

Book Publishing Agreement

This is an agreement made this ___ day of _____, 2010, between _____ (hereinafter referred to as the "Author"), whose address is _____, his heirs, executors, administrators, successors and assigns, and Clark Kenyon, dba Camp Pope Publishing, a company of the State of Iowa (hereinafter referred to as the "Publisher"), its successors and assigns, concerning the publication of a book titled _____ written by the Author (hereinafter referred to as the "Book").

In consideration of the mutual covenants herein contained, the parties agree as follows:

1) This Agreement describes a non-exclusive, non-transferable "Publishing Services Contract," in which the Author pays all production costs associated with the manufacture of the Book and takes possession of all copies of the Book, except as outlined in section 13 below.

2) The Manuscript:

A. The Author agrees to deliver to the Publisher, not later than _____, one (1) complete typewritten or computer generated physical copy of the Book (hereinafter referred to as the "Manuscript") in the English language, acceptable to the Publisher in form and substance and ready to compose via a computer page layout program. The Author will also submit a computer disk containing the Manuscript in Microsoft Word format. The Author agrees that the Author shall retain copies of the Manuscript as delivered to the Publisher.

B. Authorizations. The Author shall obtain and keep in his possession written authorizations for the use of any photographs, facsimiles, and other illustrations (hereinafter referred to as "Materials") owned or copyrighted by a third party or parties, included in the Manuscript and which the Author intends to be published as a part of the Book. Where such authorizations will not have been obtained by the Author, it is assumed that the Author is the owner of the Materials in question and that no authorization is required. Authorization is not required for copyrighted Materials of which the copyright has expired.

C. The manuscript as given by the Author to the Publisher shall remain the property of the Author. All digital files, versions, layouts, digital paste-ups or other assets created or amended by the Publisher are the property of the Publisher, to the extent that these materials may not be copied, reused, or incorporated into any other publication, except to a brief extent for purposes of advertising the Book, without the express, written permission of the Publisher.

3) The Publisher will perform the following services: design, layout, and compose a cover and text pages, inserting scanned Materials with captions provided by the Author, per Author's instructions and/or based on Author's concepts. Where scanned files of Materials are not available, the Author will provide the Publisher with the original Materials and the Publisher will produce the scans to be inserted into the Book. The Publisher will also perform minor editing functions, such as the correction of misspellings and other typographical errors contained in the Manuscript. The Publisher agrees to submit a galley proof of the Book in the form of a computer file in PDF format to the Author for final corrections and approval prior to sending the Book to the printer.

4) The Author agrees to pay Publisher for his services at a rate of \$____ per hour to a maximum of \$_____. A statement itemizing the services performed by the Publisher will be prepared and submitted to the Author before the Author takes delivery of the copies of the Book. The total amount of the fees for the Publisher's services will be due at the time the Author takes delivery of the copies of the Book.

5) The Publisher will contract with a Print-On-Demand book manufacturer (hereinafter referred to as the "Manufacturer") to have the Book printed and bound, to the following specifications:

Quantity: to be determined

Trim size: _____ inches

Number of pages: _____

Presswork: black ink throughout without bleeds

Illustrations: _____ halftones, _____ line drawings

Stock: Text—50# White

Cover: 4-color process, gloss laminate

Binding: Perfect.

6) The Publisher will conduct all routine interaction and dealings with the Manufacturer without further consultation with the Author, except in the event that the Publisher feels it is necessary to consult with the Author on any particular matter connected with the manufacture of the Book.

7) The Author agrees to pay the Publisher the sum of \$_____ plus \$_____ per unit for the manufacture of the Book as described in item 5 above, which represents the actual cost of setup and manufacture, plus a 10% handling charge. This amount is separate from and in addition to the costs of designing, composing, and otherwise preparing the Book for printing as described in item 4 above, and is subject to change without notice due to circumstances beyond Publisher's control. The stated price does not include the cost of delivery ("Transportation-In") of the copies of the Book to the Publisher's place of business. Total amount for the manufacture of the Book plus Transportation-In is due at the time the Author takes delivery of the copies of the Book. Manufacturing costs as outlined in this section may be incorporated in the statement provided for in section 4 above.

