

## **PUBLISHING CONTRACT**

### **PARTIES TO AGREEMENT**

This is an agreement between Omega Publications, Palm Springs CA. hereinafter known as PUBLISHER, and AUTHOR for the AUTHOR'S WORK as described in the following documents.

#### **Section I. LICENSE TO PUBLISH**

AUTHOR grants to the PUBLISHER non-exclusive rights to publish the WORK in print and electronic media, in whole or in part, and to distribute the WORK throughout the world.

#### **Section II. TERM OF LICENSE**

The license for the WORK shall extend for two (2) years after the date the PUBLISHER first releases it for publication. The license will automatically renew for consecutive one (1) year terms if neither party gives at least thirty (30) days written notice that it desires to terminate this license.

#### **Section III. AUTHOR CANCELLATION**

AUTHOR has the right at any time to cancel this agreement with forty-five (45) days written notice to the PUBLISHER.

If , at the time of cancellation, the WORK has not yet been published all monies received by PUBLISHER will be refunded at the end of the forty-five period less the cost of work already done at the time notification is received. PUBLISHER is entitled to charge for such work at a rate of \$60 per hour.

If, at the time of cancellation, the WORK has already been published no refund will be given for publishing costs. The WORK will be taken out of print and removed from electronic distribution. All royalties due to AUTHOR for sale of the work will be forwarded by PUBLISHER to AUTHOR as defined in Sections IV and V of this agreement.

#### **Section IV. ROYALTIES**

On all sales of copies of the WORK, the PUBLISHER will pay the AUTHOR royalties based on the sales of the WORK. Royalties will not be paid on copies of the WORK sold to the AUTHOR or on books that are returned. Royalties for all sales are 80% of the net proceeds for all copies sold either in print or in electronic formats.

#### **Section V. ROYALTY PAYMENTS and STATEMENTS**

PUBLISHER will compile statements and make royalty payments quarterly. PUBLISHER shall forward to AUTHOR a quarterly royalty statement by email on request. PUBLISHER shall forward payments either by check or direct deposit (at the discretion of AUTHOR) if the amount of royalties earned is \$100.00 or more. All monies due to AUTHOR at the end of each calendar year will be paid regardless of the amount.

#### **Section VI. COPYRIGHT OWNERSHIP**

The AUTHOR is the owner of the copyright of the WORK. As a condition of this Agreement, the PUBLISHER agrees to print in every copy of the WORK a Copyright Notice identifying the AUTHOR as the owner of the copyright in the manner that complies with the regulations of the US Copyright Act and the Universal Copyright Convention.

#### **Section VII. COPYRIGHT REGISTRATION**

PUBLISHER will place a copyright notice on all versions of the WORK, using the year in which the book is released by the PUBLISHER.

PUBLISHER will be responsible for registering the WORK with the U.S. Library of Congress, if the AUTHOR chooses this service. A non-refundable fee of \$50.00 will be charged for this service.

PUBLISHER will apply for a Preassigned Control Number (PCN) prior to publishing the WORK. Once the PCN is assigned to the work PUBLISHER will include this information on the copyright page of the WORK. Delays in obtaining this number may cause a delay in publication of the WORK. If the WORK is rejected by the Library of Congress for any reason PUBLISHER will have no further responsibility for obtaining a Library of Congress Control Number and the WORK will be published without this number. The service fee will not be refunded.

The above paragraph applies to HARD COVER books only. Paperback versions are not eligible to be registered with the Library of Congress.

### **Section VIII. ISBN**

PUBLISHER will obtain and assign ISBN (International Standard Book Number) for the WORK. PUBLISHER will assign as many ISBN designations as required by the various publication formats listed in Section I. PUBLISHER will use the assigned ISBN(s) as part of the formal identification, and will notify Bowker and/or other equivalent service(s) of the ISBN(s) of the WORK.

### **Section IX. SUBSIDIARY RIGHTS**

AUTHOR retains all subsidiary rights including theater, film, and television rights in the WORK.

### **Section X. ELETRONIC DISTRIBUTION**

All accepted WORKs can be distributed as electronic books on the PUBLISHER's site and through other marketing channels. Publisher will secure a unique ISBN for the WORK so that it may be available for sale online if the author chooses this option.

