

Asylett Press
Sample Publishing Agreement

1. Ownership.

- (i) The Publisher warrants that the Author owns the Work and is granted only those rights specifically contained within this Agreement.
- (ii) The Author warrants that he/she owns the Work only.
- (iii) The Author will retain ownership of any artwork he/she provides.
- (iv) The Publisher owns any and all artworks provided by Asylett Press: cover art, illustrations, video or audio medium as may be produced to enhance the Work for purposes of marketability.

2. Grant of License.

- (i) The Author hereby grants to the Publisher the exclusive worldwide license and right to use, edit, adapt, modify, publish, reproduce, distribute, sell, market, display, translate, sub-license and otherwise commercialize the Work, as well as any derivations thereof, in the following formats: electronic, print and Print on Demand (“POD”), to include disk, download, CD-ROM or other similar electronic medium (in any machine or human readable format, including without limitation html, xml, rtf or pdf formats). All rights in the Work not specifically granted to the Publisher within this Agreement are reserved by the Author.
- (ii) The Author further grants the Publisher the right to create illustrative artworks, graphics or video media to include within, or enhance the sale of, the published Work. However, this grant is not a license to the Publisher of screen, film, movie or screenplay rights, or audio rights. Those specific rights are still retained by the Author.
- (iii) The Publisher warrants to make no claims against royalties derived by Author for any other rights he/she sells or develops.
- (iv) The Publisher warrants that Author may use the final format and edited Work when developing screen, movie, film or audio rights.

3. Term. Unless earlier terminated, the term of this Agreement will be two (2) years from the Effective Date and will automatically renew for successive terms of one (1) year each unless written notice of termination is given by the Author.

4. Termination.

- (i) This Agreement may be terminated effective immediately by the mutual agreement of the parties.
- (ii) Either party may terminate this Agreement should a breach in service/compliance occur, to be effected as follows:
 - 1. The non-breaching party must give the breaching party written notice of election to terminate as of a stated date, not less than thirty (30) days from notification date.

2. The notice must state the nature of the breach.
 3. The breaching party may elect to attempt to cure the default within thirty (30) days of notice receipt, or, if such default will take longer than thirty (30) days to cure, and the breaching party is diligently pursuing such cure, as evidenced by progress, this Agreement will remain in force.
- (iii) In the event the Publisher becomes insolvent or ceases business, this Agreement will terminate and all licensed rights return to the Author. In the event the Publisher sells interest to another person or entity, the Author may elect to terminate this Agreement by providing the Publisher a written request, at which time termination will become effective ten (10) days following Publisher's receipt of Author's written termination request.
- (iv) This Agreement may be terminated by the Publisher according to the following provisions:
1. The Publisher reserves the right of final approval on the edited and revised manuscript and may accept or reject the Work at its discretion, within reason. (See Article 12.)
 2. The Publisher may terminate this Agreement if sales of the Work are deemed below Publisher's goals {currently 1 copy sold}.
 3. The Publisher may terminate this Agreement if the Work is deemed detrimental to the Publisher in any manner.
- (v) Subject to provisions stipulated in Article 15, the Author may terminate this Agreement without cause at any time prior to publication status; such termination must be made in writing.
5. Effect of Termination. Upon termination of this Agreement:
- (i) all accrued but unpaid Royalties (described in Article 6) will be due and payable at the end of the quarter in which the termination occurs,
 - (ii) all orders for the Work made prior to the date of termination may be fulfilled,
 - (iii) the Publisher or a Publisher-approved third party may market and sell any inventory of the Work (in any format) that remains unsold as of the date of termination with royalties {**Royalty**} continuing to accrue to the Author as provided in this Agreement, unless Author purchases the remaining inventory in accordance with Article 19, and
 - (iv) unless expressly provided otherwise herein, all rights granted to the Publisher in this Agreement shall immediately terminate.
6. Royalty.
- (i) RE: Electronic Copy - Download, CD, Diskette: Unless specifically adjusted in this Agreement, the Publisher shall pay the Author a quarterly royalty {**Royalty**} of forty percent (40%) of the Work's retail download price {**Price**} calculated in U.S. Dollars, on all completed electronic sales of the Work (excluding any amounts refunded to a purchaser or any "charged back" amounts related to a dispute between a purchaser and his/her credit card company), so long as they are sold by the Publisher.

