement. In the event of any such assignment, the Author shall notify the Publisher in writing of the name and address of the assignee. Any such assignment shall not be binding upon the Publisher, but the payment of royalties or other payments by the Publisher to such assignee in accordance with the notice given by the Author shall be a full and complete discharge of the Publisher's obligations to pay the same under this Agreement. This Agreement and all of the Publisher's rights and obligations hereunder shall be freely assignable by the Publisher.

22. *Sums Due & Owing.* Any sums chargeable to or payable by Author pursuant to this Agreement, together with any other sums due to Publisher from Author, whether or not arising out of this Agreement, may be charged against and recovered from any and all monies accruing to Author under this Agreement and any other agreement between the parties.

23. *Not a Trustee.* In no event shall the Publisher be obligated to segregate from any of its other funds any of the sums which may be paid to the Publisher by customers or other parties relating to the Work, nor shall the Publisher be considered a trustee, pledge holder or fiduciary of the Author.

24. *Force Majeure.* Neither party hereto shall be liable for any delay caused by acts of God, restrictions imposed by law or governmental regulation, shortages in supply of material or labor necessary for the preparation or production of the Work or other acts beyond that party's reasonable control.

25. *Applicable Law and Benefit.* This Agreement is made in Arizona and shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflicts of laws provisions. This Agreement shall be binding upon the parties hereto, their heirs, successors, permitted assigns and personal representatives and all references to the Author and the Publisher shall include their respective heirs, successors, permitted assigns, and personal representatives.

26. *Independent Contractor.* The Author shall be an independent contractor and not an employee, partner, joint venturer or agent of the Publisher.

27. *Complete Agreement and Modification.* This Agreement constitutes the complete understanding of the parties. This Agreement shall not be subject to modification, or discharge, in whole or in part, except by written instrument signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Unprofessional Publications
1234 Main Street
Nowhere, Arizona 89245

Dated 5-21-19

By _____
Miss Nameless Nitwit
Chief Operating Officer

Dated May 21, 2019

By _____
Author
Date of Birth _____
Email _____