



Bartlett, Tennessee USA

This publishing agreement is entered into and effective on the date signed by both parties, initialized between **AUTHOR** writing as **PEN NAME** herein called the Author, and Wild Horse Press herein called the Publisher, for **TITLE** herein called the work.

Grant of Publisher rights.

The Author, on behalf of himself, heir, executors, administrators, successors, and assignees, grants the following exclusive worldwide rights to the Publisher to produce, publish, and sell in e-book and print (paperback) formats such as, i-pod, lit, html, PDF, e-book on CD etc, and paperback book form, including any e-book formats invented while this contract is in effect. Author hereby retains all rights to the work not specifically granted to the Publisher in this contract such as movie rights.

Author warranties

A. The Author hereby represents and warrants to the Publisher the following:

1. She/he (they are) is the Author and sole owner of the work, or has been assigned exclusive rights to the work.
2. The work is original and no part of the work was taken from or based on any other literary, dramatic, musical, film, or graphic arts, except as identified in the writing by the Author.
3. The work does not infringe upon any copyright, privacy rights, rights of a third party, or any common law or statutory law.
4. The work does not contain any material of a libelous or obscene nature.
5. The work is not in the public domain, and has not been published in any format with any company that may still own such rights to the work.
6. The Author holds the full power of Authority to grant these rights.
7. If this work has been previously published in any form, the Author warrants that the rights granted herein have been reverted to her/him. As an addendum to this agreement the Author shall provide a written memorandum documenting the reversion of the rights granted by any publishing company that may still own proprietary right to the work, along with documentation from the previous publisher stating that all rights belong to the Author.
8. If a judgment is obtained against Publisher for usurping rights still controlled by a Publisher or other entity other than the Publisher or the Author, the Author agrees to hold the Publisher harmless and to indemnify the Publisher for damages and costs. If Publisher prevails against a suing party or resolves the matter by an out of court settlement, the Author will be liable to indemnify the Publisher for defense and settlement cost.

B. Author agrees to hold Publisher harmless and indemnify the Publisher against any claim, demand, action, suit, proceeding or any expense whatsoever, arising from claims of infringement of copyright or proprietary rights, or claims of libel, obscenity, invasion of privacy, or any other unlawfulness based upon or arising from the publication or any matter pertaining to the work.

C. Author warrants and represents that to the best of Author's knowledge and belief, all statements of fact contained in the work are true and based on appropriate and diligent research.

D. Author warrants that she/he will not hereafter enter into any agreement or understanding with any person or entity that would conflict with the rights granted to the Publisher during the term of this contract.

Manuscript

A. Author agrees to deliver to the Publisher the completed work requested changed on or before thirty (30) days from the date of contract in the format agreed upon by the Publisher, executive editor, and Author.

B. Author shall, at the time of submission of final work, include written Authorizations or permission for the

use of any copyrighted or other proprietary material that appears in the work, including but not limited to art, illustrations or quotes. These Authorizations and permissions shall be obtained at the Authors own expense.

C. Publisher reserves the right of final approval on revised final work submissions. Author shall be notified of such acceptance of revised work.

D. Author is responsible for maintaining backup copies of work.

E. Publisher reserves the right to reject the work and terminate this contract if Author fails to meet deadlines, if work does not meet Publishers minimum standard of quality, or if Author fails to do required revisions.

F. Publisher retains the rights to edit and revise work for any and all uses described under the contract, provided that Author's original concept of work is not materially altered without Author's agreement. Author understands such changes are necessary for the overall improvement of work.

G. Publisher will provide the cover art without approval of the Author. The Publisher will be the sole decision maker on the cover. The cover will be made one time and no revisions will be made to it unless there is a mistake in the title of the book or the Author's name. At that time, the Author may contact the Publisher for those changes to be made. No other reason will be accepted. Should the Author desire to have a cover done outside of the Publisher's company, the Author will incur all expenses for said cover art and will provide the Publisher with a copy as well as the artist's name. Author will required to sign a cover art waiver as well.

H. Publisher has final approval of the title of the book. The title you chose will be used unless there is another book with that same title, and then a change will have to be made. The Author will have the first chance to change it.

I. Publisher will prepare the work for formatting. Author understands that the formatting the book is received in will not be used for the final work.

J. Publisher shall have the right to produce, advertise, promote, and publish the work in a style in which the Publisher deems appropriate to the work, including format, pricing, and distribution. Publisher has the right of final approval of Author's manuscript. Publisher will distribute the book where the Publisher deems appropriate such as Amazon Kindle, Amazon (paperback), LuLu, and anywhere else that we decide during the term of this contract. Publisher also reserves the right to advertise anywhere the Publisher deems appropriate such as: MySpace, YouTube, forums, groups, etc.

K. The Publisher has the right to contract with distributors, bookstores, vendors, organizations and or outlets of books to sell the work within the Publisher's name. For all sales through these outlets, the Author will be compensated royalty of the sale price to outlet, less any handling costs or discounts charged by the outlet. The Author may only contact booksellers in regards to promoting their own works (book signings, leaving bookmarks, etc.). Author does not have the authority to enter into any agreements on behalf of the Publisher.

L. The Publisher holds the right to set the price of the work, put said work on sale, lower the price of the work if it is not selling copies. If the title has not sold any copies in (1) one month, the Publisher will automatically lower the price of the book. If at the end of (3) three months no copies have sold, the Publisher has the right to remove the work and void this contract, at which time all rights would revert to the Author.

