

Book Publishing Agreement

This is an agreement made this ___ day of ____, 20___, 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 with its office at 1117 E. Davenport St., Iowa City, Iowa 52245 (hereinafter referred to as the “Publisher”), his 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) Nature of the Agreement:

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 all copies of the Book, except as provided in item 7 below.

2) The Manuscript:

A. As of the date of this Agreement, the Author has delivered a copy of the original, unedited typescript of the Book (hereinafter referred to as the “Manuscript”) to the Publisher.

B. Materials.

1) The author will provide hard copies or digital files (in .tif or .jpg format, at a minimum resolution of 300ppi) of any photographs, facsimiles, maps, and other illustrations which the Author intends to be published as a part of the Book (hereinafter referred to as “Materials”).

2) The Author shall obtain and keep in his possession written authorizations for the use of Materials as owned or copyrighted by a third party or parties. 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/or that no authorization is required. Authorization is not required for previously published copyrighted Materials of which the copyright has expired, for which no known owner or copyright holder can be ascertained, or for materials considered to be in the public domain.

3) The Publisher may assist the Author in acquiring Materials, any cost of which will be assumed by the Author.

C. The Manuscript as given by the Author to the Publisher shall remain the property of the Author. All templates, styles, typefaces, layouts, digital paste-ups, versions, scripts, routines, methods, and any other assets created, developed, or amended by the Publisher or of which the Publisher is the lessee and which will have been used in the process of creating the Book remain the exclusive property of the Publisher or the property of their owners or creators and are not to be considered a part of the Book. The final, print-ready digital files (hereinafter referred to as the “Print-ready Documents”) necessary for the manufacture of the Book will remain the exclusive property of the Publisher until all payments as outlined hereinafter have been received, at which point the Print-ready Documents and the Book will become the exclusive property of the Author, with the exception that the Publisher will be allowed to use images of the Book and describe the process of his work with the Book for advertising purposes or in the Publisher’s portfolios.

3) Publisher’s Services:

A. The Publisher will perform the following services:

1. Copyedit the Manuscript for spelling, grammar, punctuation, and correct formatting of annotations.
2. Lay out and typeset the interior of the Book in a style subject to the approval of the Author.
3. Create a word and subject index of the Book.
4. Format and insert the Materials supplied and where specified by the Author.
5. Design and layout a cover, based on ideas/mockups submitted by the Author. Cover ideas/mockups submitted by the Author are subject to the approval of the Publisher.
6. Prepare the interior and cover of the Book for printing.
7. Prepare an electronic edition of the Book in ePub format for digital distribution.

B. The Publisher will not edit for/or correct content, style of writing, or perform fact checking.

- C. The Publisher agrees to submit a galley proof of the Book in the form of computer files in PDF format to the Author for final corrections and approval prior to sending the Print-ready Documents to the printer.
- D. The Author agrees to pay Publisher for his services at a rate of \$40 per hour to be invoiced at regular intervals. A statement itemizing the services performed by the Publisher will be prepared and submitted to the Author before the Book is submitted for printing and binding. The balance of the fees for the Publisher's services will be due at that time.

4) Manufacture:

- A. 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:

Trim size: 6 x 9 inches
Number of pages: unknown
Presswork: black ink throughout without bleeds
Number of Illustrations: unknown.
Stock: Text—55# Natural
Cover: 4-color process, gloss laminate
Binding: Perfect (paperback)

- B. 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.
- C. The Author may order any number of copies of the Book to be drop shipped from the Manufacturer to the Author. Price per copy will be determined once final print-ready PDF is ready for upload to the Manufacturer. Price per copy will include a 10% handling charge assessed by the Publisher. These costs are separate from and in addition to the cost of copyediting and formatting the text, formatting the Materials, laying out the interior and cover, creating the index, and otherwise preparing the Book for printing and binding as described in item 3 above. The stated price does not include the cost of delivery of copies of the Book to the Author (hereinafter referred to as "Transportation-In"). Total amount for the manufacture of the Book including Transportation-In will be due before the Book is submitted for printing and binding. Manufacturing costs as outlined in this section will be incorporated into the statement provided for in section 3D above.
- D. Author may order additional copies of the Book at any time and in any quantity through the Publisher. The prices for manufacture and shipping of copies of the Book are set by the Manufacturer and are subject to change without notice.

5) Identification and Copyright:

- A. 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 Publishing 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 upon publication.
- B. The Publisher will obtain a Library of Congress Control Number, which will be placed on the copyright page of the Book. The Library of Congress Preassigned Control Number Program requires that a copy of the Book be deposited with the Program. The Author will provide a copy of the Book to the Publisher for this purpose.
- C. The Author will be identified as the copyright holder of the Book on the copyright page.
- D. The Publisher will apply for copyright registration in the name of the Author, the fee for which is \$65, payable by the Author, which will be incorporated into the statement provided for in section 3D above. This price is set by the US Copyright Office and is subject to change without notice. The US Copyright Office requires that two copies of the Book be deposited as a part of copyright registration. The Author will provide two copies of the Book to the Publisher for this purpose.