- (ii) RE: Print Copy - POD (Print On Demand), Traditional Print: Unless specifically adjusted in this Agreement, the Publisher shall pay the Author a quarterly Royalty, in U.S. Dollars, of forty percent (40%) of the ELECTRONIC DOWNLOAD UNIT PRICE per print copy (if so produced per Article 6(iv)), on all completed sales of Work. Payments will NOT be made on returns or “charged back” amounts as stipulated in Article 6(i).
 - (iii) RE: Third Party Vendor - Should the Work be sold through a Publisher-approved third party, whether in Electronic format (see Article 6(i)) or Print format (see Article 6(ii)), the Author will receive the same forty percent (40%) Royalty calculated against the remaining sale profit after the third party vendor fees have been deducted.
 - (iv) Unless required otherwise by a Publisher-approved third party, the Publisher shall set the Price based on the length of the Work, comparable works currently in the public domain, prior works by the Author and any other reasonable criteria. The Publisher reserves the right to increase or decrease the Price at any time in an effort to stimulate sales, however, the Publisher agrees not to reduce the Price for six (6) months following the initial release and pricing of the Work unless the Author has been notified and agrees to the price decrease, such notification and agreement permissible via electronic communication.
 - (v) Royalty accumulated and collected by Publisher during a calendar quarter shall be paid no later than the 30th of the month following the end of each calendar quarter. Royalty not collected from any Third Party Vendor (i.e. not paid by Vendor) shall be withheld until Publisher has received payment up to—but no more than sixty (60) days. The Publisher will provide a written report of sales accompanying the Royalty payment, as well as any other information relevant to sale of the Work, as reasonably requested by the Author.
 - (vi) It is the Author’s sole responsibility to communicate to the Publisher any change in taxpayer identification number, social security number, postal mailing address(es), telephone number(s), electronic mail address(es), bank routing number (if Royalty is paid by electronic funds transfer), or other information necessary for proper payment of Royalty. If the Author fails to advise the Publisher of any changes that directly prevent timely payment of the Royalty, the Publisher is authorized to hold, without penalty, payment of Royalty until current information is received.
7. Release Dates. There will be three release dates for this work as follows:
Download Version of Electronic Format – Example 1/15/1958
CD Version of Electronic Format – Example 2/1/1958
Print Version – Example 2/15/1958
- (i) The Publisher will make every effort to meet these deadlines. In the event the Publisher cannot honour the release commitment by the scheduled date, the Author may choose to terminate the contract without impunity.
 - (ii) Should the Publisher's efforts be hampered by unavoidable circumstances, or those beyond his immediate control (i.e. delays by printers, artists, Acts of God, etc.), Author agrees to grant a reasonable extension of time to complete the release, not to exceed thirty (30) days UNLESS so agreed upon by both parties.
8. Representations and Warranties of Author. Unless otherwise communicated to the Publisher, the Author hereby represents and warrants that:
- (i) he/she is the author and sole owner of the Work, or that he/she has been assigned, granted or

licensed unassailable, unlimited and exclusive rights to the Work and all components thereof (including any characters and quotations therein),

(ii) neither the Work, nor entering into this Agreement, will impair or violate any third party's rights, including without limitation rights of privacy, rights of publicity, libel or infringement of copyright or any other intellectual property right,

(iii) he/she has full power to execute this Agreement and grant the rights as described herein,

(iv) the Work has never been published and is not currently in the public domain, (see Article 17) and

(v) the Work contains no obscene material.