### **Section XI. DISTRIBUTION THROUGH PRINT ON DEMAND**

If Author selects this option, PUBLISHER will prepare the book for distribution as a Trade Paperback and/or Hardcover book. PUBLISHER agrees to secure a unique ISBN and submit the work to distributors including the Books in Print, Ingram, and Baker & Taylor databases so that it may be available for sale at retail and online outlets using these systems.

### **Section XII. AUTHOR WARRANTIES**

AUTHOR represents and warrants that AUTHOR is the sole owner of the WORK and has the full power, authority and right to enter into this agreement; this agreement does not conflict with any arrangements, understandings, or agreements between the AUTHOR and any other person or entity; the WORK is not in the public domain and is entirely original except for portions thereof for which legally effective written licenses or permissions have been secured; the WORK and all rights therein are free of liens, claims, interests or rights in others of any kind; the WORK as submitted, and its publication by the PUBLISHER, do not and will not violate or infringe upon any personal or proprietary rights, including without limitation copyrights, trademark rights, trade secret rights, contract rights, privacy rights, or publicity rights of any other persons; the WORK is not defamatory or obscene, or in any other way illegal; and any recipes, formulae, instructions, or recommendations contained in the WORK are not and will not be injurious to any reader, user, or third party; all information in the submission package is accurate.

If a judgment is obtained against PUBLISHER for usurping rights still controlled by a publisher or other entity than PUBLISHER or AUTHOR, the AUTHOR agrees to hold PUBLISHER harmless and to indemnify

PUBLISHER for reasonable damages and costs. If PUBLISHER prevails against a suing party or resolves the matter by out-of-court settlement, AUTHOR will be liable to indemnify PUBLISHER for defense and settlement costs if AUTHOR's warranties are found to be invalid.

### **Section XIII. SUBMISSION ACCEPTANCE**

PUBLISHER reserves the right, in its sole discretion, not to accept a submission.

### **Section XIV. PUBLICATION**

PUBLISHER intends to market the WORK on its web site and make the work available for print-on-demand distribution within 90 days after receipt of all required materials relating to the WORK, unless editing is necessary in which case the WORK will be made available for print-on-demand distribution within 140 days. In no case will the PUBLISHER take more than 180 days after receipt of all the required materials relating to the WORK to publish the WORK. If the PUBLISHER does not make the WORK available within such time, the AUTHOR may give notice to the PUBLISHER to make the WORK available within 30 days. If the PUBLISHER does not do so, this agreement shall terminate, all licenses herein shall revert to the AUTHOR and the PUBLISHER shall refund the preliminary payment, if any, to the AUTHOR.

### **Section XV. FORMAT AND PRICE**

PUBLISHER shall request author's suggestions and contributions on cover art, and will, if possible, use such suggestions and contributions in cover design. In the event of a disagreement regarding cover art, PUBLISHER shall have final say as to production, appearance, and formatting of the WORK. A minimum price of the work shall be determined based on the cost of production. If AUTHOR desires, the price can be set higher than the minimum.

### **Section XVI. AUTHOR PROOF**

PUBLISHER will provide AUTHOR with a digital proof of the WORK and the book cover. AUTHOR will make/request corrections to the proof as documented on PUBLISHER's web site. AUTHOR will approve the final **Galley Copy** prior to printing. **Once the Galley Copy of the WORK is approved, by the AUTHOR, no further changes will be accepted.** Additional changes to either the cover or the interior text will be charged to the AUTHOR, before the changes will be submitted to the printer, at a cost of \$75.00 per resubmission of either the book cover or the interior text. Additional editing fees, at \$60.00 per hour, may also apply. One Client Copy of the WORK will be sent to the AUTHOR after the WORK is in print.

### **Section XVII. AUTHOR COPIES**

AUTHOR may purchase copies of the WORK from PUBLISHER at the PUBLISHER's actual cost, including shipping, plus a 5% handling fee. There is no limit on the number of copies AUTHOR may purchase under these terms. PUBLISHER discounts for volume orders placed by AUTHOR will be passed on to AUTHOR under these same terms.

### **Section XVIII. PUBLISHER TERMINATION**

PUBLISHER may terminate publication of the WORK with forty-five (45) days written notice to the AUTHOR, at which point the work will be removed from production or publication and all rights revert to the AUTHOR. Once the WORK has been published the publication costs will not be refunded; however all accrued royalties will be paid to AUTHOR.

