



Publications

57 Blair Avenue, Hurlford, Ayrshire, UK, KA1 5AZ

Publishing Contract

This agreement, dated _____, 20__, is made between LL-Publications, herein called “Publisher” and _____, herein called “Author”, as respects _____, herein called the “Work”.

I. Publishing Rights: Author agrees to grant to Publisher exclusive worldwide English language rights to publish and sell the Work in: (Check off all applicable rights included)

_____ Readable (text) digital format (electronic download, disk, CD/CD-ROM, E-Book reader or similar media of presentation, excluding motion picture/television/video/DVD rights)

_____ Print on Demand trade paperback

_____ Audio-cassette, audio-CD or other audio format

_____ Other: (Specify) _____

All rights in the Work not specifically granted to Publisher in this agreement are reserved by the author.

II. Author Warrantees: Author warrants that s/he is the author and sole owner of the Work or has been assigned the rights delineated above; that it is original and contains no matter unlawful in its content, nor does it violate the rights of any third party; that the Work is not in the public domain. Author also warrants that these rights are owned or controlled by him/her without encumbrance and that Author has full power to grant the listed rights to Publisher.

If this work has been previously published in any form, Author warrants that the rights granted herein have reverted to him/her. As an addendum to this agreement, Author shall present some written memorandum documenting the reversion of the rights granted by any publishing company that may still own proprietary rights to the Work.

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 not be liable to indemnify Publisher for defense and settlement costs.

III. Copyright: (check off as applicable)

There is no contractual requirement to register copyright for the Work, as copyright legally exists on all recorded original work. Legal protection therefore does exist, although this can be enhanced by registration, and is the choice of the Author. However, no part of this contract should be seen as LL Publications recommending that copyright should not be registered.

_____ Copyright has already been obtained for this Work. The author will provide a photocopy or facsimile copy of the Copyright certificate to Publisher along with the signed copy of this contract, or no later than seven days from the date on this contract.

_____ Author will be responsible for registering the copyright with the appropriate Copyright Authority, including payment of any fees and the costs of preparing printed and/or electronic documentation of the work as required by the Copyright Authority. Author will provide a photocopy or facsimile copy of the Copyright certificate to Publisher within 45 days of receipt. Publisher shall be listed as the publisher of the work in all formats indicated in Section I.

_____ Copyright will not be registered for the Work. However, should Author or Publisher choose to register copyright during the term of this contract, or its extensions, a photocopy or facsimile copy of the Copyright certificate will be provided for the other party concerned.

Author understands that if s/he chooses not to register the copyright with the appropriate Copyright Authority, s/he may be limited in the damages that could be awarded in court if there is a copyright violation. Publisher will place a copyright notice on all versions of the Work, using the year of first release if no other information is available.

The "Appropriate Copyright Authority" is the Copyright Office of the country in which the Work is being primarily published. Publisher publishes Works in both the UK and the USA.

IV. 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 Book in Print or other equivalent service(s) of the ISBN(s) of the Work.

V. Selling Price: Publisher will set the retail price ("cover price") of the Work, based on length,

comparable works and format. Publisher reserves the right to raise or reduce the price as needed to stimulate sales. Publisher agrees not to reduce the price for six months following the initial release of each format listed in Section I without the written agreement of Author.

If rights have been granted for audiobooks, Publisher will decide the quantity of books to be made in the initial and subsequent manufacturing runs.

VI. Advances and Royalties: (Check as applicable)

Publisher will not pay an advance to Author.

_____ For readable digital formats: Publisher will pay Author a royalty of 55% of the Retail Download Price, for sales of the Work at the publisher's website. For digital books sold through outlets requiring distribution discounts, Author and Publisher will divide the net price after discount equally between them.

_____ For Print on Demand and audiobook formats: Publisher will pay Author a royalty of 22.5% of the cover price for sales directly from the publisher. For print books and audiobooks sold through outlets requiring distribution discounts, Author will receive a royalty of 7.5% of the cover price.

The Publisher and Author understand that all sales are final, or if not final, that books must be returned in "New" condition (not stripped covers) for refunds from vendors. No reserves will be withheld against returns.

If the Work is sold as part of a "Buy One, Get One Free" or similar sale where this Work is chosen by the consumer or Publisher to be the free book, Author shall receive full royalties as if his/her book had been the one selected to be paid for in full.

Royalty statements will be produced and forwarded to Author quarterly, not more than thirty days after the end of the calendar quarter (March 31, June 30, September 30, December 31). If royalties earned for the quarter are £5.00/\$10.00 or greater, they shall be paid contemporaneously with issuance of the royalty statement. If royalties earned for the quarter are less than £5.00/\$10.00, Publisher may hold payment for a period of one quarter, but in no event shall earned royalties be held longer than six months.

