



*Tendril Press, LLC*  
A Division of

**A. J. Images, Inc.**

*Graphic Design & Publishing Center*

*12321 East Cornell Avenue*

*Aurora, CO 80014-3323*

*Studio: 303.696.9227*

*Fax: 303.873.6766*

## Book Publishing Agreement

AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
between \_\_\_\_\_ (hereinafter referred to as the "Publisher"),  
located at \_\_\_\_\_, and  
\_\_\_\_\_ (hereinafter referred to as the "Author"),  
located at \_\_\_\_\_

WHEREAS, the Author wishes to create a book on the subject of \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "Work")

WHEREAS, the Publisher is familiar with the work of the Author and  
wishes to publish a book by the Author; and

WHEREAS, the parties wish to have said publication performed subject to the  
mutual obligations, covenants, and conditions herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants  
hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

- Grant of Rights.** The Author grants, conveys, and transfers to the Publisher in that unpublished Work titled \_\_\_\_\_, certain limited, exclusive rights as follows:
  - To publish, distribute, and sell the Work in the form of a \_\_\_\_\_ book;
  - In the territory of \_\_\_\_\_;
  - In the \_\_\_\_\_ language; and
  - For a term of \_\_\_\_\_ years.
- Reservation of Rights.** All rights not specifically granted to the Publisher are reserved to the Author, including but not limited to electronic rights which are defined as rights in the digitized form of works that can be encoded, stored, and retrieved from such media as computer disks, CD-ROM, computer databases, and network servers.
- Delivery of Manuscript.** On or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Author shall deliver to the Publisher a complete manuscript of approximately \_\_\_\_\_ words, which shall be reasonably satisfactory in form and content to the Publisher and in conformity with any outline or description attached hereto and made part hereof. The manuscript shall be in the following form:

[X] double-spaced hard copy [X] computer files (specify format MS Word). The manuscript shall include the additional materials listed in Paragraph 4 (except that if an index is to be provided by the Author, it shall be delivered to the Publisher within thirty days of Author's receipt of paginated galleys). If the Author fails to deliver the complete manuscript within thirty days after receiving notice from the Publisher of failure to deliver on time, the Publisher shall have the right to terminate this Agreement and receive back from the Author all monies advanced to the Author pursuant to Paragraphs 4, 5, and 9. If the Author delivers a manuscript which, after being given detailed instructions for revisions by the Publisher and \_\_\_\_\_ days to complete such revisions, is not reasonably acceptable to the Publisher, then monies advanced to the Author pursuant to Paragraphs 4, 5, and 9 shall be repaid to the Publisher.
- Additional Materials.** The following materials shall be provided by the Author \_\_\_\_\_.  
The cost of providing these additional materials shall be borne by the Author, provided, however, that the Publisher at the time of signing this Agreement shall give a nonrefundable payment of \$\_\_\_\_\_ to assist the Author in defraying these costs, which payment shall not be deemed an advance to the Author and shall not be recouped as such.
- Permissions.** The Author agrees to obtain all permissions that are necessary for the use of materials copyrighted by others. The cost of providing these permissions shall be borne by the Author, provided, however, that the Publisher at the time of signing this Agreement shall give a nonrefundable payment of \$\_\_\_\_\_ to assist the Author in defraying these costs, which payment shall not be deemed an advance to the Author and shall not be recouped as such. Permissions shall be obtained in writing and copies shall be provided to the Publisher when the manuscript is delivered.

6. **Duty to Publish.** The Publisher shall publish the Work within 18 months of the delivery of the complete manuscript. Failure to so publish shall give the Author the right to terminate this Agreement ninety days after giving written notice to the Publisher of the failure to make timely publication. In the event of such termination, the Author shall have no obligation to return monies received pursuant to Paragraphs 4, 5, and 9.

7. **Royalties.** The Publisher shall pay the Author the following royalties: \_\_\_\_ percent of the suggested retail price on the first 5,000 copies sold; \_\_\_\_ percent of the suggested retail price on the next 5,000 copies sold; and \_\_\_\_ percent of the suggested retail price on all copies sold thereafter. These royalty rates shall be discounted only in the following circumstances: \_\_\_\_\_  
\_\_\_\_\_

All copies sold shall be cumulated for purposes of escalations in the royalty rates, including revised editions, except for editions in a different form (such as a paperback reprint of a hardcover original) which shall be cumulated separately. Copies sold shall be reduced by copies returned in the same royalty category in which the copies were originally reported as sold.

