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Partners in Publishing Contract **SAMPLE FOR REVIEW**

This Agreement made _____ between LadybugPress, 16964 Columbia River Drive, Sonora, CA 95370, herein referred to as "Publisher," and _____, herein referred to as "Author," whose address is _____

_____ and who is the copyright owner of the "Work," defined later in this document.

Whereas the parties to this agreement intend to have the Work, _____, published, they therefore mutually agree:

1. The Publisher agrees to:
 - a) Provide finished book to Author as described below:
 1. A book whose dimensions shall not exceed 8.5X11 inches and not more than 200 pages.
 2. Publisher agrees to provide additional print runs of as few as 1 (one) copy as required by Author for a period of two years at a price of \$7.50 (or a price adjusted for paper and time costs for books over 100 two-sided pages or color inserts) each book, plus cost increases up to 15% per book based on increasing paper costs over that period.
 - b) This agreement can be extended without a written agreement for said extension in two year increments based on the price per book at the time of the extension and allowing for increases in paper costs at the same rate as in paragraph a, above.
 - c) Provide additional services as indicated:
 1. Provide cover art, ISBN, imprint and barcode for the Work.
 2. Register the Work with Amazon.com and with publisher's distributor, Baker & Taylor.
 3. Drop ship orders that come directly to publisher; reimbursing author for the remainder of net price after deducting postage, when that amount has been paid by buyer.
2. The Author agrees to deliver the complete manuscript, not later than _____, on one or more electronic formats with text files in a convertible format or in Standard ASCII code in the English language. All documentation, illustrations or other materials included in the Work will be provided in the same form which has been outlined below.
 - a) The Work, as provided by Author shall have been copy edited to a standard determined to be acceptable to Author. Should additional copy editing be required, Author agrees to have this done by a professional copy editor of Author's choice; or Publisher will contact an editor for such services, in which case Author agrees to reimburse Publisher at the rate of \$30 per hour or at another rate set by the copy editing service.
 - b) Publisher shall provide 1 (one) sample book for final approval before printing the finished books. Author agrees to pay the book price, indicated herein, plus shipping for any additional books required to meet editing standards.
 - c) Author agrees that the compilation of materials comprising the Work will be accomplished without discrimination based on gender, age, nationality, or sexual orientation.
 - d) Author agrees to pay the estimated costs and fees, totaling \$950.00 (plus shipping costs, not included here, and an adjustment for time and expenses for books over 200 two-sided pages or

- color inserts**) for 20 (twenty) books as described herein, in two installments: The First Half due when the manuscript is ready to be sent to the Publisher; The Remaining Amount due when the “blueline” proof of the final version has been approved. It is understood by Author that estimated costs may change if any changes are made to the book as described herein or if special requirements for printing are added by Author at a later date.
- d) Publisher agrees to provide additional copies of the book at the price of **\$7.50** book (see Paragraph 1,a,2 above). Additional copies will be printed in the most timely way possible and can be ordered in any quantity Author chooses.
 - e) Author agrees to pay for any promotions she/he may choose to contract through Publisher as such arrangements are made and at a discount rate which the Publisher may obtain from publicity sources. Author is not obligated by this agreement to contract such promotions.
3. The Publisher agrees to provide book design, formatting, and cover art/design at no additional cost; and may provide other artwork not considered part of the body of the Work, **if requested**, at an additional cost of **\$60.00 per hour**; to release the book under Publisher’s imprint and ISBN reference. Release of the work to be within **30 days** of the receipt of any final edits by Author. Upon completion, all but five (promotional) copies of the Work are to be shipped directly to Author at the above address.
 - a) At Author’s request and any time within three (3) years of the publication of the Work, Publisher agrees to prepare a Kindle version of the Work and to list that version in the Kindle Store at no additional cost to the Author.
 4. The Author represents and warrants that she/he is the sole Author of the Work and that she/he owns all the rights, such rights being free of any copyright claims by others.
 5. The Author is owner of the copyright in the Work. As a condition of this Agreement:
 - a) The Publisher agrees to print and/or indicate, in and on every copy of the Work, a copyright notice identifying the Author as the owner of the copyright in the manner that complies with the requirements of the U.S. Copyright Law and the Universal Copyright Convention.
 - b) Author is responsible for submitting copyright fees and forms to the Library of Congress, a process Publisher agrees to assist with.
 - c) Author retains all rights to the Work, including the right to terminate the relationship with Publisher at any time.
 6. The Author makes the following representations and warranties to the Publisher:
 - a) that the Author is the sole copyright owner of the Work and owns all rights to the use of materials incorporated as a part of the Work, free of liens or encumbrances; and that the Author has the full power to execute this Agreement;
 - b) that the rights to or in the Work are not subject to any prior constraints or understanding with respect thereto other than this Agreement;
 - c) that if published the Work will not violate any proprietary right to common law, or any statutory copyrights, or any other right;
 - d) that the Work contains no libelous matter that violates any right of privacy or is otherwise in contravention of law;
 - e) that the Work is original and is not in the public domain.
 7. In the event of any claim, action, or proceeding based on an alleged violation of any of these warranties, the Author shall defend against same through counsel of Author’s own choosing. In the event that the content of the Work was altered from the final, approved version of the Author, then the Publisher shall bear the costs of any defense as well as the cost of any damages awarded only as to the alterations or modifications.
 8. If the Publisher is adjudicated a bankrupt or makes an assignment for the benefit of creditors or liquidates her business, this Agreement shall thereupon terminate and all rights granted to the Publisher shall automatically and immediately revert to the Author and all electronic materials related to Author’s book shall be provided at no charge to Author upon request.
 9. This Agreement may not be assigned without the consent of the Author except to a bona fide affiliate of the Publisher.
 10. This Agreement shall be binding upon and inure to the benefit of the executors, and administrators, and assignees of the Author and the executors, and administrators, and assignees of the Publisher.
 11. This Agreement shall be interpreted in accordance with the laws of the State of California. It represents the complete understanding of both parties and no modifications, additions, deletions, or changes may be made except in writing and signed by both parties and bear a date no earlier than the

date of this Agreement.

- a) The parties to this Agreement agree to seek a non-binding mediation agreement prior to any court action with respect to any disputes which might arise relating to the terms of this contract.
12. Any notice required to be sent hereunder shall be sent certified mail return receipt requested, postage prepaid, to Author or Publisher at the addresses given in the preamble of this Agreement, which addresses may be changed by either of them by written notice to the other.

IN WITNESS WHEREOF the parties have duly executed this Agreement the day and year first above written.

Author _____

Witness for the Author _____

Publisher _____ **for LADYBUG PRESS**

Witness for the Publisher _____