

## PUBLISHING AGREEMENT

This agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 201\_\_ between \_\_\_\_\_, with an address of \_\_\_\_\_ (the "Author") and Coventry House Publishing, LLC, an Ohio limited liability company whose principal place of business is \_\_\_\_\_ (the "Publisher").

In consideration of the mutual covenants herein contained, the parties agree as follows:

### 1. GRANT OF RIGHTS

The Author hereby grants and assigns to the Publisher, its successors, representatives, and assignees, the sole and exclusive right to license, print, publish, and/or sell in all languages, in all forms, in whole or in part, in all countries of the world, the work now entitled <<Title of book>> (the "Work"). The sole and exclusive right to publish under the terms of this Agreement extends to, but is not limited to, all future versions, editions, and volumes of the Work in print, digital, and audio forms.

### 2. WARRANTIES AND REPRESENTATIONS

The Author warrants and represents that <<he/she>> is the sole author and proprietor of the Work, that the Work is original and does not contain any libelous, slanderous, or otherwise unlawful matter, does not violate the civil, proprietary or privacy rights of any person or persons, does not infringe upon any existing copyright, and has not heretofore been published in any other form. The Author represents that <<he/she>> is the sole author and proprietor of the Work's title, and the Work's title does not contain any libelous, slanderous, or otherwise unlawful matter, does not violate the civil, proprietary or privacy rights of any person or persons, does not infringe upon any existing copyright, and has not heretofore been published in any other form. The Author warrants that <<he/she>> has full power to enter into this Agreement and to grant the rights hereby conveyed to Publisher, and that said rights are not subject to any lien, contract or other claim or rights which may interfere with the rights herein granted. If Author shall breach this warranty, Publisher shall be entitled to injunctive relief in addition to all other remedies, which may be available to it. Author further agrees that <<he/she>> will hold Publisher, its distributors, employees, licensees, agents and any retailer harmless against any suit, claim, demand, proceeding, prosecution, recovery or penalty and any expense, including attorney's and litigation expenses arising out of same, by reason of any claim or violation of any of the foregoing warranties or representations.

In defending any such claim, demand, action or proceeding, Publisher shall have the right to select counsel and the right to withhold amounts otherwise payable to Author under this or any other agreement and to apply such amounts (as required) in satisfaction of the foregoing indemnities. If monies are withheld under this section, they shall be set aside in a non-interest bearing account, and any balance after payment of legal fees, expenses, settlement costs and/or judgment shall be paid to Author. The foregoing warranties and indemnities shall be effective without regard to the manuscript as submitted and shall apply to the final manuscript as it appears in corrected printer's proof. The provisions of this Section 2 shall survive the

termination of this Agreement.

### **3. PERMISSIONS**

If permission from others is required for publication of any material contained in the Work or for the exercise of any other right conferred by this Agreement, Author agrees to obtain such permissions at Author's own expense, and to deliver such permissions, in form acceptable to Publisher, on the due date for the final manuscript. Permissions shall cover the territorial market and uses as licensed herein.

Copies of the signed agreements between Author and each of the contributors, if any, shall be attached to this Agreement and shall become a part thereof.

### **4. DELIVERY**

The Author agrees to electronically send to the Publisher a complete typed and edited manuscript in Microsoft Word format. The Publisher recommends that the Author edit the Work a minimum of three (3) times before sending. The first edit should be completed on a computer or personal electronic device. The second edit should be completed in paper form. The third edit should be completed by reading the book aloud. The cumulative time spent editing the Work before sending to the Publisher should exceed sixty (60) hours.

If the Work or any portion thereof is unsatisfactory to the Publisher in content or form, Publisher may reject it and this Agreement shall terminate and all rights hereunder shall revert to the Author.

Unless postponed by mutual written agreement, if the Work shall not have been delivered within thirty (30) days after the date this Agreement is signed, the Publisher may, at its option, terminate this Agreement by giving written notice to Author.

### **5. EDITING**

Publisher is authorized, in its sole discretion, to make any editorial changes, deletions, abridgment, and condensation whatsoever in the text of the Work, and is further authorized to title, sub-title, and to change the title and the chapters of the Work, and such authorization shall extend to each reprinting of the same in any form. Publisher reserves the right to omit any part of the Work submitted by Author, and to request substitutions or additional material prior to publication. Author agrees to make such revisions, substitutions, and alterations in the Work as Publisher may request within fourteen (14) days of receipt thereof.