In the event the Publisher has the right pursuant to Paragraph 1(A) to publish the Work in more than one form, the royalty rates specified above shall apply to publication in the form of a \_\_\_\_\_ book and the royalty rates for other forms shall be specified here: \_\_\_\_\_  
\_\_\_\_\_

8. **Subsidiary Rights.** The following subsidiary rights may be licensed by the party indicated and the proceeds divided as specified herein:

Subsidiary Right	Right to License		Division of Proceeds	
	Author	Publisher	Author	Publisher
_____				
_____				
_____				

If the division of proceeds for any subsidiary right changes after the sale of a certain number of copies, indicate which right, the number of copies required to be sold, and the new division of proceeds \_\_\_\_\_  
\_\_\_\_\_

The Publisher shall have no rights pursuant to this Paragraph 8 if Publisher is in default of any of its obligations under this Agreement. The right to license any subsidiary right not set forth in this Paragraph is retained by the Author. Licensing income shall be divided as specified herein without any reductions for expenses.

Licensing income shall be collected by the party authorized to license the right and the appropriate percentage remitted by that party to the other party within ten days of receipt. Copies of all licenses shall be provided to both parties immediately upon receipt.

9. **Advances.** The Publisher shall, at the time of signing this Agreement, pay to the Author a nonrefundable advance of \$\_\_\_\_\_, which advance shall be recouped by the Publisher from payments due to the Author pursuant to Paragraph 11 of this Agreement.

10. **Accountings.** Commencing as of the date of publication, the Publisher shall report every three (3) months to the Author, showing for that period and cumulatively to date the number of copies printed and bound, the number of copies sold and returned for each royalty rate, the number of copies distributed free for publicity purposes, the number of copies remaindered, destroyed, or lost, the royalties paid to and owed to the Author, and licensing income. If the Publisher sets up a reserve against returns of books, the reserve may only be set up for the four accounting periods following the first publication of the Work and shall in no event exceed 15 percent of royalties due to the Author in any period.

11. **Payments.** The Publisher shall pay the Author all monies due Author pursuant to Paragraph 10 within thirty days of the close of each accounting period.
12. **Right of Inspection.** The Author shall, upon the giving of written notice, have the right to inspect the Publisher's books of account to verify the accountings. If errors in any such accounting are found to be to the Author's disadvantage and represent more than 5 percent of the payment to the Author pursuant to the said accounting, the cost of inspection shall be paid by the Publisher.
13. **Copyright and Authorship Credit.** The Publisher shall, as an express condition of receiving the grant of rights specified in Paragraph 1, take the necessary steps to register the copyright on behalf of the Author and in the Author's name and shall place copyright notice in the Author's name on all copies of the Work. The Author shall receive authorship credit as follows: \_\_\_\_\_
14. **Warranty and Indemnity.** The Author warrants and represents that he or she is the sole creator of the Work and owns all rights granted under this Agreement, that the Work is an original creation and has not previously been published (except for those materials for which permissions have been obtained pursuant to Paragraph 5), that the Work does not infringe any other person's copyrights or rights of literary property, nor, to his or her knowledge, does it violate the rights of privacy of, or libel, other persons. The Author agrees to indemnify the Publisher against any final judgment for damages (after all appeals have been exhausted) in any lawsuit based on an actual breach of the foregoing warranties. In addition, the Author shall pay the Publisher's reasonable costs and attorney's fees incurred in defending such a lawsuit, unless the Author chooses to retain his or her own attorney to defend such lawsuit. The Author makes no warranties and shall have no obligation to indemnify the Publisher with respect to materials inserted in the Work at the Publisher's request. Notwithstanding any of the foregoing, in no event shall the Author's liability under this Paragraph exceed \$ \_\_\_\_\_ or \_\_\_\_\_ percent of sums payable to the Author under this Agreement, whichever is the lesser. In the event a lawsuit is brought which may result in the Author having breached his or her warranties under this Paragraph, the Publisher shall have the right to withhold and place in an escrow account \_\_\_\_\_ percent of sums payable to the Author pursuant to Paragraph 11, but in no event may said withholding exceed the damages alleged in the complaint.
15. **Artistic Control.** The Author and Publisher shall consult with one another with respect to the title of the Work, the price of the Work, the method and means of advertising and selling the Work, the number and destination of free copies, the number of copies to be printed, the method of printing and other publishing processes, the exact date of publication, the form, style, size, type, paper to be used, and like details, how long the plates or film shall be preserved and when they shall be destroyed, and when new printings of the Work shall be made. In the event of disagreement after consultation, the Publisher shall have final power of decision over all the foregoing matters except the following, which shall be controlled by the Author \_\_\_\_\_  
\_\_\_\_\_. No changes shall be made in the complete manuscript of the Work by persons other than the Author, except for reasonable copy editing, unless the Author consents to such changes. Publisher shall provide the Author with galleys and proofs which the Author shall review and return to the Publisher within thirty (30) days of receipt. If the cost of the Author's alterations (other than for typesetting errors or unavoidable updating) exceeds \_\_\_\_\_ percent of the cost of the typography, the Publisher shall have the right to deduct such excess from royalties due Author hereunder.
16. **Original Materials.** Within thirty days after publication, the Publisher shall return the original manuscript and all additional materials to the Author. The Publisher shall provide the Author with a copy of the page proofs, if the Author requests them prior to the date of publication.
17. **Free Copies.** The Author shall receive \_\_\_\_\_ free copies of the Work as published, after which the Author shall have the right to purchase additional copies at a \_\_\_\_\_ percent discount from the retail price.
18. **Revisions.** The Author agrees to revise the Work on request by the Publisher. If the Author cannot revise the Work or refuses to do so absent good cause, the Publisher shall have the right to have the Work revised by a person competent to do so and shall charge the costs of said revision against payments due the Author under Paragraph 11 for such revised edition. In no event shall such revision costs exceed \$ \_\_\_\_\_.