8) The copies of the Book will be shipped to the Publisher's place of business, and the Author will arrange to take delivery of the copies at that place, or to have the copies shipped to the Author once all accounts have been settled.

- 9) Author may order additional copies of the Book at any time and in any quantity through the Publisher, at a cost of \$_____ per copy, plus shipping and handling. This price is set by the Manufacturer and is subject to change without notice.
- 10) The book will be identified on the copyright page and the back cover as a publication of Camp Pope Publishing. The Publisher will affix the logo of the Camp Pope Bookshop to the spine of the book if space permits. The Publisher will assign an International Standard Book Number from his catalog to the Book and list this number on the copyright page of the Book. The Publisher will also affix a Bookland EAN barcode on the back cover of the Book to facilitate scanning for retail sales of the Book. The Publisher will record the Book with BooksInPrint.com for access by bookstores and libraries immediately upon publication. The Author will be identified as the copyright holder of the Book on the copyright page.
- 11) It will be the Author's responsibility to file an application for U. S. Copyright for the Book.
- 12) There is no express or implied agreement between the Author and the Publisher that the Publisher will act as an agent responsible for advertising, marketing, or selling copies the Book.
- 13) The Publisher will be allowed to order and pay for copies of the Book from the printer to be used for promotional or advertising purposes.
- 14) The Author asserts that the Book is being published to sell at retail and that the Author is not the final purchaser; therefore, the Publisher will not be required to collect Iowa State Sales Tax on the transaction described in this Agreement. To this end, the Author will fill out and submit to the Publisher an Iowa State Sales Tax Exemption Certificate.
- 15) The Author represents and warrants to the Publisher that he is the true and only copyright holder of the Book; that the Book is not the legal property of any other person; that no other person or organization can claim a proprietary interest in the Book; that any Materials submitted by the Author to the Publisher for inclusion in the Book are either copyright-free or that the Author has full authority and permission from the copyright holder or holders and/or owner or owners of said Materials to have said Materials published in the Book; that the Book does not and if published will not infringe upon any proprietary right at common law, or any statutory copyright, or trademark right, or any other right whatsoever; that the Book contains no words whatsoever that are obscene, libelous, in violation of any right of privacy, or otherwise in contravention of law or the right of any third party. Further that the Author shall indemnify, defend, and hold harmless Publisher from any claims, demands, suits, actions, proceedings, prosecutions, or threats of the same based on facts which, if true, would constitute a breach of the foregoing warranties, or any liabilities, losses, expenses (including attorney's fees) or damages in consequence thereof. The Author and the Publisher agree to keep one another fully informed of any such actions that may arise from the execution of this Agreement or the publication of the Book.
- 16) The Publisher assumes no responsibility for circumstances beyond his control that might impair his ability to fulfill any or all conditions of this Agreement. The Author shall indemnify and hold harmless the Publisher from any and all manner of claims, demands, actions, proceedings, or threats of the same that may be instituted against the Publisher for failure to fulfill any or all conditions of this agreement due to circumstances beyond the Publisher's control.
- 17) This Agreement constitutes the complete understanding of the parties. The Agreement may not be modified or altered except by written instrument executed by the Author and the Publisher. No waiver of any term or condition of this agreement or of any breach of this Agreement or of any part thereof, shall be deemed a waiver of any other term or condition of this Agreement or of any later breach of the Agreement or any part thereof. This Agreement shall in all respects be interpreted, construed, and governed by the laws of the State of Iowa. This Agreement shall be binding upon the heirs, executors, administrators, or assigns of the Author, and the successors and assigns of Publisher, but no assignment by either party, other than an assignment by operation of law, shall be made without the prior written consent of the other party.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year written below.

Author _____ Publisher _____

Date _____ Date _____