9. Certain Covenants of Publisher. As is reasonable, the Publisher hereby covenants and agrees to:

(i) publish the Work in secure and encrypted electronic formats that protect the Author's copyright (to the extent reasonable) utilizing current and/or available encryption methods, unless the format is not amenable to encryption,

(ii) refrain from publishing the Work as part of a compilation without prior written consent from the Author,

(iii) publish and commence distribution of the Work within twelve (12) months of the final edit of the Work,

(iv) design the electronic download or other distribution of the Work for optimum customer access,

(v) ensure that notice of copyright ownership by the Author shall appear on the Work in the accordance with Title 17 of the U.S. Code,

(vi) promote the Work on its website and seek promotion of the Work by third parties as the Publisher deems profitable, and

(vii) make available to the Author reasonable access to any provided Author-Access Only pages established on the Publisher's website; sole purpose of said pages to provide information of use/interest/necessity to contracted Author(s).

10. Certain Rights.

(i) The Publisher shall have the non-exclusive right to use and display the Author's name or pseudonym, likeness and biographical material for the sole purpose of advertising, publishing and promoting the Work, and the Author hereby expressly waives any claims now or hereafter, against the Publisher, its owners and affiliates, editors, shareholders, officers, directors, partners, associates, agents and representatives for defamation, invasion of privacy and infringement of publicity rights related directly or indirectly to the Publisher's use of the Author's name or pseudonym, likeness or biographical material. The Publisher further shall have the non-exclusive right to use and display characters created in the Work, as well as series titles and trademarks developed by the Author for the sole purpose of advertising, publishing and promoting the Work.

(ii) Without the express permission of the Publisher, the Author shall not have rights to, or in, any trademark, service mark, trade name, logo or other similar identifying mark used by the Publisher.

11. Manuscript Submissions. Unless the Publisher already has possession of the Work, within **ninety (90)** days of the Effective Date a final manuscript submission shall be provided by the Author in the format requested by the Publisher, and/or according to any instructions included on any style sheet the Publisher may provide the Author. The Publisher is not liable for lost manuscripts and is under no obligation to retain a back-up copy.
12. Manuscript Editing and Approval. The Publisher or its designee will edit the Work for publication, however, the Publisher (or its designee) warrants it will make no substantial changes to the Work without the Author's approval. Prior to publication, the Publisher will send a galley-style copy of the edited and copy-edited final manuscript to the Author. Upon receipt of the edited and copy-edited final manuscript, the Author shall have **fifteen (15)** days to proof the manuscript and send an errata list of corrections to the Publisher. Should the Author find no defect, he/she may send the Publisher a letter of acceptance in lieu of the errata list. The Publisher reserves the right of final approval on the revised manuscript and may accept or reject the Work at its reasonable discretion. Upon a rejection of the Work, this Agreement shall immediately terminate.
 - (i) Errors and Corrections – Electronic Versions of Work.
Errors not discovered upon galley proofing will be corrected in electronic versions of work as time permits. These corrections will be made at no cost to the Author.
 - (ii) Errors and Corrections – Print Versions of Work
Due to additional setup expenses involved, book block errors not discovered upon galley proofing (i.e. BEFORE files are submitted to the printer) generally will NOT be corrected in print versions of work. Pursuit of corrections at this stage of publication is at the sole discretion of the Publisher.
13. Removal. The Publisher may cease publication of the Work at any time if the Publisher reasonably determines that:
 - (i) sales of the Work are not meeting performance goals {currently 1 copy sold} or
 - (ii) publication of the Work is detrimental to any aspect of the Publisher's business.