19. **Successors and Assigns.** This Agreement may not be assigned by either party without the written consent of the other party hereto. The Author, however, shall retain the right to assign payments due hereunder without obtaining the Publisher's consent. This Agreement shall be binding on the parties and their respective heirs, administrators, successors, and assigns.
20. **Infringement.** In the event of an infringement of the rights granted under this Agreement to the Publisher, the Publisher and the Author shall have the right to sue jointly for the infringement and, after deducting the expenses of bringing suit, to share equally in any recovery. If either party chooses not to join in the suit, the other party may proceed and, after deducting all the expenses of bringing the suit, any recovery shall be shared equally between the parties.
21. **Termination.** The Author shall have the right to terminate this Agreement by written notice if: **(A)** the Work goes out-of-print and the Publisher, within ninety days of receiving notice from the Author that the Work is out-of-print, does not place the Work in print again. A work shall be deemed out-of-print if the work is not available for sale in reasonable quantities in normal trade channels; **(B)** if the Publisher fails to provide statements of account pursuant to Paragraph 10; **(C)** if the Publisher fails to make payments pursuant to Paragraphs 4, 5, 9, or 11; or **(D)** if the Publisher fails to publish in a timely manner pursuant to Paragraph 6. The Publisher shall have the right to terminate this Agreement as provided in Paragraph 3. This Agreement shall automatically terminate in the event of the Publisher's insolvency, bankruptcy, or assignment of assets for the benefit of creditors. In the event of termination of the Agreement, the Publisher shall grant, convey, and transfer all rights in the Work back to the Author.
22. **Production Materials and Unbound Copies.** Upon any termination, the Author may, within sixty days of notification of such termination, purchase the plates, offset negatives, or computer drive tapes (if any) at their scrap value and any remaining copies at the lesser of cost or remainder value.
23. **Promotion.** The Author consents to the use of his or her name, portrait, or picture for promotion and advertising of the Work, provided such use is dignified and consistent with the Author's reputation. Author is expected to do and be available for reasonable publicity, promotion and marketing of the above stated title (s).
24. **Arbitration.** All disputes arising under this Agreement shall be submitted to binding arbitration before \_\_\_\_\_ in the following location \_\_\_\_\_ and shall be settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.
25. **Notice.** Where written notice is required hereunder, it may be given by use of first class mail addressed to the Author or Publisher at the addresses given at the beginning of this Agreement and shall be deemed received five days after mailing. Said addresses for notice may be changed by giving written notice of any new address to the other party.
26. **Entire Agreement and Modifications.** This Agreement represents the entire Agreement between the parties. All modifications of this Agreement must be in writing and signed by both parties.
27. **Waivers and Defaults.** Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement.
28. **Governing Law.** This Agreement shall be governed by the laws of Colorado and The United States of America.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

Author \_\_\_\_\_ Publisher \_\_\_\_\_

Company Name

By \_\_\_\_\_  
Authorized Signatory, Title