

# PUBLISHER/AUTHOR CONTRACT

This agreement between the Thomas Max Publishing Group, to be referred to as “Publisher” and \_\_\_\_\_, to be referred to as “Author,” will operate under the following guidelines:

1. Author has submitted manuscript and/or photos and other materials to Publisher as requested. The title of this work shall be *Sarah's Song*.
2. The cost of the book (to the author) shall be \$ x.xx per copy, based on a maximum page count of xxx pages. Should the page exceed xxx pages, a contract amendment will be required. Freight charges are the responsibility of Author. Books are normally shipped by UPS, F.O.B., Tennessee. Georgia sales tax, as applicable to your county, will also be charged to shipments with Georgia unless Author provides a resale tax number to publisher. Other states, which have a reciprocity agreement with our printer, may also charge sales tax, which we must pass along.
3. Author agrees to purchase minimum of 250 (two hundred fifty) copies as initial commitment. This shipment must be a full 250 books sent to one address at one time. Publisher waives all set-up fees and any additional charges other than those specifically set forth in this agreement or those which are mutually agreed. Terms for this order shall be 25% down payment to be made at the time of the signing of this contract, 65% upon approval of all proof copies, and the final 10% plus shipping when books are actually ordered (at which time shipping charges will be known).
4. Author is responsible for the content of the book, that Author has not plagiarized work from someone else or is not misrepresenting the standards of fiction or non-fiction. Author is also responsible for providing any acknowledgements required for use of pictures or text in the book. Author is responsible for obtaining permission to use any other copyrighted material. Proof of such permission should be sent to Publisher and will be acknowledged on the book’s “copyright page.”
5. This contract is a “publish-for-hire” contract, and Author is solely responsible for the book's content. Author agrees to accept full responsibility for any misuse of person's names, slander, libel or other potentially litigious accusations. Author confirms she has received written authorization for use of any person's situation that might be used in the book. Author retains all rights to the book and may, if Author desires, republish with anyone else or sell the rights to publication to another publisher. However, the THOMAS MAX PUBLISHING GROUP RETAINS THE RIGHT TO CONTINUE TO MARKET THE BOOK IN ITS CURRENT FORM UNDER THE AGREEMENTS SET IN THIS CONTRACT. Author may request to purchase “exclusive rights” to sell to another publisher at a later date at a price to be negotiated at that time. In the event that ThomasMax

Publishing and its parent company, IncrediBoy Productions, Inc., ceases business, all rights revert to Author.

6. This contract covers only printed book and e-book rights. Publisher waives any rights to movies, television, audio books or other media.
7. Based on a retail price of \$ xx.xx, Publisher will pay Author a royalty of \$ x.xx for each book ordered at regular wholesale or retail price. Normally, this applies only to wholesale orders (books sold by internet sellers or in bookstores). No royalties are paid on books purchased by Author at Author's rate listed above as "cost of the book" in item 3 (this applies also to reorders). Royalties will be paid for up to five years. If the book is still actively being sold at that time, Author may request an extension of royalties. Royalties will be paid quarterly, although a minimum of \$ 5.00 in royalties must be accumulated, or the amount will "roll over" to be paid at the end of the first quarter when a cumulative total of \$5.00 or more in royalties is due Author.
8. Publisher is responsible for cover design. Bar code, with selling price embedded to make the book "bookstore ready," will be added to the book by the printer.
9. Publisher will provide an ISBN number for cataloging. Publisher will also make the book available to distribution networks, such as Ingram Books, Amazon.com, etc. A mark-up of 45% (40% retailer, 5% distributor) shall be included in the selling price. Author royalty is computed by subtracting author cost from wholesale selling price.
10. Selling price will appear on the back cover of the book and also in the bar code.
11. The size chosen for this book is trade paperback, x" x x". Font size shall be x-point xxxxxxxxx for manuscript text.
12. Once all interior and cover files have been completed, Author will receive copies for inspection and approval. These "proofs" will be sent via email. Interior text will be in .pdf format (Adobe Acrobat Reader required). Front and back covers will be sent in .tif or .jpg format. In the event that "hard copy" proofs are required, a charge of \$60 for materials and shipping will be charged for each set of proofs.
13. Changes to book made after approval of proofs by Author shall be at a cost of \$50 for text changes and/or \$60 for cover changes.
14. An "order fee," currently \$1.50, shall be charged on each order of books ordered by Author from Publisher other than the initial book order. This charge is given us by our printers.

15. All prices listed in this contract are guaranteed for a period of one year from date of contract signing below. It is not our intention to increase prices after that time, but if printing costs are increased to us, we would have no choice but to do so.
16. The book will appear on the “available in-print” list for a minimum of three calendar years. If, in the third year or any year thereafter, the book sells less than 20 (twenty) copies in the calendar year, Publisher may choose to remove the book from its catalog. Publisher pays an annual cataloging fee to the printer, currently \$12.00. Author may keep the book in the catalog by paying this fee regardless of sales.
17. Publisher will, upon request of Author, send review copies to newspapers or other review sources. Author must provide copies of the book and pay a \$6.00 per copy fee to cover the costs of mailing supplies (we use cushioned envelopes) and postage.
18. Re-orders of books from Publisher can be made at any time with no minimum or maximum number of books ordered. The order fee, as mentioned above, will apply. Payment is expected at the time of order. Freight charges on all orders are the responsibility of the Author and will be expected to be paid promptly upon advisement of Publisher.
19. Publisher will make the book available to e-book marketers. Initially the book will appear in Amazon Kindle format and Nook format marketed by Barnes & Noble. Other venues, such as iTunes, Sony and others will be added at some future time. In all cases, Publisher and Author shall divide e-book revenues equally, and Publisher will pay royalties on a 90-day delayed basis since e-book royalties are not paid immediately by distributors. The e-book price shall be \$x.xx.
20. Because of national laws, in some states sales tax shall be charged (on less-than-print-cost amounts given ThomasMax by our printer) for all orders other than the initial order. We bill you exactly the amount we are billed.
21. In the event of cancellation of this contract prior to shipment of the initial order by Publisher without due cause, any and all monies paid by Author shall be returned. In the event of cancellation by Author, all monies paid shall be retained by Publisher.

Agreed to by the following parties:

\_\_\_\_\_, Publisher (date)\_\_\_\_\_

\_\_\_\_\_, Author (date)\_\_\_\_\_

