

Book Publishing Contract

This contract ("Contract") is by and between _____,
henceforth known as "Author," and _____
_____, henceforth known as "Publisher," for the purposes of
coming to terms on the publication of _____
_____, henceforth known as "Book."

This Agreement is set forth this _____ of _____, _____.

I. Grant of Rights and Territory

Author grants Publisher the following rights to the Book: _____

_____.

II. Manuscript Delivery

Author agrees to deliver Work, including any revisions, to Publisher by _____.
The schedule for revisions will be as follows: _____

_____.

III. Advance/Royalties

Publisher agrees to pay Author the sum of _____ as an advance against future royalties.

Publisher further agrees to pay royalties on {net gross sales} according to the following: _____

Example table of royalty payment schedule:

Edition	Royalty Payment to Author
Foreign language	_____ %
Hardcover	_____ %
Paperback	_____ %
Merchandising	_____ %
Excerpts	_____ %
Braille	_____ %
Electronic	_____ %

IV. Copyrights

Publisher will obtain a copyright for the Book in the Author's name, and will do so by _____ . Should Publisher add any material in the form of text, graphics, photos, etc., Publisher will retain copyright ownership for that material.

IV. Indemnification

Author agrees that {he/she} is the sole creator of the Book, and has not previously published the Book in any other form. Author indemnifies and holds harmless Publisher against any and all claims, actions, demands, etc. arising from the publication of the Book. This includes, but is not limited to, actions involving plagiarism, fraud, and theft.

V. Publication

Publisher will publish the Book no later than _____ , unless unforeseeable events occur, through no fault of the Publisher, that may delay publication. These events include, but are not limited to, crimes against Publisher and labor strikes.

VI. Statements of Account

Publisher agrees to provide Author with statements of {his/her} account on a _____ basis. Publisher agrees to settle the account _____ .

VII. Competing Works

Author agrees that {he/she} shall publish no other work, during the terms of this contract, that includes any characters, likenesses, or any other material related to the Book mentioned herein,

unless agreed upon by the Publisher (e.g., Author may not publish a sequel to the Book with another publisher without prior consent of Publisher).

VIII. Out-of-Print

The Book shall be considered to be "out of print" when _____

_____.

At that point, all copyrights owned by the Publisher, if any, will transfer to the Author, and this Contract, including all provisions herein, will be considered terminated.

IX. Termination

Other than the provisions set forth in the above section, this Contract may only be terminated if _____

_____.

This Contract is subject to the laws and regulations of _____

_____.

Signed:

Author Printed Name

Author Signature

Publishing Company Representative

Representative Signature

Witness/Lawyer Name

Witness/Lawyer Signature