Publisher will keep records as to the amount of royalties earned by Author from sales in US and UK currencies. If royalties, or part royalties, earned need to be translated to either US or UK currencies for payment, the exchange rate current on the day that payment is issued will be used.

Payments may be made by either physical cheque (UK pound sterling) or the electronic funds transfer methods of: PayPal, Moneybookers, or UK bank transfer. It is Author's responsibility to ensure they can receive payment by one of the aforementioned methods. If Author is unable to accept electronic funds transfer, payment will be by cheque in UK pound sterling.

Author understands that royalties will be paid in the quarter copies of the Work are paid for by

consumers, distributors or vendors. If distributors or vendors delay payment to Publisher, Publisher is not obligated to pay the royalty until it has been paid by the distributor or vendor.

Payment of taxes on royalties is the sole responsibility of the Author. Publisher will provide all forms and/or earnings reports legally required on their part.

If the author should die before all royalties have been paid, Publisher will pay royalties to Author's heirs, assigns or beneficiaries.

It is the Author's responsibility to communicate with the Publisher any change in Taxpayer Identification Number or Social Security Number, Postal Mailing Address, telephone number(s), Electronic Mail address or bank routing number if royalties are paid by Electronic Funds Transfer. If the Author fails to advise Publisher of any changes in the above that prevent the timely payment of royalties, the Publisher is authorized to hold, without penalty, payment of royalties until current information is received. If a cheque sent by regular post is returned by the post office or express delivery service as undeliverable or an Electronic Funds transfer is rejected for an invalid number, the Publisher shall first attempt to contact Author by all existing contact information before unilaterally withholding payment of royalties.

VII: Term of contract: Contract shall be in force from the date it is signed by all parties until 730 days from the actual release date of the first released format covered in Section I. The contract may be renewed by mutual consent for a period equal to that beginning the date of release.

If more than one right has been granted in Section I and a distributor of a later released format requires a simultaneous availability period, the contract term may be lengthened by the number of days necessary to have simultaneous availability, upon written notice to Author and an addendum to this Section.

Publisher may, at its discretion, remove the Work from publication or distribution for reasons of poor sales, excessive returns or other reason deemed by the Publisher to be injurious to the Publisher's or Author's best interests. Publisher shall give 30-days notice to Author of removal from distribution and the reasons for the withdrawal. If the publisher removes the Work from sale, this contract shall terminate and all rights granted shall revert to the Author.

In the event of breach of contract, contract may be terminated by either the Author or Publisher with a 90-day written, certified mail notice or other receipted or traceable delivery service, and all rights granted the Publisher will revert to Author at the time of the termination. Upon this termination, Publisher will remove listing of the Work from its website and all download-based distributors and advise Books in Print that that particular ISBN is no longer in print. The exception to this termination of contract is that Publisher may continue to sell existing stock of physical formats (diskettes, CD's, cassette tapes, print books) but may not create new physical copies upon depletion of its existing stock.

VIII: Editing, Cover Art and Back Blurb, Preparation of Manuscript, Title, Formatting.

Editing: Publisher has the right of final approval of Author's manuscript. Publisher may assign an editor to work with Author in making revisions. The Author will be notified prior to any and all substantial changes, which will be made only with the Author's approval and participation, but the Work must be acceptable in the Publisher's editorial discretion in order for it to be published. The Author will not be required to pay for the services of any editor assigned by Publisher unless as a result of contract cancellation over disagreements on editing (see below). Publisher will provide a proofing copy of the Work, which Author must correct and return within an agreed upon time. If the proofing copy is not received as agreed, Publisher has the option to delay release or terminate the agreement as warranted. Publisher may make corrections of typographical errors without Author's consent. Author will not unreasonably withhold approval to an edits or changes.

In the event that edits and/or a final publishable version cannot be agreed upon, this contract will be cancelled. If that occurs, Author can accept some, or all, of the editing work done on the Work, subject to the payment of an editing fee of £150 Sterling/\$300US, or agree to have the Work returned to him in its original form only. If the latter is accepted by Author, no work, in part or in full, that was undertaken by Publisher, his agents or editors, will be used by Author under any circumstances without the stated payment for that editing service. Furthermore, the editing work that was undertaken will remain the intellectual property of LL Publications and carry its legal copyright protection unless the above fee is paid by the Author.