Upon such decision by the Publisher, the Publisher shall give notice to the Author and this Agreement shall immediately terminate.
14. Privacy. The Publisher guarantees to keep Author's personal information—to include name (if Pseudonym is used), personal contact information, social security number or other identifying financial or tax information—private. Such information will not be made public via the Publisher's website, blogs, forums, group lists or bulletin boards, nor sold to mailing lists, nor disseminated in any manner except with the express written permission of the Author.
15. Author's Right. The Author may exercise his/her right to terminate this Agreement under Article 4(v) herein only until publication of the Work by the Publisher; at which time Author's right to terminate under Article 4(v) shall expire. In the event Author exercises such termination right following commencement of the editing process by the Publisher but prior to publication of the Work, Author shall owe the Publisher a termination fee of \$200, to be paid via money order or cashier's check.
16. Copyright. Obtaining United States (or International) copyright protection on the Work is the sole responsibility of Author and should be effected upon, or within a reasonable time after, the Effective Date. Upon receipt of confirmation of copyright registration(s), the Author will make a photocopy of the registration(s) available to the Publisher. Copyright ownership of the Work by the Author in no

way modifies the exclusive rights granted to the Publisher in this Agreement. The Author understands that failure to copyright the Work could result in a limitation of court-awarded damages in the event of copyright infringement.

17. Previous Publication. If the Work has been previously published in any form, the Author shall provide the Publisher written documentation showing a reversion to the Author of complete proprietary rights to the Work.
18. Duplication. At no cost, the Author may duplicate exact text copies of the Work in digital or print formats for the purpose of obtaining book reviews or entering competitions; however, if the Work is available in a print format, the Author may purchase a “not for sale” copy from the Publisher, price to be stipulated on the Author Access-Only pages of the Publisher’s website. The Author warrants not to sell any such copies obtained.
19. Author’s Discount/Author’s Copies.
 - (i) Author may purchase copies of the Work for marketing purposes at a Price discount of forty percent (40%).
 - (ii) As available, the Author may purchase copies of the Work in POD format at a discount Price to be stipulated upon print publication (but not less than forty percent (40%) of the download copy Price). Discount Price(s) will be displayed on the Author Access-Only pages of Publisher’s website for the Author’s reference.
 - (iii) The Author will not receive Royalty on any discounted sales made to the Author.
 - (iv) The Author will further be provided five (5) free copies of the Work to be used solely for promotional purposes. Such free copies shall consist of two (2) download versions, two (2) CD-ROMs and one (1) POD.
 - (v) If the Author does not elect to have the Work published in POD format, or if this format is unavailable, he/she will be provided an additional free CD-ROM version of the Work in lieu of the complimentary POD.
20. Indemnification. Except in the case of willful misconduct by the Publisher, the Author shall defend (unless such defence is undertaken by the Publisher), indemnify and hold the Publisher, its owners and affiliates, editors, shareholders, officers, directors, partners, associates, agents and representatives harmless against any claims, debts, demands, suits, actions, liens, proceedings and/or prosecutions (collectively, {*Claim*}), including reasonable court costs and attorneys’ fees, arising directly or indirectly from the Work or this Agreement. Each party will promptly notify the other of any Claim and will cooperate fully in any subsequent defence. The Publisher may withhold from sums otherwise due the Author under this Agreement any amounts reasonably equivalent to the amount the Author would owe the Publisher under this Article 20. If a Claim is brought against the Publisher, its owners and affiliates, editors, shareholders, officers, directors, partners, associates, agents and representatives, based on facts which, if true, would trigger the indemnification obligations in this Article 20, the Publisher may defend the same through counsel it chooses and may settle the same at its sole discretion. This Article 20 shall survive the termination or expiration of this Agreement and shall be binding upon all parties who constitute “Author” hereunder, both jointly and severally.
21. ISBN (International Standard Book Number). The Publisher shall have the sole responsibility to provide and assign an ISBN as formal identification of the Work. A separate ISBN shall be assigned

for each format of the Work, in accordance with International Publishing Practices.

22. Subsequent Works. The Author hereby grants the Publisher a right of first refusal for the publication of any revisions, abridgements, condensations, pre-quels, sequels or further installment (if the Work is part of a series) of the Work. Upon completion of the subsequent work, the Author shall notify the Publisher and provide the Publisher with a finished draft. If the Publisher does not accept the subsequent work for publication within ninety (90) days of submission by the Author, such right of first refusal will expire and the Author will be free to market the rights to the subsequent work without encumbrance.