### **6. PUBLICATION**

The Publisher agrees to publish the Work in book form at its own expense at a suggested retail price to be determined by the Publisher not later than six (6) months after the delivery of the completed Work. In the event of delay from causes beyond the control of the Publisher, the publication date may be postponed accordingly. The Publisher shall have the right: (1) to publish

the Work in such style as it deems best suited to the sale of the Work; (2) to fix or alter the prices at which the Work shall be sold; (3) to determine the method and means of advertising, publicizing, and selling the Work, the number and destination of free copies, and all other publishing details, including the number of copies to be printed, form, style, size type, paper to be used and like details.

## **7. ADVERTISING AND PROMOTION**

The Publisher shall have the right to use, and to license others to use, the Author's name, image, likeness, and biographical material for advertising and promotion of the Work and the other rights granted under this Agreement. The Publisher shall wholly have the right to determine the time, place, method, and manner of advertising and promotion of the Work.

The Publisher may publish or permit others to publish, free of charge, such brief selections of the Work as it thinks proper to benefit the sale of the Work.

## **8. COMPETING WORKS**

The Author agrees that during the existence of this Agreement, the Author will not prepare or cause to be prepared or published in the Author's name or otherwise, any work that shall interfere with or injure the sale or distribution of the Work herein specified.

## **9. ROYALTIES AND LICENSES**

The Publisher shall pay to the Author the following royalties:

(a) A royalty of \$1.00 US dollar for each book sold (including but not limited to softcover, hardcover, and digital books), up to and including 5,000 total books (less returns), provided such sales are made at a discount not greater than fifty percent (50%) from the suggested retail price; A royalty of \$1.50 US dollar for each book sold (including but not limited to softcover, hardcover, and digital books), exceeding 5,001 total books (less returns), provided such sales are made at a discount not greater than fifty percent (50%) from the suggested retail price.

(b) A royalty of \$0.50 US dollar (fifty cents) for each book sold (including but not limited to softcover, hardcover, and digital books) (less returns), provided such sales are made at a discount greater than fifty percent (50%) from the suggested retail price.

(c) A royalty of thirty percent (30%) of any net revenue received from the grant or license of the Work made by the Publisher to a third party. Revenues may be derived from, but are not limited to, dramatic rights, film/TV rights, videocassette/audiocassette rights, radio rights, merchandising (commercial tie-in) rights, and new technologies. The Publisher shall have the sole right to negotiate and sign contracts in regard to these rights.

(d) No royalties shall be payable on books furnished to the Author or on books for review, sample, or other similar purposes, or on copies destroyed.

Publisher is hereby authorized to license the publication of the work in Braille, or the photocopying, recording, and microfilming of the Work for the physically handicapped without fee and with no royalty to Author. Should any compensation be received, however, it shall be paid as provided herein.

## **10. PAYMENT AND NOTIFICATION**

The Author's share of such revenues and/or royalties shall be promptly paid to <<him/her>> within thirty (30) days of receipt by the Publisher. The method of payment shall be at the discretion of the Publisher, and shall be made via Check or PayPal as herein provided.

The Publisher agrees to promptly notify the Author of the terms of any contracts entered into for any grant or license permitted under this Agreement. Such contracts shall be made available by the Publisher to the Author upon the Author's written request.

## **11. OVERPAYMENT**

In all instances in which the Author has received an overpayment of royalties under the terms hereof, the Publisher may deduct such overpayment from any further sums payable to the Author in respect to the Work.

## **12. STATEMENTS**

The Publisher agrees to furnish statements to the Author by electronic means at the end of each month following the publication of the Work hereof, showing an accounting of sales and all other payments due hereunder preceding said respective accounting dates.

## **13. AUTHOR COPIES**

The Author shall be permitted to purchase non-returnable and non-refundable copies of the Work from the Publisher for <<his/her>> personal use and/or personal resale at a discount of fifty percent (50%) from the suggested retail price, plus shipping costs. Author copies and shipping costs shall be paid in full to the Publisher via PayPal in advance of the shipment of said copies. Author copies shall be shipped to the Author's address within forty-five (45) days of receipt of payment.

## **14. REVERSION AND TERMINATION**

(a) At any time from the date of first publication of the Work, the Publisher may on two (2) weeks' notice in writing to the Author or <<his/her>> representative discontinue publication, distribution and sale of the Work. The Publisher reserves the sole and exclusive right to republish the Work at any time at the Publisher's sole discretion.

(b) If the Publisher shall, during the existence of this Agreement, default in the delivery of monthly statements or in the making of payments as herein provided and shall neglect or refuse to deliver such statements or make such payments, within thirty (30) days after written notice of

such default, this Agreement shall terminate at the expiration of such thirty (30) days without prejudice to the Author's claim for any royalties which may have accrued under this Agreement.