Cover Art and Back Blurb: Publisher shall provide cover art at its own expense. Author will be asked to produce proposed back blurb text and suggestions for cover art. If Author wishes to provide his/her own cover art, some or all of this cover art may be at Author's expense. If Author engages an artist other than him/herself to produce an alternative cover, Author must present documentation that s/he has permission to reproduce the proposed cover art from the copyright owner, or warrants that the cover art is in the public domain. Author will do this at his/her own expense. If Author provides his/her own cover art, s/he is responsible for formatting it in an appropriate graphics format of suitable reproduction quality. Publisher will give credit in the published Work to the cover artist. Publisher has final approval of any cover art and back blurb material.

Preparation of Manuscript: The Author shall provide an acceptable, final revision of the manuscript in electronic format with any revision requested by the Publisher within the time agreed upon and within reasonable limits. Electronic format used will be a major commercial word processing program or Rich Text Format as mutually agreed upon. Specific margin, header, font, line spacing and other particulars of manuscript format will be provided in a separate document stating Publisher's guidelines. The Work may be transmitted to Publisher as an attachment to electronic mail or on a diskette, or CD-ROM by regular postal mail or other delivery service. It is the responsibility of the Author to keep a complete copy of the manuscript available in digital form in the event of computer failure at the Publisher.

Title: Publisher has final approval of release title of the Work. Every attempt will be made to use the title suggested by the Author, but Publisher has the option to change the release title if the

Author's suggested title is too similar to any books already in release by Publisher or recent releases from any other publisher or if Publisher deems that a more appropriate title is necessary. In the event of a title change, Author will be given an opportunity to suggest alternative titles.

Formatting: Publisher will be responsible, at its own expense, to prepare the Work for release for all formats outlined in Section I. This would include all conversions from the manuscript into various digital formats (e.g. HTML, PDF, Palm), print format or hiring actors/readers, technicians and studio time for preparation of any audiobook format. Publisher will make the Work available in all its regularly marketed electronic/digital formats. The exception to this provision is for Works containing a substantial number of color graphics and/or illustrations that are not translatable into all electronic formats. In Works of this type, Publisher will format for those digital programs best suited for the nature of the Work. If a particular formatting type is controlled by the distributor/vendor, Publisher will prepare the Work in a manner acceptable to that distributor/vendor and submit it to them for formatting. Publisher may not be able to control when the distributor/vendor completes the formatting and places the Work in the stream of commerce.

IX. Author's name or Pseudonym: The Author has the exclusive right to the use of his/her name or pseudonym listed as the author in connection with this Work. Publisher cannot prevent Author from using the same name or pseudonym for any other publisher or for any other book genre. Publisher will have a non-exclusive right to use Author's name, likeness and biographical material for the purposes of advertising, publishing and promoting the Work itself.

X. Ownership of Characters: Except as allowed under the sections of this agreement governing promotion of the work, Author owns the characters and controls their use in sequels or series books, whether published by Publisher or another publisher. Publisher will have a non-exclusive right to use the title, and all material, including characters in the Work, for the purpose of advertising, publishing and promoting the Work.

_____ (check if applicable) If the author writes another Work that is a sequel to the Work covered in this agreement, using an identical theme and/or major characters from the contracted Work, Publisher retains a right of first refusal for the subsequent work. If Publisher does not accept for publication this additional Work within 90 days of submission, it will be considered refused and the Author will be free to market rights to the new work without encumbrance.

Nothing in this agreement shall obligate the Author to submit any additional, unrelated works to Publisher.

XI. Publisher's Name and Trademark: The Author will not have rights to, or in, any trademark, service mark, trade name or logos used by Publisher, unless expressly permitted to do so in writing. The Author may, with Publisher's permission, have limited use of Publisher's marks, symbols or name for use in approved promotional material. Author may use the cover art in his/her promotional material. Publisher's provided and/or copyrighted cover art may not be

used by other publishers producing the Work in formats not listed in Section I without permission of Publisher. Any remuneration for the use of this cover art will be separately negotiated between publishers.

XII. Promotion and Promotional materials.

Author's biographical information: Author will provide Publisher with a publicity biography and suggested blurb(s) for use on book cover, website and promotional literature. A photograph, in either digital (preferred) or hard copy, is optional. Publisher reserves the right to edit or rewrite blurb(s) as necessary for length or content.

