

E-book Publishing Contract

This Assignment is effective as of **valid from** and is between the following parties:

Assignor name (the “Author / Owner”):

Author / Owner Address:

Author / Owner Phone:

Author / Owner Email:

and

Jolene’s eBooks and Craft Items
Jolene MacFadden (the “Publisher”)
19021 165th Ln, O’Brien, FL 32071
(904) 242-6929

Jolene.macfadden@jolenesbooksandmore.com

The parties agree as follows:

- 1) THE AGREEMENT IS DATED as recorded on the email submission between the Author / Owner, as indicated in the online submission (hereinafter referred to as the Author), and , hereinafter referred to as the Publisher.
- 2) This Agreement is entered into in good faith. The email submission in the proper format from the Author indicates acceptance to the terms described in this Agreement by all parties named in this Agreement.
- 3) Author agrees to grant the Publisher the exclusive license to electronically produce, sell, and promote electronic versions (commonly known as “eBooks” or “Electronic Books”) of the works of fiction and/or non-fiction named in the email submission, hereinafter known as The Work, worldwide in the English language.

The Author retains the right to publish excerpt all or portions of the Work for promotional use on his personal Internet web site, with no restriction upon length of time the excerpt(s) may be posted.

4) The Author represents that The Work is his original work or that he is the copyright owner of The Work, and that he has the exclusive right to grant all rights here-in.

5) The Author agrees to secure permission for use of any copyrighted materials incorporated in Author's original work, and which is included in the electronic Work covered by this Agreement.

6) Publisher agrees to secure permission for use of any copyrighted material that will be added to the electronic Work covered by this Agreement, and ensures that these added elements will not infringe on existing copyrights or the rights of others.

7) Publisher holds Author harmless from litigation resulting from breach of warranty or other fault of the Publisher.

8) Hard copy excerpts or anthologies from the Work will not be permitted without Author's approval. This Agreement does not permit any hard copy rights, other than the right of each consumer to print a single paper copy for permitted personal use and not for resale. Making any other electronic or printed copies and distributing them to third parties free of charge or for profit will be considered infringement of copyright and will be prosecuted to the fullest extent of the law.

9) Publisher may not assign this electronic publication agreement to another publisher without the Author's express written consent.

10) Publisher agrees to pay Author Royalties of 97% of sales, 95% if author elects for publisher to create a website on their server, when there are sales and will be sent electronically no later than the 10th day of the following month. In all instances in which the Author shall have received an overpayment of monies under the terms hereof, the Publisher may deduct such overpayment from any further sums payable to the Author in respect to the Work.

- 11) Author agrees to allow the Publisher to perform certain minor script editing (abridgement of the text, sentence restructuring, correcting spelling and grammar errors, etc.) without significantly changing the meaning.
- 12) Author has the right to modify the final presentation following publication. Modification requests must be presented to the Publisher in the form of an e-mail transmission.
- 13) Author may request a sales audit at any time. Should the sales audit prove the Publisher's figures are accurate, Author will bear the cost of a reasonable auditing fee. Should the sales audit prove the Publisher's figures are inaccurate, Publisher will bear the cost of a reasonable auditing fee and promptly pay the Author the correct amount of royalties due, per the auditor's findings.
- 14) Upon the Author's death, royalties shall be paid to the Author's legal heir(s) and shall continue for the duration of the copyright, and not beyond.
- 15) Publisher has the license to publish, promote, and distribute the Work, as an electronic book only, for the full term of the Work's copyright, provided that rights have not reverted to the author under the terms of this contract.
- 16) If upon the expiry of 60 days from the date of first publication of the Work by the Publisher, the Work becomes unavailable in eBook format published by the Publisher — or is not listed in the Publisher's catalog of eBooks available for sale — the Author may give notice in writing instructing the Publisher to publish the Work and list it in the Publisher's catalog within 30 days of date of Publisher's receipt of the notice.
- 17) In the event of failure to comply with such notice all the Publisher's rights in the said Work shall revert to the Author.
- 18) If the Author writes another work which is a sequel to the Work covered in this Agreement, using an identical theme and/or major characters that are contained in the Work covered by this Agreement, Publisher shall enjoy a right of first refusal to publish the subsequent work in eBook format, under mutually agreed-upon terms. Publisher must exercise this right of first refusal within 30 days of receiving the work from the Author. If Publisher elects not to publish the subsequent work, Publisher relinquishes all claims on that subsequent work.

19) Contract shall be for the term of three years from date of contract. Contract may be renewed by mutual consent of author and publisher and terminated by either the author or the publisher with a 90-day written, certified mail notice. All rights will revert to author at the time of such termination.

20) If Publisher does not publish The Work named in this Agreement in eBook format within six months of this Agreement's signing date, this Agreement is null and void.

21) Publisher will endeavor to produce these eBooks in a manner which reflects state-of-the-art industry standards, as these standards evolve.

22) Publisher makes no promises or guarantees regarding estimated sales figures.

23) Any changes in this Agreement must be in writing and signed by both parties.

24) If requested by the Publisher, the Author agrees to assist the Assignee in any proceeding necessary to protect and preserve the Intellectual Property. The Assignee also agrees to sign any applications or other documents the Assignee may reasonably request: (a) to obtain or maintain patent, copyright, industrial design, trade-mark or other similar protection for the Intellectual Property, and (b) to confirm the Assignee's ownership of the Intellectual Property. The Assignee will pay for all expenses associated with the Assignee's assistance and the preparation and filing of documents.

25) This Assignment contains the whole agreement between the Assignor and the Assignee related to the Intellectual Property, and there are no warranties, representations, terms, conditions or collateral agreements – express, implied or statutory – other than as expressly set out in this Assignment.

26) This Assignment will be governed by the laws in effect in the state of Florida.

Author Signature

Date

Publisher Signature

Date