Royalties

A. Royalties shall be paid quarterly within (60) sixty days following the end of the quarter (January through March payments will be sent in May; April through June payments will be sent in August; July through September payments will be sent in November; October through December payments will be sent in February) through PayPal for those Authors who have PayPal. For those Authors who prefer a written check, the checks will be mailed no later than the 25th of the payment month, if the royalty is \$10.00 or greater. If payment is not received for the last month of the quarter from outside retailers, a payment will be sent on the amount the Publisher has already received and the last month will be added to your next statement. Royalties for e-book is 40%, after hosting fees for any sales sites or online e-book stores. Royalty for print (usually trade paperback) book is 10% after print fees or commission charged by sales sites or online bookstores.

B. Statements will be emailed to the Author by the 20th of each month. It is the Author's responsibility to keep up with statements for tax purposes.

C. No royalties will be paid on any copies of the book sent for reviews, promotional purposes, advertising, or other similar purposes. No royalties will be paid on returned books. If sales in any calendar year are under \$600, the Publisher may issue a 1099 at its own discretion. Payment of taxes on royalties is the sole responsibility of the Author whether or not a 1099 is issued. If a 1099 is not issued, the quarterly statements can be used for tax purposes on the Author's behalf.

D. The Author is responsible for giving the Publisher any change of addresses that they may have. This could

cause statements and payments to be lost or late. If the Author does not provide the Publisher with this information in a timely fashion, the Publisher is not responsible for late or missing payments due to an incorrect address.

Advertising

- A. The Publisher reserves the right to advertise however they deem appropriate.
- B. Authors are required to maintain a website. Free websites are available so this can be done at no cost to the Author. They may use the first three (3) chapters of their work, not to exceed thirty (30) pages, on their website in order to promote their book. If their work is a short story, they may use the first chapter, not to exceed five (5) pages, on their website in order to promote their book.
- C. A change of title of the work does not void this contract.
- D. Author agrees to self promote this book to the best of his/her ability. Some promotional ideas are posted on the Publisher's website. Author understands that without self-promotion, their work may not sell as well, if at all, as it would with self-promotion.
- E. Author understands that the Publisher will submit their Work to various places for reviews. A review is free advertising and gives the Author feedback on their book or writing style. Author understands that not all reviews will be positive or as high a rating as they wish.

Terms of Contract

The contract will be for (2) two years from the date of the contract. At the end of the contract term, it may be renewed for an additional (2) two years if both parties are in agreement. If the Author wishes the contract to continue, Author needs to contact the Publisher, in writing, at least (30) thirty days prior to the expiration of the contract.

Author understands that the Work will not be edited immediately after signing the contract. It may take up to four (4) months before an editor will be able to edit the Work and it may be six (6) months before the Work is available for sale. During that time, Author may promote the Work. If the Author wishes to participate in blogs and offer up to (3) three free copies of the Work prior to release, that is permissible. However, the free copies may not be distributed until after the Work is available for sale.

The Publisher reserves the right to pull the title and terminate the contract at no cost to the Publisher or Author if no sales have been made within (3) three months of the release of the title. The Author will be notified if such a decision is made and all rights will automatically revert to the Author. Short stories will be made available in print at the Publisher's discretion. Any title going into print should have sold at least twenty-five (25) E-book copies per month, for a minimum of (3) three months, prior to the title going to print. If the title has not sold twenty-five (25) copies total by the end of the first year, the Author may petition the Publisher to release them from print rights for a fee of \$25.

The Author may petition the Publisher to terminate the contract at any time during the term of the contract, but it will cost the Author \$75 for editing, formatting, and cover art if the request is made within the first (6) six months of publication. If the Author decides to terminate the contract after the first (6) six months of publication, the fee will be reduced to \$50. At the end of the first year, the fee will be reduced to \$0 should the Author decide to terminate their contract. The Author will still be paid any monies owed to them for sales during their contract period. The Author understands that it may take up to (2) weeks for the work to be removed from all sales locations, but will be removed from the Publisher's site within (48) forty-eight business hours of receiving the Author's request. The Author further understands that any payments owed will be paid at their normally scheduled time.

If for any reason the Publisher files bankruptcy, goes out of business or decides to no longer be in business, the contract will be void and all rights will revert back to the Author.

Blurbs or back cover

The Author is responsible for submitting a blurb, or back cover text, to the Publisher. The Publisher has the final say on the blurb. The Publisher reserves the right to either use the blurb the Author sent or use one that

the Publisher deems appropriate. The blurb is due to the Publisher within (1) one week of the date of the contract so that the title may be added to the Publisher's website for promotion.

Author Bio/Dedication

Author may provide a bio or dedication if they desire, but it is not required. If they wish to include either of these in the finished product, Publisher should receive the information within (30) thirty days of the signed contract. The bio should be no more than (300) three-hundred words and the dedication should be no more than (75) seventy-five words. If you would like to also include an author photo with your bio, please understand it will be in black & white for print copies. Send a 200x300 copy to wildhorsepress@gmail.com with your bio as a JPG file.

Title:

Format e-book and print

Signature _____

Author:

Date:

Pseudonym (if applicable) _____

Street Address _____

City, state, zip code _____

Phone number daytime _____

Phone number evening _____

Email address _____

Social Security Number or Tax ID Number _____

Publisher name: Wild Horse Press

Owner:

Publisher Signature:

Please return this contract to the Publisher electronically. You may print, sign, and scan the contract in order to email it; or you may sign with an electronic signature and email it. An electronic signature is binding and you will be held to all statements included in this contract.