

BLAZING STAR PRESS

Sample Publishing Contract

NOTICE: THIS IS A SAMPLE CONTRACT ONLY. AN ACTUAL CONTRACT WILL BE MADE AVAILABLE TO YOU IN THE EVENT THAT YOUR WORK IS CHOSEN FOR POTENTIAL PUBLICATION. THE ACTUAL CONTRACT MAY DIFFER FROM THIS CONTRACT. PLEASE BE SURE TO CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS ON THE ACTUAL CONTRACT OFFERED.

Agreement to Publish

This Contract is entered into as of this day of _____, by and between BLAZING STAR PRESS (hereafter known as the Publisher) and _____, a resident of _____ (hereafter known as the Author) concerning a novel presently known as _____ (hereafter referred to as the Work).

○ GRANT OF RIGHTS

- The Author, on behalf of the Author and the Author's heirs, executors, administrators, successors and assignees, grants the following exclusive worldwide rights to the Publisher:
 - To produce, publish and sell in electronic format(s) the Work in English for an indefinite period of time.
 - To produce and sell in paper format(s) the Work in English for an indefinite period of time.
- This is a distribution and publication license. This contract does not transfer ownership, copyrights, or trademarks from the Author.

○ ADVANCE

- The Publisher agrees to pay an advance of five-hundred dollars (\$500.00) payable in increments of fifty percent (50%) on signing of the contract and fifty percent (50%) on receipt of a final, approved copy of the manuscript. Publisher's intended market is young-adult fiction geared primarily to ages twelve (12) to fifteen (15) and all manuscripts published must be a minimum of fifty-thousand (50,000) words in length. The Work must meet these basic requirements before final acceptance. Should a final, approved copy of the manuscript fail to be produced by the Author, a full refund of the signing portion of the Advance will be owed to Publisher by the Author.

○ ROYALTIES

- All royalties will be subtracted from the Advance paid to the Author until the Advance has been earned out in full via royalties owed to the Author.
- For electronic copies of the Work, Publisher agrees to pay the Author a royalty equal to fifty percent (50%) of the retail price (US\$) for each unit of the Work sold directly by the publisher, and 50% of net receipts for each unit of the Work sold indirectly through channels (retail price is defined as the price charged the customer, whether at introductory or full-price levels).
- For paper copies of the Work, Publisher agrees to pay the Author a royalty equal to twenty-five percent (25%) of net profits (calculated as the difference between the cost of production, including distributor fees and shipping, and the retail price).
- No royalties shall be paid on copies distributed for advertising, reviews, promotional or other similar purposes; or on copies sold at cost or below, or provided free to the Author for the Author's personal use. No royalties shall be paid for any segments or chapters used for promotional purposes.
- Royalties shall be calculated and paid no later than the thirtieth (30th) of the month following the end of each calendar quarter for sales during that quarter, except that if the

royalty amount owed Author is less than ten dollars (\$10), it shall be accrued forward until such time as the royalty owed Author equals or exceeds ten dollars (\$10).

- The Publisher makes no promises or guarantees regarding estimated sales figures.
- The Publisher will provide a royalty statement to the Author on the Work's sales each calendar quarter, regardless of the amount of sales, if any.
- DISTRIBUTION
 - Publisher will utilize distribution channels for sale of the Work in the United States, Canada, England and Australia.
- PROMOTION
 - Publisher will promote the Work itself and assist the Author in promotion of the Work as well, including but not limited to, obtaining professional reviews of the Work, giveaways and other promotions, and assisting the Author with enhancing the Author's employment of a website, blog, and social media such as Goodreads, Twitter and Facebook.
- AUTHOR'S WARRANTIES
 - The Author hereby represents and warrants to the Publisher the following:
 - That the Author is the sole author of the Work;
 - That the Author holds the full power and authority to grant these rights;
 - That the Work has not been published in any format with any company or person that may still own proprietary rights to the Work;
 - That the Work is original and that no part of the Work was taken from or based on any other literary, dramatic or musical material, or from any film or graphic arts, except as identified in writing by the Author;
 - That the Work does not infringe upon any copyright or proprietary right, common law or statutory law; and does not contain any material of a libelous or obscene nature, or constitute a violation of privacy rights;
 - That the Author releases the Publisher from any responsibilities relating to any legal actions incurred by the contents of the Work or the Author;
 - That these representations contained herein are true on the date of the signing of this Contract.
 - The Author warrants that the Author will not hereafter enter into any agreement or understanding with any person or entity which might conflict with the rights granted to the Publisher, herein, during the term of this Contract.
 - The Author agrees to reasonable edits to allow the Work to conform to Publisher requirements, and correcting spelling and grammar errors, etc.
- COPYRIGHT
 - Copyright is maintained by Author. Publisher shall include a copyright notice on the Work. Copyright registration, if any, is the responsibility of the Author.
- TERMS OF CONTRACT
 - This Contract is exclusive for Electronic Rights and Paper Rights and distribution of the electronic and paper versions of the Work in the United States, Canada, England and Australia. The Author may enter into other publishing agreements for other rights for the same work not enumerated in this Contract. (Specific exceptions may be noted here.)
 - This Contract may be terminated by either party with a ninety (90) day written notice, to be delivered by registered mail or equivalent. All rights granted to Publisher shall revert to Author at the time of such termination and Publisher shall make final royalty payments (if any) within thirty (30) days of such termination. Publisher shall make good-faith efforts to end all distribution agreements during this period and, in any event, terminate such agreements for distribution of Author's work as quickly as feasible. Customer rights to access already purchased books shall continue, however. The Author acknowledges that the Publisher will make a substantial monetary investment in the publication, marketing and distribution of the Work, and by early withdrawal of the Work from the Publisher's catalog due to termination of this Contract, the Author may cause Publisher to be unable to recoup the entirety of its investment in the Work. Therefore, to the degree the Publisher has not recouped the entirety of its investment, the Author will owe to

