

XYZ PUBLISHING

PUBLISHING AGREEMENT

[An actual contract may have different wording]

This Agreement is made on [date] between [author, address], the Author and/or Proprietor (hereinafter called “the Author”), and [publisher, address] (hereinafter called “the Publisher”), whereby it is mutually agreed:

GRANTS OF RIGHTS

The Author grants to the Publisher exclusive world rights to print, publish, and sell in all book forms, both hard copy and electronic, throughout the world during the full term of copyright and all renewals thereof an un-published work tentatively entitled *[tentative title of book]*, together with all subsidiary rights as specified under **OTHER RIGHTS**, page 2.

AUTHOR’S GUARANTEE

The Author guarantees that he/she is the sole Author and/or Proprietor of said work and that it **in no way violates any copyright** belonging to another party; that it **contains nothing of a libelous or scandalous character**; that it is **not in violation of a right of privacy or otherwise contrary to law**; and that he/she and his/her legal representatives will hold harmless and keep indemnified the Publisher from all suits and all manner of claims, proceedings, and expenses, including attorney’s fees, which the Publisher may incur on the grounds that said work is a violation of any proprietary right or copyright, or contains anything libelous, scandalous, or otherwise unlawful. The Author shall not, without the consent of the Publisher, publish or contract to publish any abridged or other edition of the said or similar work that shall conflict with the sale of the work covered by this agreement.

MANUSCRIPT

The Author agrees to deliver to the Publisher, by [previously agreed-upon date], a **complete manuscript** of the work on disk in a standard word processing format, satisfactory to the Publisher in content and final form, including all photographs, drawings, charts, index, appendix, bibliography, or other supplementary matter. The Author shall be solely responsible for obtaining from the original copyright holders any necessary permissions and any payments that may be required for said permissions for using said copyrighted material in his manuscript. The Author must notify the Publisher if any portion of the manuscript has previously appeared in print. **In the event the manuscript is not in final form satisfactory to the Publisher, including the aforementioned supplements, the Publisher shall have the right to edit and revise the manuscript prior to first publication, or to any subsequent printing; provided, however, that such editing or revision shall not materially change the meaning, or materially alter the text of said work without the Author’s consent. Editing to correct infelicities of expression, misstatements of fact, misquotations, errors in grammar, sentence structure, and spelling, and editing to make the work conform to the Publisher’s style of punctuation, capitalization, and like details shall not be considered as materially changing the manuscript.**

The Publisher will use the same care in protecting the manuscript and accompanying material as customary practice demands in protecting similar material in its possession, but it shall not be liable for damages resulting from the loss or destruction of such materials, or any part thereof.

COPYRIGHT

The Publisher shall have the right to register the copyright of the work and all renewals of such copyright ~~in its own name or~~ **in the name of the Author** in any and all countries of the world. It shall also have the right to any assistance from the Author as may be necessary to protect the copyright and renewals thereof.

PRODUCTION, PUBLICATION, AND ADVERTISEMENT

The Publisher agrees to publish the work at its own expense. The Publisher shall have the right:

- (a) to publish the work in one or several volumes, and in such form, style, size, type, and manner, including paper to be used, as it deems best suited to the sale of the work;
- (b) to set or alter the title and prices at which the work shall be sold;
- (c) to determine the date of publication, the method and means of advertising, promoting, and selling the work, and all other publishing details, including the number of copies to be printed, if from plates or type or by other process;
- (d) to postpone the publication date in the event of delay from causes beyond its control;
- (e) to publish subsequent and revised editions whenever, in its judgment, it is deemed advisable;
- (f) to decide how long plates or type shall be preserved, when they shall be destroyed, and if and when reprints shall be made.

AUTHOR'S CHANGES

The Publisher shall furnish the Author with galley proofs of the work. The Author agrees to return such proofs promptly to the Publisher with his corrections, and further agrees that the expense of the Author's corrections (other than those due to printer's errors) **exceeding 10% of the cost of composition** shall be charged against and deducted from the Author's royalty earnings.

