

PUBLISH AND MARKET PRESS ORDER FORM

5047 W. MAIN STREET, BOX 222, KALAMAZOO, MI 49009

WWW.PUBLISHANDMARKET.COM | 1-800-720-IPUB | 1-888-315-3106 TOLL FREE FAX

Book Publishing Agreement

Author grants, assigns and otherwise transfers to Publish and Market Press, hereafter referred to as "Publisher" and its licensees, successors and assigns, the non-exclusive right to enter the entirety of the Work, along with enhancements (such as editing, graphics) in linear form to an electronic database, server or network for sale or advertising. The Author retains all permanent rights to his work. Nothing contained in this section shall be construed as limiting, modifying or otherwise affecting any of the rights granted to Publisher under this Agreement.

Author shall deliver to Publisher one final Manuscript on computer CD, disk(s), through online submission or by email attachment if feasible, in a size and software file format acceptable to Publisher. Author agrees to make and keep at least one (1) complete copy of the Manuscript and such disk(s). Replacement manuscripts prior to, during and after the design begins shall incur a replacement manuscript fee.

Author shall deliver to Publisher each of the following materials if Author desires their inclusion: original art, illustrations and/or photographs (collectively "Artwork"), in a form suitable for reproduction to Publisher's specifications. Publisher may acquire and/or prepare and include in the Work, with the Author's permission, additional art, illustrations, photographs, charts, maps, drawings or other materials to be used for the cover of the Work.

Author shall deliver to Publisher, at Author's sole expense, written authorizations and permissions for the use of any copyrighted or other proprietary materials owned by any third party person or entity described, quoted or depicted in the Work (collectively "Permissions.") If Author does not deliver the Permissions, Publisher shall have the right to edit any copyrighted material used without permission, and the Author shall stand the editing expense.

Author acknowledges and confirms that Publisher shall have no liability of any kind for the loss or destruction of the Manuscript or any materials provided by the Author, electronic storage media or related repository of the Work or Artwork Permission. Author also acknowledges that Publisher shall not be liable for refund of fees or damages or unavailability of fulfillment or if current production is delayed or becomes unavailable and Publisher is unable to transfer service to another company. Author acknowledges that any and all art or electronic, paper or recorded media created by or belonging to Publisher, their assigns, in part or whole, including but not limited to use of the name, logo or other representation or reference by and to the Publisher, employees, heirs or business partners and their legal assigns, remain the property of the Publisher, its subsidiaries or assigns and may not be used without the express written consent for any purpose other than to be included appropriately in the Work, unless so stated by Publisher. Author agrees to be liable for all expenses, including legal and administrative fees, incurred by Publisher to enforce and prosecute any illegal use of the foregoing by Author or their assigns.

Publisher shall furnish Author with one electronic proof of the Work. Author shall be permitted the allowed line corrections provided in their publishing package. Additional corrections and proofs are billable at pre-paid, published rates. Publisher will make its reasonable best effort to timely provide proofs and final product to Author, however, Publisher makes no other warranty as to the time in which it will provide Author with proofs or final product. Author is not relying on Publisher to produce proofs or final product by any deadline and Author expressly waives any potential claim related thereto.

Publisher shall have the right to use, and to license others to use, Author's name, image, likeness and biographical material for advertising, promotion, and distribution of the Work and the other rights granted under this Agreement.

Publisher shall pay Author on a quarterly basis any royalty amounts due on sales funds received, minus non-US delivery postage and a \$2.00 administrative fee, provided that amount accrued is not less than \$50.00, the balance of which shall be carried over and payable in the next accounting quarter. Royalties shall be based upon payment received by Publisher for book sales within the applicable accounting quarter and will be calculated as 75% of the net profit received by Publisher per book sold, unless otherwise agreed upon. Net profit will refer to the list price minus the wholesale discount, and minus the cost of printing the book as set forth in Publisher's pricing schedule. Shipping charges shall not be considered in calculating the royalty. Author will not receive royalties on their own books purchased by him or herself at author's pricing, or those published by Publisher for the purpose of advertisement or marketing, payment of sales shall only be rendered in any quarter once the threshold of \$50.00 royalty

earned has been reached and any outstanding fees due the Publisher, including yearly archival renewal will be deducted from royalties due to the Author. Publisher will issue one (1) royalty check each per Work per accounting period.