Publisher any amounts the Publisher has invested in the publication, marketing and distribution of the Work not yet recouped through sales of the Work in order to obtain the return of Author's rights to the Work. Publisher will provide written documentation of all such expenses. Until such amounts have been paid in full, this Contract will continue in full force.

○ EXECUTION AND DELIVERY OF CONTRACT

- If this Contract shall not be signed and returned to the Publisher within a period of two (2) weeks from the date of its transmittal to the Author, the Publisher shall have the option to withdraw its offer of this Contract. Nothing contained herein shall be construed to vitiate the Publisher's right to withdraw its offer of this Contract prior to delivery of the signed Contract to the Publisher by the Author.
- The Author agrees to deliver to the Publisher, no later than _____ one (1) complete manuscript of the Work, acceptable to the Publisher in Microsoft® Word format. The Author will also deliver written authorizations for the use of any materials owned by a third party included in the manuscript (if any).
- The Publisher reserves the right to reject the Work and terminate this Contract if the Author fails to meet the afore-mentioned deadline, or if the Author delivers the Work and the Work is not accepted by the Publisher as being satisfactory.

○ MISCELLANEOUS

- Audit - The Author may, with reasonable written notice, assign and designate a representative to examine the Publisher's records as it relates to the Work. Such examination shall be at the Author's expense unless errors are found in excess of five percent (5%) of royalties in Author's favor and an amount in excess of one-hundred dollars (\$100), whichever is greater, in which 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 (30) days.
- Authors - Whenever the term Author refers to more than one person, such persons shall be jointly and severally responsible for all aspects of this contract.
- Bankruptcy - If the Publisher should file for bankruptcy or reorganization, or the Publisher liquidates its business for any reason, all rights granted by the Author to the Publisher will at that time revert back to the Author.
- Transferability - If the Publisher changes its legal form, is acquired by another entity, or otherwise changes ownership, all rights and responsibilities granted in this contract will be transferred to the succeeding entity.
- Severability - If any part of this Contract is determined by a Court to be unenforceable, the rest of the Contract is still considered to be in force.
- Copyright Infringement - In the event of copyright infringement for the duration of this contract, the Publisher may, at the Publisher's expense, take legal action in order to halt the infringement and/or seek damages from the infringing party. The Publisher shall not be required to take such legal action, nor shall the Publisher be liable to the Author should the Publisher refuse to take such action. Should the Publisher refuse, the Author may then, at the Author's expense, take such legal action.

○ INDEMNIFICATION AND LIMITATION OF LIABILITY

- The Author agrees to hold the Publisher harmless and indemnify the Publisher and its subsidiaries or affiliates, against any claim, demand, action, suit proceeding, or any expense whatsoever arising from claims of infringement of copyright or proprietary right, or claims of libel, obscenity, invasion of privacy, or any other unlawfulness based upon or arising out of the publication or any matter pertaining to the Work.
- All warranties and indemnifications made by the Author herein shall survive termination of this Contract and any license granted hereunder.
- All services and products, if any, provided by the Publisher under this Contract are provided on an as is basis. The Publisher does not warrant that the services or products, if any, provided hereunder will be uninterrupted or error free. The Publisher disclaims any and all representations and warranties, express or implied, including, without limitation,

the implied warranties of merchantability, fitness for a particular purpose, non-infringement, title, quiet enjoyment, data accuracy and system integration. The Publisher's total liability to the Author or any third-party for any and all damages shall not exceed in the aggregate the amount accrued by the sales of the Work within the relevant quarter. To the maximum extent permitted by applicable law, in no event shall the Publisher be liable for punitive, consequential, incidental, exemplary, indirect, or special damages, including without limitation, damages for loss of profits, revenues, business, use, data or other intangibles, whether or not such damages were foreseeable and even if the Publisher had been advised of the possibility or likelihood of such damages.

- GOVERNING LAW
 - This Contract shall be governed exclusively by and construed according to the laws of the State of Florida, without giving effect to conflicts of law principles.
 - Any legal action related to the terms of or obligations arising under this Contract shall be brought in the Circuit Court of Osceola County, State of Florida, and the Publisher hereby consents to the personal jurisdiction of such court.
- ARBITRATION
 - Any controversy or claim arising out of this Contract or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association and judgment upon the award may be entered in the highest court of the forum, State or Federal, having jurisdiction.
- ENTIRE CONTRACT
 - This written Contract contains the sole and entire agreement between the parties and shall supersede any and all other prior agreements between the parties. This Contract may not be modified or amended except in writing signed by the party against whom such modification or amendment is to be enforced. By signing the following and submitting the required materials, the Author agrees to be bound by the terms and conditions of this Contract.

AUTHOR

Date

BLAZING STAR PRESS, Publisher

Date

END OF CONTRACT