ROYALTIES

The Publisher shall pay to the Author on all copies sold (less returns) royalties, as follows:

- (a) On copies, whether hard copy or electronic, done by the Publisher (except as provided below), ___% of the Publisher's net receipts. [**Or "revenues from distributors," or "net profits."**]
- (b) On an edition, whether hard copy or electronic, published or reprinted by another publisher or a book club in the United States or elsewhere through license of publication rights, translation, lease of plates or otherwise, 50% of the Publisher's net receipts.
- (c) No royalty shall be paid on any copies given away for the purpose of review and promotion, or on copies sold or given to the author, or on copies damaged by fire or water, or on copies sold as overstock, at or below cost.
- (a) An advance against future royalties of \$_____ will be paid to the Author upon receipt of the completed manuscript. [**OR, "upon the signing of this contract." An advance often used to be equal to the royalties that the publisher expects to pay within the first 6 months. With the volatility of the book market, I am afraid advances today are often small or nonexistent.**]

OTHER RIGHTS

The Publisher shall have the exclusive right to arrange, in behalf of the Author, for the sale of all other rights, including serialization, syndication, translation, digest, abridgment or condensation, motion picture, dramatization, radio, television, mechanical rendition and/or recording, or any other use of the subject matter; and if these rights are sold, the net proceeds shall be divided equally between the Author and the Publisher.

USE OF SELECTIONS

The Publisher, after the work has been published, may publish or permit others to publish such selections, digests, abridgments, serializations, syndications and mechanical, photocopied, visual, and sound reproductions or recordings as it thinks proper, without compensation to the Author or the Publisher if, in the judgment of the Publisher, such use may benefit the sale of the work.

AUTHOR'S COPIES

The Publisher will furnish ___ copies of the published work to the Author without charge. **(It is understood that the bulk of these copies will be given away by the Author for promotional purposes.)** Should the Author desire additional copies (not for resale to dealers), they shall be supplied at a 50% discount from the retail catalog price, shipping charges additional.

ACCOUNTING

The Publisher shall prepare **annual** statements, accounting for all sales through the fiscal year ending **December 31**: such statements to be mailed along with payment within three months after the end of the fiscal year. The Author agrees that any account, bill, or amount due of any nature that may be due the Publisher by the Author, whether under this agreement or not, shall be chargeable against and shall be deducted from any and all royalties accruing to the Author under this and/or other agreements between the Author and the Publisher.

TERMINATION OF PUBLICATION

If the Publisher finds the sale of the work reaches a point not justifying reprinting, he shall have the right to declare the work as out of print. **By written notice to the Author's last known address, the Publisher shall advise the Author of this declaration**, and the Author shall have the right for thirty (30) days from notice date to purchase the typesetting and graphics, if any, of the work at one-half the original cost of composition, and remaining bound copies or sheets, if any, of the work at manufacturing cost, shipping charges additional. If the Author fails to purchase, as aforesaid, the Publisher may dispose of any such typesetting, graphics, bound copies, and sheets without further liability for royalties.

ASSIGNMENT

This agreement shall inure to the benefit of and be binding upon the Author's heirs, administrators, and assigns, and the successors and assigns of the Publisher, but no assignment, either voluntary or by operation of the law, shall be binding upon either party without the other party's written consent.

OPTION

For and in consideration of the personal promotion and publicity to be rendered by the Publisher for and in behalf of the Author in connection with the advertising and promotion of this work, the Author grants the Publisher an option on the Author's next book. In no case shall the Publisher be obligated to consider said next book sooner than six months after the publication of the work to which this contract refers.

RECIPIENT OF ROYALTY

The Publisher, until advised otherwise by the Author or his legal representatives, along with proper documentation, will issue the annual royalty check payable to: **[usually the author's name and address]**

APPLICABLE LAW

This Agreement embodies the entire understanding and agreement of the parties with respect to the subject matter hereof. This Agreement shall be governed by and interpreted in accordance with the laws of the **State of Pennsylvania [or whatever state the publishing house is in]** and the United States of America. All disputes involving this Agreement shall be submitted to Christian conciliation pursuant to the procedural rules of the Association of Christian Conciliation Services, if available, or a similarly constituted body.

WITNESS the signatures of the parties hereto:

THE PUBLISHER

Witness _____

Date _____

THE AUTHOR

Witness _____

Citizenship of Author: _____

Date _____

Social Security No. _____