

Publishing Agreement

This Agreement is between Infinity Publishing (IP) and *your name* _____ (author) for the work titled _____
Said parties entered into this Agreement on this date, ____/____/____; whereas, the author wishes IP to publish the work and grants IP the nonexclusive right to edit, format, print, advertise, distribute and sell, and ship the work in any way IP deems appropriate, and grants IP the right to distribute the work worldwide, and collect all monies for books sold by IP; IP agrees to pay royalties on a monthly basis to the author, beginning with the last day of the first full month of publication.

Infinity Publishing (IP) will (upon receipt of a signed Agreement, acceptable files, and payment):

- 1) assign one of its ISBNs to the book and submit relevant information about the work to the "Books in Print" database.
- 2) create a barcode for the back cover (necessary for bookstore related sales) and enter the book into their digital book printing system so that the book may be printed.
- 3) create Web pages for the work in order so that it may be sold on its e-commerce website, www.buybooksontheweb.com
- 4) provide information about the work to third-party sellers to enable them to sell the work, but will not be responsible for the turnaround times, submission policies, listing policies, errors, or sales policies of any third party seller.
- 5) sell to the author their books at 40% off suggested list price and pay a 10% royalty on those sales.
- 6) design a professional book cover for the work by laying out the spine, front, and back cover text, and will use either royalty-free artwork of its own acquisition or accept acceptable artwork from the author to create a book cover for the work.
- 7) pay the author a royalty of 30% of IP's suggested list price on full-price sales of books sold by IP.
- 7a) pay the author an additional royalty of 75% of the difference between IP's suggested list price and actual list price on full-price sales of books whose list price is set higher by the author than IP's minimum list price.
- 8) pay the author 15% royalty on sales of books whose list price is set at IP's suggested list price and are sold by IP at less than full price to resellers.
- 8a) pay the author a royalty percentage higher than 15% on sales of books whose list price is set higher than IP's suggested list price and are sold by IP at less than full price by creating a new wholesale royalty percentage that will include: 15% of the average wholesale price based on 40% off IP's suggested price, plus 45% of each dollar added to the suggested list price with the sum being divided by the actual list price resulting in the royalty percentage that will be applied to all discounted sales.
- 9) retain the right to establish the discounted price to all purchasers, including, but not limited to distributors, bookstores, schools, libraries, and quantity purchasers.
- 10) not be held responsible for errors in the book, including, but not limited to, spelling errors, grammar, punctuation, style of work, page numbering, corrupted files, computer formatting errors, missing fonts, and will issue a printed proof book to the author for review and to describe any problems that the author wishes IP to fix.
- 11) reserve the right to reject any work for any reason at any time.
- 12) reserve the right to market the work, using methods it deems appropriate and have the right to market and distribute the book worldwide.
- 13) email royalty statements monthly to the author in addition mail royalty checks for amounts due over US\$20.
- 14) is not responsible for, but will endeavor to care for and return submitted photos and artwork; and will not return any submitted CDs, floppy and zip disks.
- 15) issue a Form-1099 as required by the Internal Revenue Service only for royalties exceeding US\$600 in any year.

The Author:

- 1) will pay IP a one-time setup fee of US\$499; and will also provide payment for any optional additional service chosen by the author, such as: Advance Reading Copy Program US\$275; one of IP's marketing packages that range from US\$125 to US\$470; copyediting at US\$0.013 per word; the scanning of photos, graphics, or illustrations at US\$7 per scan; or inclusion of the work in IP's extended distribution program at a cost of US\$149 that utilizes the third party, Ingram/LSI.
- 2) is a resident of the U.S.; and if outside the U.S., agrees to submit an additional US\$75 to the base setup fee.
- 3) maintains that he or she is the sole author of work and owner of the copyright and all of the contents of the work and has full power to enter into this Agreement; that he or she has not engaged in plagiarism with respect to the work; and that the author, if submitting work that is to include any content that does not originate from the author or to which the author does not own the copyright to, has obtained the copyright owner's written permission to use any such material and will provide IP with a copy of all written permissions for use at the time of submission to IP, and that all such uses will be so noted in the work; and will send a copy of Copyright Form to IP after the form has been stamped and returned to the author by the Library of Congress.
- 4) guarantees IP that the work is accurate, is not in violation of anyone's privacy, is not injurious, obscene, libelous, slanderous, or otherwise a violation or infringement of any federal, state, or local law, statute, or code, and further agrees to hold IP, its employees, directors, shareholders, representatives, heirs and assigns, harmless for any damages resulting from any litigation resulting from publication of the work.
- 5) further guarantees IP that the work, if fiction, does not include the name and/or likeness of any actual person, living or dead; and that all characters in the fictional work who may have been derived from actual persons have altered names and altered physical attributes, so as to negate any similarity or likeness between the actual person, location, or event, and the fictional character or location.
- 6) agrees that IP shall not in any way acquire ownership of the work and that the author is free to pursue any and all publishing ventures that do not involve the use of IP's name or logo, likeness, barcode, copyright page, or ISBN.
- 7) grants IP the right to provide services, including, but not limited to, the worldwide distribution of the book, advertising, sales, and printing of the work.
- 8) agrees that IP is not responsible for editing, misspelling, rewriting, page-numbering, indexing, reviewing, or any other errors in the work.
- 9) understands that IP will take the author's digital book file and do its best to fix any obvious problems resulting from the file being transferred to IP's computers before sending the author a first proof book; and that any changes that are made to the book thereafter, regardless of their origin, will be made at the author's request and expense at a rate of US\$50 per block of forty corrections, excluding 40 free items requested by the author to be made by IP at no charge after the author has received the first proof book only; and recognizes that correctable items can be the result of errors by the computer, by IP, or by the author, and recognizes that 40 free corrections does not apply to books submitted as hardcopy only or in PDF format.
- 10) reserves the right to discontinue the selling of the work by IP by providing written notice to IP, and acknowledges that IP is not responsible for copies of the work that have already been manufactured, sold, and/or distributed to the market.
- 11) will provide a Social Security number as required by the Internal Revenue Service so that IP could issue a Form-1099 if necessary.
- 12) understands that signature below ratifies all the terms and conditions of this Agreement.

General Provisions:

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, USA. All monetary transactions will be in US dollars only. This written Agreement contains all and is the only Agreement, and supersedes any other agreement, oral, written, or otherwise construed as a prior agreement between the author and IP. This Agreement cannot be appended, changed, modified, word or words added or deleted except by the mutual written agreement of the author and IP; and further, is binding upon the heirs, executors, administrators, and assigns of the author and IP.

Title of Work (as it will appear on the book)

Author's Legal Name (as it will appear on royalty checks)

Author Name (as it will appear in the book. Legal and pen name do not have to be the same)

Author's Mailing Address (where we will mail royalty statements and checks)

Author's Street/legal Address (where we will ship book orders ... no P.O. boxes please)

Author's (daytime) Phone Number

Author's (evening) Phone Number

Fax Number

E-mail Address

Social Security number (required by Tax Code)

Signature of Author and/or Author's Agent