6) Termination:

- A. This Agreement may be terminated at any time by either the Author or the Publisher upon written notice, provided all payments due to the Publisher for work completed as of the date of termination are paid to the Publisher. Upon such termination, all rights granted the Publisher hereunder, except as described under item 2C above, shall revert to the Author, and the Publisher and Author shall be under no further obligations or liability to

one another.

B. This Agreement shall automatically terminate upon the death of either the Author or the Publisher. The parties agree that, upon the death of the Author, the Book will be deemed out of print, and any copies of the Book held in the Publisher's inventory at that time (or 100% of the proceeds from the sale of any such copies) shall become the sole property of the Publisher. The parties further agree that, upon the death of the Publisher, the obligations of the Publisher pursuant to paragraphs 3, 4 and 7 herein shall automatically cease, and will not be binding on the Publisher's estate, executors, administrators, beneficiaries or heirs. Notwithstanding the foregoing sentence, the Publisher's estate, executors, administrators, beneficiaries or heirs shall remain obligated to pay compensation to the Author pursuant to paragraph 7.

7) Retail Price(s), Sales, and Distribution:

A. The Author, in consultation with the Publisher, will establish the retail price of the paperback and eBook editions of the Book.

B. Sales from the Publisher's website

The Publisher will purchase copies of the Book from the Manufacturer and offer the Book for sale through the online catalog of Camp Pope Publishing, for which the Author will receive 60% of the retail price as set by the Author, or wholesale price, less manufacturing and Transportation-In costs. Wholesale price is for copies sold to booksellers or distributors who request a discount. Discount for wholesale sales is 40% off the retail price. Sales compensation to the Author will be made once a minimum balance of \$50 has been reached, or monthly if sales reach or exceed \$50/month, and at least twice a year on the 30th of June and the 31st of December, when a full accounting of sales activity will be submitted to the Author.

C. National and International Distribution

The Publisher will provide the Author distribution of the Book, both in paperback and eBook formats, to the United States, the United Kingdom, Europe, Canada, Australia, and other international markets through the Manufacturer (Kindle Direct Publishing).

1. Right to print/distribute: the Author grants the Publisher the right to have the Book printed on demand and distributed electronically (eBook) either by the Manufacturer or the Manufacturer's agents in the United States, the United Kingdom, Europe, Canada, Australia, and any other places where the Manufacturer has markets.

2. Price(s) in other currencies: the Manufacturer will calculate the retail price per copy of the paperback and eBook editions in the currencies of the United Kingdom, Europe, Canada, and Australia and other markets where the Book will be made available, based on exchange rates current at the time the Book is added to the Manufacturer's database.

4. The Author may change the retail US price(s) of the Book upon 60 days written notice to the Publisher.

5. Author compensation via Distribution:

a) Standard Distribution (sales via the Manufacturer's domestic and worldwide markets, e.g., Amazon.com): The compensation to the Author per copy will be 60% of the retail price, less the cost of printing and binding. The cost of printing and binding includes a 10% service charge assessed by the Publisher. The base cost of printing and binding (prior to the addition of the Publisher's service charge) is based on the final page count of the Book as determined by the Manufacturer and is subject to change without notice.

b) Expanded Distribution (sales to libraries, academic institutions, and retailers): The compensation to the Author per copy will be 40% of the retail price, less the cost of printing and binding. The cost of printing and binding includes a 10% service charge assessed by the Publisher. The base cost of printing and binding (prior to the addition of the Publisher's service charge) is based on the final page count of the Book as determined by the Manufacturer and is subject to change without notice.

c) Payments to the Author for sales through the Manufacturer will be made in US Dollars once a minimum balance of \$50 has been reached, or monthly if sales reach or exceed \$50/month, after compensation has been conveyed by the Manufacturer to the Publisher (within 90 days following the month in which sales were made), and at least twice a year on the 30th of June and the 31st of December, when a full accounting of sales activity will be submitted to the Author.

8) Marketing and Promotion:

A. Marketing and promotion will be the responsibility of the Author. The Publisher will assist by sending review copies of the Book under his letterhead to journals, newspapers, and online book review services which are recommended by the Author and/or which, in the Publisher's opinion, would be likely to review the Book. The Author will assume the cost of the copies of the Book sent out for review.

B. Publisher offers the option of direct mail advertising to Publisher's mailing list of previous retail customers should the Author wish to take advantage of this service. Publisher will assume the cost of printing, preparing, and sending the direct mail materials and Author will assume the cost of postage, to be invoiced separately prior to the sending of the direct mail materials.

9) Warranties:

A. 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 the 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.

B. 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.

10) Conclusion:

This document contains the entire Agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. 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 not be assigned by either party 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 _____