

Publishing Contract

This agreement is made between

Author's FULL NAME: _____ (hereinafter called the "Author")

Mail Royalty Checks to: _____



and

CYCLICAL PUBLISHING (hereinafter called the "Publisher")

WHEREAS, the Author has created a book tentatively titled, _____ (hereinafter called the "Project") consisting of text, lettering, and illustrations, and

WHEREAS the parties wish to respectively publish the project to leverage the rights granted in this Agreement and set forth in the terms below.

In consideration of the mutual promises and agreements of the parties hereto for the Project as hereinafter set forth, it is agreed as follows:

Printed copies:

- 1) Publisher will incur all expenses related to publishing, printing and shipping when shipped from the Publisher's location.
- 2) Publisher will provide the author(s), for free, with 10 of the physical copies of the printed edition, to be used as the author(s) sees fit, as long as the author(s) desires them.
- 3) Author(s) may pay for additional copies at cost.
- 4) Copies obtained from Publisher cannot be sold online. This is to protect the money invested, cost of review copies sent, and author(s)' royalties. **Author(s) Initials** _____

Profit and Accounting:

- 5) Publisher will provide the author(s) with a royalty of **30% of net receipts** (all sales minus direct costs such as tax, printing and shipping expenses).
- 6) Audiobook rights, foreign/translation or TV/movie rights, when sold, will pay author(s) a royalty of 50% of net receipts. Any additions, abridgments, subtractions, and artwork changes to these editions must be approved



by the author with author's approval not unreasonably withheld.

7) Publisher will send the author(s), via email, an accurate statement at least every January with a record of sales in units and dollars. Every time at least \$10 is owed, a royalty payment will be sent within 30 days. The author may request additional royalty payments.

8) Author(s) reserves the right to audit book sales history up to twice per year. In the event that Publisher fails at good faith efforts to pay royalties due to the author(s), Publisher will pay an additional 8% annual fee in interest.

Promotion and Distribution:

9) Publisher will distribute the work through whatever means are available; the primary means will be through the Publisher's embedded sales form on the Publisher's website. This sales form can also be embedded on the Author's website and any other website for optimal marketing purposes.

10) The author(s) will promote the work to the extent of their abilities—to colleagues, friends, professional contacts, and to build relationships with journalists and professionals writing about their subject matter and to complete any mutually agreed upon interviews that Publisher schedules. If the author cannot complete a sale themselves, the author agrees to direct their audience to purchase copies online from CyclicalPublishing.com as it provides the highest royalty for the author. **Author(s) Initials** _____

11) Publisher will make all efforts to promote the book to the best of its ability to all applicable audiences. Publisher will attempt to find the largest audience possible via marketing and publicity, given our resources.

12) The Publisher and any of its licensees or assigns shall have the right to use the Author's name, image, likeness, pseudonym if used, and biography in connection with the exercise of any such rights, and in advertising and publicity in connection therewith for the duration of the agreement. The Author shall provide at the Author's expense a reproducible photograph of the Author (accompanied by photographer credit) that the Publisher may use in connection in promoting the work.

Ownership and Rights:

13) Author(s) remains the copyright holder and owner of the contents and licenses Publisher worldwide exclusive rights to publish hardcover, paperback, TV/movie, audio, and eBook editions in the edited, finished form. Author(s) may choose to share their copyright under Creative Commons and retains subsidiary rights not mentioned in this contract. This contract may be transferred or assigned to another party at the Publisher's discretion based on their professional expertise and only for reasonable and customary rights sales, licensing, or contract transfers.

14) Author warrants that everything it gives Publisher to include in the Project is legally owned or licensed to Author. Author agrees to indemnify and hold Publisher harmless from any and all claims brought by any third-party relating to Author's Proprietary Material provided by Author to Publisher including any and all demands, liabilities, losses, reasonable associated costs and claims including reasonable attorney's fees arising out of injury caused by Author's Proprietary Material supplied by Author to Publisher, copyright infringement, and defective products sold as a result of Publisher's distribution of the Project. Author agrees to indemnify and hold Publisher harmless from any and all claims brought by any third-party relating to Author's Proprietary



Material provided by Author to Publisher including any and all demands, liabilities, losses, reasonable associated costs and claims including reasonable attorney's fees arising out of injury caused by Author's Proprietary Material supplied by Author to Publisher, and copyright infringement.

15) Author(s) agree to submit a finished manuscript of **approximately** _____ **words** before _____ for an expected publication date of _____ or as soon as is practicable. **Author(s) Initials** _____

16) Unless these terms are breached by Publisher, the author(s) is contractually bound to continue to publish this work with Publisher, in whatever forms Publisher deems appropriate. In the event that Publisher fails to provide requested accounting details or required payments within 60 days after author(s) believe there is an error or funds owed, authors may give written notice to cancel the contract when the current printing is sold out or by buying it out within 60 days. Upon termination of this agreement, for any cause, all rights granted to Publisher shall revert to the author(s), subject to Publisher's continued participation in any licenses granted by Publisher.

1. Publisher has a duty to publish the work within the expected timeline stated in paragraph 15, given that the finished manuscript is delivered on time. If the manuscript is delivered late, Publisher can opt to reschedule for later publication. Publisher has a further duty to re-publish the book within six months of it going out of print (or one year in the case of a new edition) or in the event of a misprint which the author(s) has no fault in. If Publisher fails to publish the book within this period, the author(s) may cancel the agreement by giving written notice, at which time all rights for the book revert to the author(s).
2. Publisher can only decline to publish the work if the author is excessively uncooperative with editors, the finished work conflicts with its mission as a publisher, due to lateness of delivery, poor quality of finished work, final work not matching or representing the work agreed upon via correspondences, or because Publisher reasonably believes the work infringes upon the proprietary rights of someone else's work.
3. "Out of Print" shall be understood as "not available in physical copies through traditional channels in the U.S." When the number of in physical copies falls below 100, Publisher will make good faith efforts to reprint as soon as possible or let the author(s) know if it does not plan to reprint the book, let it go out of print, and revert rights to the author(s).
4. Publisher has the right to final authority on the book's cover and Publisher will share drafts with the author(s) before the book goes to the printer.
5. Publisher has the right to final design and editorial changes to the book's content with the goal of making the work into the best book that it can be. Author(s) will be able to review and discuss final edits and cover design before the book is printed.
6. Author(s) states that they own the rights to use all content in the book or have requested and received specific permissions from the creator to use their work.
7. Author agrees to reserve all new content or changes to content after publication for the following new edition.
8. Author can direct interested parties to wholesale large numbers of copies at volume discounts.



For over 100 units, a 50% discount (before cost of shipping) will be applied. For orders over 500 units, a 60% discount (before cost of shipping) will be applied.

17) In the unfortunate incident that, after five years from the date of publication, if the author is unhappy with the relationship, Publisher offers the author the opportunity to pay upfront for any remaining inventory + the cost of shipping. Publisher's license to publish the work would end, and all remaining copies and rights would be sent to the author. Termination can be given in writing at five years after publication.

18) This Agreement is governed by California law. Any dispute arising out or in connection with this agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the laws of California. The place of arbitration shall be Los Angeles, CA. In the event any party to this Agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual reasonable attorney's fees and reasonable associated costs, including expert witness fees.

19) Over and above the preceding agreement, the two parties agree to work together in the spirit of mutual respect and friendship, in mutual benefit, to quickly resolve any differences or concerns in good faith and assume that the other party has good intentions as we move positively forward. In the event of a fundamental disagreement, arbitration will be brought in to resolve disagreements.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement

("Author")

("Publisher")

Date

Date