Author shall have the right to set the list price and wholesale discount within the guidelines established by Publisher, unless otherwise agreed upon. Author may not set the list price and wholesale discount at such a level as to cause the Publisher a deficit per book sold. In the event that any Claims are asserted against Author or Publisher, Publisher shall have the right to withhold royalties and other payments otherwise payable under this Agreement (or any other agreement between Author and Publisher) as a reserve pending a final determination thereof. Publisher shall have the right to apply any of such withheld royalties, administrative costs and other payments then or thereafter accruing to the reduction, satisfaction or settlement of such Claims.

Author will hold the Publisher harmless if for any reason the Work is withdrawn from the market by Publisher, or their assigns, or if for any reason Publisher does not maintain the website or outside distribution network. Publisher shall have the right to withdraw its offer of agreement at any time and in such case, Author's fees will be refunded if no services ordered have yet commenced in any part. Author may terminate this agreement at any time with 30 days written notice provided all outstanding fees for services ordered have been paid in full. Written notice shall be construed as that which has been received by U.S. Mail sent to Publish and Market, 5047 W. Main Street, Box 222, Kalamazoo, MI 49009, sent return receipt requested at the Author's expense. If Author withdraws the Work or terminates this agreement at any point, Author acknowledges that no fees for any services or options ordered shall be refunded. Furthermore, should the Author order any services yet to be instated, but withdraw the Work prior to the balance being paid, said balance shall be considered due and payable immediately. Author's sole and exclusive remedy for Publisher's breach of this Agreement or verbal agreement, or any action or inaction of Publisher related to this Agreement or verbal agreement shall be the recovery of so much of the fees, if any, paid to Publisher pursuant to this Agreement ("Author's Exclusive Remedy"), minus expenses. Author acknowledges and agrees that Author's Exclusive Remedy is reasonable in light of potential harm and is not a penalty. Whenever the term "Author" refers to more than one person, such persons will be jointly and severally responsible for all duties, obligations and covenants under this Agreement.

Publisher agrees to accept, but reserves the right to limit, cash, certified check or money order, personal or business check, MasterCard, Visa or Discover for payment of fees and products ordered by the Author. Fees are payable in advance. Author agrees to assume liability for any banking or administrative fees incurred by Publisher to collect these funds, including, but not limited to returned check charges or credit card reversals.

This Agreement and the rights and obligations of the parties under this Agreement shall be governed, construed, interpreted and enforced in accordance with the domestic laws of the State of Michigan, regardless of any choice of law or conflict of law provision or rule of any other jurisdiction. The rights and obligations of the parties under this Agreement shall be heard only in a state court in Kalamazoo County, Michigan, or in a federal district court in the Western District of Michigan. The parties hereby irrevocably consent to the jurisdiction of the state of Michigan and to venue in either a state court in Kalamazoo County, Michigan or in a federal district court in the Western District of Michigan.

Author shall indemnify, defend and hold harmless Publisher, its subsidiaries and affiliates, from any and all claims, debts, demands, suits, actions, proceedings, and/or prosecutions ("Claims") based on allegations which, if true, would constitute a breach of any of the foregoing warranties by either party, and any and all liabilities, losses, damages, and expenses (including administrative and attorneys' fees and costs) in consequence thereof. This Agreement shall be permanently binding on the heirs, executors, administrators, successors or assigns of Author. Author verifies that he/she is at least 21 years of age or this is signed by their legal guardian on their behalf and with full knowledge.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. The provisions of this Agreement shall supersede all prior and contemporaneous agreements, communications and understandings between the parties with respect to the subject matter of this Agreement. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party.

Signature of Author/Legal Representative

Date

Complete and send or fax this page