Author's copies: Publisher will provide the Author with ten (10) copies in each diskette/CD-ROM format, download card or copies of any print or audio version for promotional purposes only, at no charge to the author. No royalties will be paid for these promotional copies. If additional author copies are required, they will be provided as follows: (check as applicable)

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XIII. Author/Publisher Indemnification: Author shall indemnify, defend and hold harmless Publisher and its owners and affiliates, editors, shareholders, officers, directors, partners, associates, agents and representatives and the Publisher shall indemnify, defend and hold harmless the Author from any and all claims, debts, demands, suits, actions, liens, proceedings and/or prosecutions ("Claims") based on allegations which, if true, could constitute a breach of any of the foregoing warranties, and any and all liabilities, losses, damages and expenses including, but not limited to, attorney's fees and court costs. Each party to this Agreement shall give prompt notice to the other party of any Claims. No compromise or settlement of any Claim shall be made or entered into without the prior written approval of the Author and Publisher. If a Claim is filed, Publisher shall have the right to suspend payments otherwise due to Author under the terms of this Agreement as security for Author's obligations under this section.

XIV. Insolvency of Publisher, Sale of Publisher, Reversion of Rights.

Insolvency: If the Publisher files for protection under the Bankruptcy Laws, all rights delineated in Section I shall immediately revert to the Author. If the bankruptcy filing involves a reorganization and Publisher continues to operate during the reorganization, Author and Publisher may agree in writing to continue this agreement under the same or revised terms.

If the Publisher suspends operations, other than a temporary suspension for technical difficulties such as a loss of Web Server, all rights delineated in Section I shall immediately revert to the Author. If the Publisher's operations are ordered suspended by any governmental or police entity, or by Injunction or Restraining Order, all rights shall immediately revert to the Author. If the suspension is lifted and operations resume, Author and Publisher may agree in writing to continue this agreement under the same or revised terms.

Sale of Publisher: If the Publisher sells its assets to another publisher who does or plans to market and promote books of the type and genre of the Work, the successor publisher will be bound, as a minimum, to the same terms delineated in this agreement. If the successor publisher does not or does not plan to market and promote books of the type and genre of the Work, all rights delineated in Section I shall revert to the Author not more than thirty days after the sale of Publisher.

General Reversion of Rights: Upon expiration of this agreement, all rights delineated in Section I immediately revert to the Author unless an agreement to renew or extend this agreement is reached.

If, within 60 days of the release of the first format of those delineated in Section I, the Publisher has taken no action toward exercising any of the other rights; (such action may include but not be limited to assigning an ISBN, format/layout preparations, setting an estimated release date, producing or contracting for production of salable copies of the Work in that form, advertising the additional format with intention to market it), the Author may withdraw that or those additional rights by sending a written notice of withdrawal by traceable means. Withdrawal of one or more of these rights will not automatically nullify the remainder of the agreement regarding those rights the Publisher has already executed and placed in the stream of commerce. Reversion of withdrawn rights shall come into effect 30 days after Publisher receives the notice of withdrawal unless satisfactory proof of action execution of those rights is presented to the Author by Publisher.

XV. Copyright Infringement: Publisher is not obligated to initiate legal proceedings should a Claim arise regarding a third party infringing the Author's or Publisher's rights. If such a Claim arises, Author and Publisher may sue either jointly or severally. Publisher shall not be held liable for failing to take action upon a Claim.

XVI. Audit Accounting: Publisher will keep accounts of all receipts and expenditures regarding the Work, and these accounts will be available for Author's inspection. Author may, on reasonable notice, through his/her designated representative, examine Publisher's records that relate to the Work. Such examination shall be at Author's expense, unless errors in excess of 5% of royalties or other sums due the Author by the Publisher shall be found in Author's favor. In that case, Publisher shall defray all reasonable costs of the examination and pay Author any sums due, up to the amount owed Author by Publisher, within thirty (30) days.

XVII. Applicable Law: The Publisher is a Sole Proprietor company, organized under the laws of the United Kingdom. Regardless of the place of its physical execution, all interpretations of the terms of this agreement shall be governed by the laws of the United Kingdom.

Should there be a lawsuit between Publisher and Author related to the terms of this agreement, the proper venue shall be in Scotland, United Kingdom.

XVIII. Relation to Electronic Publishing Agreement: Nothing in this agreement is intended to conflict in any way with the provisions of any other agreement between the parties. If there is an apparent conflict, it will be negotiated between parties. If no resolution is reached, this agreement shall be null and void.

XIX. Signatures: IN WITNESS WHEREOF, Author and Publisher have executed this agreement on the day and year below, to be effective immediately if the dates are the same, or on the date of the later signature if the dates are not the same. If either Author or Publisher have electronic signature capabilities and both agree to accept an electronic signature as valid, that electronic signature will be considered of identical weight to a handwritten signature.

Author _____ Date: _____

Print Name _____

Pseudonym (if applicable) _____

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Daytime telephone number _____

Evening telephone number _____

Email address: _____ @ _____

Publisher _____ Date: _____

Print Name _____

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Projected release date (if known)_____