(c) If the Publisher shall fail to publish the Work within the period provided in Section 6 hereof or otherwise fail to comply with or fulfill the terms and conditions hereof, or in the event of bankruptcy as provided in Section 15 hereof, this Agreement shall terminate and the rights herein granted to the Publisher shall revert to the Author. In such event all payments theretofore made to the Author shall belong to the Author.

## **15. BANKRUPTCY AND INSOLVENCY**

If a petition in bankruptcy shall be filed by or against the Publisher, or if the Publisher shall be judged insolvent by any court, or if a Trustee or a Receiver of any property of the Publisher shall be appointed in any suit or proceeding by or against the Publisher, or if the Publisher shall make an assignment for the benefit of creditors or shall take the benefit of any bankruptcy or insolvency Act, or if the Publisher shall liquidate its business for any cause whatsoever, this Agreement shall terminate automatically without notice, and such termination shall be effective as of date of the filing of such petition, adjudication, appointment, assignment, or declaration or commencement of reorganization or liquidation proceedings, and all rights granted hereunder shall thereupon revert to the Author.

## **16. FORCE MAJEURE**

This Agreement and performance thereof by Publisher shall in all respects be subject to delays or inability to perform all or any portion thereof by reasons of strikes, lockouts, market shortages of labor or material, acts of God, terrorism, accidents arising out of circumstances and conditions not directly due to the negligence of Publisher, or which may affect Publisher's suppliers or subcontractors; and without limitation by reason of any of the foregoing, by reason of any cause, condition or circumstances beyond the control of Publisher, including but not limited to the intervention of any rules, laws or regulation of any government, or any bureau or department, or any sovereign act, and the term of this Agreement or any obligation of Publisher hereunder shall be extended by the period of such delay.

## **17. RESERVED RIGHTS**

All publication rights in the Work now existing, or which may hereafter come into existence, not specifically herein granted are reserved to the Publisher for its exclusive use at any time. Reserved publication rights include, but are not limited to, the right to publish or cause to be published in any form, excerpts, or summaries of the Work, thereof.

## **18. ASSIGNMENT**

The Publisher may assign or sell this contract, either voluntary or by operation of law. The assignment shall be binding on the Publisher and Author.

## **19. DISPOSAL OF MANUSCRIPT**

After publication of the Work, Publisher may dispose of the original manuscript and proofs. Publisher shall not be responsible for loss of or damage to any property of the Author.

## **20. NOTICES**

Any written notice required under any of the provisions of this Agreement shall be deemed to have been properly served by delivery in person or by mailing the same by certified US Mail or by electronic means with confirmation of receipt to the parties hereto at the addresses set forth above, except as the addresses may be changed by notice in writing.

## **21. WAIVER**

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically reduced to writing and signed by the parties hereto.

## **22. INFRINGEMENT**

If during the existence of this Agreement the copyright shall be infringed, the Publisher may, at its own cost and expense, take such legal action, in the Author's name if necessary, as may be required to restrain such infringement or to seek damages therefor. The Publisher shall not be liable to the Author for the Publisher's failure to take such legal steps. If the Publisher does not bring such an action, the Author may do so in <<his/her>> name at <<his/her>> own cost and expense. Monetary damages recovered for any infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall be divided equally between the Author and Publisher.

## **23. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the executors, administrators, and assigns of the Author and upon and to the successors and assigns of the Publisher.

## **24. AMENDMENTS**

No amendment of, addition to, or modification of this Agreement shall be effective unless reduced to writing and signed by the parties hereto.

## **25. SEVERABILITY**

In the event one or more clauses of this Agreement are declared invalid, void, unenforceable, or

illegal, that shall not affect the validity of the remaining portions of this Agreement.

**26. INDEPENDENT COUNSEL**

Author warrants and represents that, in executing this Agreement, <<he/she>> does so with full knowledge of any and all rights which <<he/she>> may have with respect to the matters set forth herein, and that <<he/she>> has received independent legal advice with respect to such matters or <<he/she>> has knowingly waived <<his/her>> right to do so and that <<he/she>> is entering into this Agreement of <<his/her>> own free will.

**27. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement of the parties, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied.

**28. GOVERNING LAW**

This Agreement was made in the State of Ohio and is to be governed by and construed in accordance with the laws of the State of Ohio. The parties hereby consent to, and by execution of the Agreement submit to, the personal jurisdiction of the Court of Common Pleas of Franklin County, Ohio and the United States District Court sitting in Columbus, Ohio, for the purposes of any judicial proceedings which are instituted for the enforcement of this Agreement. The parties agree that venue is proper in either of said courts.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
AUTHOR

\_\_\_\_\_  
PUBLISHER