

Publishing Contract

Agreement entered as of this ____ day of _____, _____, between _____ (hereinafter referred to as the "Publisher") and _____ (hereinafter referred to as the "Author").

WHEREAS, the Author wishes to publish a work of _____ titled _____ (hereinafter referred to as the "Work") and the Publisher wishes to publish said Work, the parties hereto agree as follows:

1. GRANT OF RIGHTS The Author grants, conveys, and transfers to the Publisher in that **{ previously published }** Work certain limited, exclusive rights as follows:

- A. To publish, distribute, and sell the Work in the form(s) of **{ cloth }**
- B. In the English language worldwide
- C. For a term of **{ /number of copies }**

2. RESERVATION OF RIGHTS All rights not specifically granted to the Publisher are reserved to the Author.

3. DELIVERY OF MANUSCRIPT The Author agrees to submit a complete and final manuscript in reasonably satisfactory form and content on _____ .

The Author agrees to submit complete and final copy of manuscript to Publisher for publication with Publisher and that the complete and final manuscript delivered to Publisher will be the copy used for all reasonable editing, copyediting, and formatting purposes.

4. ADDITIONAL MATERIALS The following materials and funds shall be provided by the _____ to the _____ by _____ : Illustrations and/or supplemental images as agreed to by the Publisher Design Department. The cost of providing these additional materials shall be borne by the **{ Publisher }**.

5. PERMISSIONS The **{ Publisher }** agrees to pay all permissions that are necessary for the use of materials copyrighted by others, including permission for print and electronic publication. The Author shall bear all costs associated with obtaining and providing these permissions to the Publisher. The Author shall obtain all permissions in writing and shall provide copies to the Publisher when the manuscript is delivered.

6. DUTY TO PUBLISH The Publisher shall publish the Work within _____ of the delivery of the final copy of manuscript. If the Publisher fails to publish the Work as required by

this Paragraph, Author is entitled to terminate this Agreement _____ after giving written notice to the Publisher of the failure to make timely publication, if the Publisher has not by then published the Work.

7.ROYALTIES The Publisher shall pay the Author the following royalties: { **no advance**} shall be paid for this Work. Of sales pursuant to Paragraph 1, _____ of the net proceeds shall be paid to Author, where net is the amount paid less the production costs of the books and less any reasonable, itemized expenses directly related to the sale.

8.PAYMENTS The Publisher shall pay the Author all monies due Author within _____ of the close of each accounting period.

9.WARRANTY AND INDEMNITY The Author warrants and represents that the Author is the sole creator of the Work and owns all rights granted under this Agreement; the Author has full power and authority to make this Agreement; the Work is not in violation of any copyright, proprietary right, or other right; the Work contains nothing libelous, injurious, or otherwise unlawful; and that the Work contains no errors or omissions in any recipe, formula or instructions. The Author agrees to indemnify the Publisher from and against any and all suits, claims, damages, and liabilities based on or in respect to any violation or alleged violation of any copyright, proprietary right, or other right, whether actual or claimed, based on the foregoing warranties.

10.PROMOTION Publisher shall have final power of decision over pricing, discount schedules, marketing, advertising, distribution, and sales. Publisher agrees to promote the Work to the best of its ability.

In witness to their agreement to the terms of this contract, the parties affix their signatures below:

Author, signature & date
Address _____
City, state, ZIP _____

Publisher, signature & date
Address _____
City, state, ZIP _____