23. Cover Art and Back Blurb.

(i) Cover Art - Publisher Provided . Unless otherwise indicated by the Author, Asylett Press will provide artwork for the Work: front, back and spine.

- a) Publisher will contract with artists of their choosing and will assume any expenses or fees incurred from said arrangement. Author's creative input is requested, however final decision on artwork will be made by Publisher. Publisher may or may not solicit live models for use in artwork.
- b) Author may choose to provide cover art for the Work. Said artwork must be created to specifications provided by Publisher. Author will be responsible for all fees and expenses incurred when providing artwork. If Author licenses the use of photos from a fee-per-use photo website, he/she must provide Publisher with proof of permission for use.

(ii) Cover Art - Author Provided

- (a) If the Author wishes to provide his/her own cover art or engage a third party for this purpose, such cover art must meet the minimum formatting requirements necessary for the Publisher's website publication of the Work. If the Author engages a third party to produce the cover art, the Author must provide documentation reasonably acceptable to Publisher that proves the Author has permission from the owner or licensee of the cover art to reproduce such cover art. Any and all license payments and other fees related to the creation or use of cover art created by a third party are the sole obligation of Author.
- (b) The Publisher warrants that the Author retains all ownership of cover art and illustrations provided.
- (c) The Author grants the Publisher use of all cover art and illustrations provided for the non-commercial purpose of promotion of the Work, including, but not limited to, display on the publisher's website, display on other marketing sites, inclusion in print and internet-based advertising, inclusion in marketing newsletters, flyers and press releases, production of video media for inclusion, or to enhance sale of published Work. (However, this grant does not constitute a license to the Publisher of screen, film, movie or screenplay rights, or audio rights. Those specific rights are still retained by the Author.)
- (d) Author accepts that Publisher has final approval on any cover art.
- (e) Publisher agrees to give creative credit in the Work to the cover artist.
- (f) Publisher agrees not to use artwork in any manner for profit (other than intended use) without

permission by author/owner of same. Compensation for such use will be negotiated at the time such use is agreed upon.

(iii) Back Blurb The Author shall provide to the Publisher the back blurb text for the Work, if any. The Publisher may elect to edit or replace provided text at its discretion.

24. Title. The Author may suggest titles for the Work, however, the Publisher has final approval of title of the Work. In the event the Publisher reasonably determines that the title of the Work should be changed, the Author will be given notice and an opportunity to suggest a list of alternative titles.
25. Infringement. The Publisher is not obligated to initiate legal proceedings should a claim arise regarding a third party's infringement or alleged infringement of the Author's or the Publisher's rights. If such a claim arises, either or both the Author and the Publisher may bring an action for infringement.
26. Assignment. The Publisher may assign its rights and obligations under this Agreement. The Author may not assign or attempt to assign its rights and obligations under this Agreement without the prior written consent of the Publisher.
27. Accounting. The Publisher shall keep records of all sales, cost of sales, refunds and fees related to the Work, and make the same available for reasonable inspection by the Author within seven (7) days after receipt of a written request by the Author. The Publisher shall be responsible for audit fees in the event errors greater than 5% and in an amount of at least one hundred dollars (\$100.00) are found in the author's favor.
28. Miscellaneous. This Agreement may be executed in any number of parts, each of which shall be an original, and all of which shall together constitute one agreement. Should any part of this Agreement be deemed invalid or unenforceable, such invalidity or inability to enforce said part shall not affect the validity or enforce-ability of the remaining portions. This Agreement shall be interpreted under, subject to and governed by the laws of the Commonwealth of Virginia and the State of Ohio. Conflicts of laws, and all questions concerning validity, construction, and administration shall be determined in accordance thereby. This Agreement contains the entire understanding of the parties hereto with respect to the matters covered herein and may be amended only by a written agreement executed by both parties. All captions and headings in this Agreement are for convenience only and carry no inherent substantive meaning. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.