

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 will submit manuscript and/or photos and other materials to Publisher. Microsoft Word (and some other word processor files) are acceptable digital submissions. Digital submissions which are not sent via email should be on a CD-ROM. Typewritten manuscripts, double spaced with at least 1” margins on all four sides are also acceptable, but a fee for retyping the manuscript into digital format will apply.. Photographs may be submitted in digital format (jpg, tif or bitmap) or regular photographs.
2. After review by Publisher, Publisher will advise Author if work is accepted for publication and will cover financial details.
3. There is no charge for book set-up. However, a minimum purchase of ___ copies is required. The cost of the book (to the author) shall be \$ _____ per copy, based on a maximum page count of _____ pages. In the event of a deviation in pages that causes a change in price, the addendum listed at the bottom of this contract must be signed. Normal terms of purchase are 25% of total cost to be made at the time of signing of contract. 65% of total cost is to be paid after Author receives and reviews a proof copy and approves it or returns it with corrections. The final 10%, plus freight charges as billed to Publisher by the shipper, is to be paid when the books are ready to be shipped to Author. Any deviation from these terms must be made in writing in an addendum to this contract. Books are normally shipped by UPS, F.O.B., Tennessee.
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. However, the ThomasMax Publishing Group retains exclusive rights to publish the book in its current form. 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.
6. This contract covers only book rights. Publisher waives any rights to movies, television or other media.

7. Based on a retail price of \$_____, Publisher will pay Author a royalty of \$ _____ 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 will provide Author with reputable Editors and/or Graphics Specialists and/or Artists for cover work, if desired. These services are not included in the production of the book and are offered at optional extra cost. However, Publisher will provide "reasonable" cover-design work at no charge.
9. Publisher will provide an ISBN number for cataloging. Publisher will also make the book available to distribution networks, such as Ingram Books and Baker & Taylor Books (the two largest book distributors in the United States), and internet sellers such as Amazon.com, etc.
10. Selling price ("suggested retail price") of the book is to be determined jointly by Publisher and Author. For mass distribution, Author should understand that retail establishments pay (standard) 40% to 50% of list price to distributors, which also charge an additional 5% for wholesaling services. We suggest you price your book as follows: $(\text{Author Cost} + \text{Author royalty per copy}) \div .45 = \text{selling price}$. (This allows 55% to be paid to wholesaler and retailer; offering less will discourage bookstores from carrying your book, although bookstores will work on as little as 40% in some cases.) Selling price will appear on the back cover of the book and also in the bar code.
11. Author is given "creative control" of such items as font size and cover design; Publisher reserves the right to make suggestions and to reject anything not deemed to be in good taste or which, in Publisher's opinion, is inappropriate from a sales or content basis. Four-color covers are available, but book text pages (and interior photographs) must be printed in black and white. The book will be published in "trade paperback" size, which may be 5" x 8", 5.5" x 8.5" or 6"x9". The size chosen for this book is _____. Hardcover is also available. Prices quoted on request.
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. If Author refuses acceptance of digital files and hard copy must be mailed, a charge of \$20 for each proof to cover printing, postage and mailing materials will apply.

13. Author may choose to cancel this contract at any time before final payment is made and before books are shipped, but Publisher keeps all monies paid in the event of cancellation.
14. Changes to book made after approval of “proof copy” to Publisher shall be at a cost of \$50 for text changes and/or \$50 for cover changes.
15. An “order fee,” currently \$1.50, shall be charged on each order of books ordered by Author from Publisher, other than the initial order. This charge is given us by our printers.
16. 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.
17. 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.
18. 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 \$3.00 per copy fee to cover the costs of mailing envelopes (we use cushioned envelopes) and postage. This also applies also to Amazon.com’s “Search Inside The Book” feature. We encourage authors to avail themselves of this feature, but it is not required.
19. 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.
20. Publisher reserves the right to use any blank, unused pages in book to promote other books, or to add pages at Publisher’s expense for the same purpose. Publisher’s name will appear on the copyright page, on the back cover, on the book’s spine and, if a second title page is used, on said second title page.

Agreed to by the following parties:

_____, Publisher (date)_____

_____, Author (date)_____

ADDENDUM I (if necessary):

The page count and/or the size of book listed above is incorrect. The correct page count for this book is _____ pages and the cost per book is accordingly changed to _____. The book size shall be _____.

_____, Publisher (date)_____

_____, Author (date)_____