### **Section XIX. WEB PAGE**

PUBLISHER agrees to publish a web page on its site providing details about the WORK and the AUTHOR. Such web page may also contain an excerpt from the WORK. From time to time, the PUBLISHER may publish information about the AUTHOR or the WORK. If PUBLISHER requests additional promotional information, AUTHOR will promptly provide it.

**Section XX. AUTHOR AGREEMENTS AND PAYMENT TERMS**

AUTHOR agrees that high-resolution PDF created by PUBLISHER for POD printing will be retained by PUBLISHER. AUTHOR further agrees not to schedule any book signings or promotional efforts with respect to the work until PUBLISHER advises AUTHOR that the WORK is available for distribution.

AUTHOR agrees that by signing this agreement they are contracting for and agree to pay for the following services provided by PUBLISHER as documented on PUBLISHERs website and per the terms of this agreement:

- Basic Package Paperback Version- \$1050.00
- Complete Package Paperback Version with eBooks added -\$1450.00
- Deluxe Package Paperback and eBook Versions with Custom Web Site- \$2600.00
- Change from Paperback to Hardcover Version - \$50.00
- Publish both Paperback and Hardcover Version - \$100.00
- Line Edit - \$2.50 to \$3.00 per page for \_\_\_\_\_ pages totaling \$\_\_\_\_\_
- Deep Edit - \$4.00 per page for \_\_\_\_\_ pages totaling \$\_\_\_\_\_
- Library of Congress Registration- \$50.00
- Additional items as described. \_\_\_\_\_

The total amount for these services is \$\_\_\_\_\_

The terms of payment are ½ the total amount due at time of signing or before PUBLISHER begin work on the WORK. The balance is due after final proof acceptance and before PUBLISHER sends the WORK to the printer.

**Section XXI. MAINTENANCE ON INGRAM DATABASE**

If AUTHOR has chosen to put the WORK into the full distribution program, this publishing agreement includes listing on the Ingram database for one year, a service for which the PUBLISHER pays. Additional years will be billed to the AUTHOR's account at a rate of \$12 per year per title.

**Section XXII. MAINTENANCE OF AUTHOR WEB SITE**

If AUTHOR has selected to have PUBLISHER provide a separate author web site this agreement includes the registration of the AUTHORS domain name for 1 year. AUTHOR agrees to pay a monthly maintenance fee of \$15 payable in advance in semi-annual installments of \$90 paid twice yearly. The cost of extending the domain name registration will be charged at \$15 per year and will be added to this semi-annual billing each time the registration is renewed.

Multiple year domain registration is available and may be requested by the AUTHOR. Updates and edits to the AUTHOR web site will be charged at \$60 per hour billed in ¼ hour increments of \$15 and billed when the actual charges exceed \$60.

**Section XXIII. MODIFICATION OF TERMS OF SERVICE**

PUBLISHER may modify these terms of service from time to time in its sole discretion.

**Section XXIV. MODIFICATION OF OMEGA PUBLICATIONS SITE**

PUBLISHER may modify the Omega Publications website with or without notice to AUTHOR and without liability to AUTHOR or to any third party.

**Section XXV. INDEMNIFICATION**

AUTHOR agrees to fully indemnify, defend and hold harmless the PUBLISHER and its AFFILIATES from and against any losses, lost profits, damages, liabilities, judgments, awards, decrees, settlements, or expenses including without limitation, reasonable attorney's fees and court costs arising from , connected with, or by reason of any breach or alleged breach of any of the representations and warranties set forth above, but the AUTHOR shall not be liable for any matter inserted in the WORK by the PUBLISHER or its licensees. All warranties and indemnification made by the AUTHOR herein shall survive termination of this agreement.

**Section XXVI. GENERAL PROVISIONS:**

This agreement shall be governed by the laws of the State of California. It contains all and the only agreement, and supersedes any other agreement, oral, written or otherwise construed as a prior agreement between the AUTHOR and PUBLISHER. This agreement cannot be appended, changed, modified, word or words added or deleted except by the mutual written agreement of the AUTHOR and the PUBLISHER. This agreement is binding upon the heirs, executors, administrators and assigns of the AUTHOR and the PUBLISHER.

By completing the following and submitting the required materials, the AUTHOR agrees to all the terms and conditions in this agreement.

Signed:

AUTHOR \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Manuscript Title: \_\_\_\_\_

Address : \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

PUBLISHER: \_\_\_\_\_ Date: \_\_\_\_\_

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