

This **Publishing Agreement** (“Agreement”) is entered into as of this **DATE** day of **MONTH**, **YEAR** (“Effective date”) by and between **Yaldah Publishing** (“Publisher”) whose principal place of business is:

*address1*  
*City, State, Zip*  
*Country*

and **Author Name** (“Author”), whose primary residence is:

*address1*  
*address2*  
*City, State, Zip*  
*Country*

concerning a work presently titled **TITLE** (“Work”) and described as **DESCRIPTION**.

## **GRANT OF RIGHTS**

1. **Grant of Rights.** Author, on behalf of him/herself and his/her heirs, executors, administrators, successors, and assigns, exclusively grants, assigns, and otherwise transfers to Publisher and its licensees, successors, and assigns the following specified rights in the Work for the full term of copyright in the Work and throughout the world:

### 1.1. **Primary Rights**

1.1.1. “Hardcover Rights,” including the exclusive right to print, publish, distribute, sell, and generally exploit the Work, in the form of hardcover editions of the Work, distributed primarily through book trade channels such as bookstores, Internet merchants, and libraries.

1.1.2. “Trade Paperback Rights,” including the exclusive right to print, publish, distribute, sell, and generally exploit the Work, in the form of “trade paperback” or “quality paperback” editions of the Work, distributed primarily through book trade channels such as bookstores, Internet merchants, and libraries.

1.1.3. “Digital Printing Rights,” including the exclusive right to store, reproduce, transmit and generally use and exploit all or any portion of the Work, but without the addition of any other material whatsoever, in the form of digital products and services. By way of illustration only, and without limiting the generality of the foregoing, digital printing refers to the manufacture and sale of copies of the Work by means of storage, transmission, and output of the Work in which the end product is a single printed copy of the Work for sale to a consumer.

1.1.4. “Mass Market Paperback Rights,” including the exclusive right to print, publish, distribute, sell, and generally exploit the Work, in the form of softcover editions of the Work, whether as original editions or reprints, distributed primarily through book trade channels such as bookstores, Internet merchants, and libraries, as well as independent magazine wholesalers, direct accounts, and other customary channels of distribution.

1.1.5. “Translation Rights,” including the exclusive right to translate the Work, in whole or in part, into foreign languages, and to use, adapt, or otherwise exploit any and all of the rights in and to such translation(s) anywhere in the world. Publisher shall notify Author in

writing at Author's primary residence address in the event of translation for the sole purpose of making Author aware that the Work has been published in translation.

1.1.6. "Periodical Publication Rights," including the exclusive right to use and generally exploit all or any portion of the Work, in the form of excerpts, condensations, abridgments, or selections of the Work, in newspapers, magazines, and other periodicals, both in print and other media of publication, whether directly or through syndicates, either before ("First Serial Rights") or after ("Second Serial Rights") first publication of the Work in book form.

1.1.7. "Book Club Rights," including the exclusive right to sell copies of the Work to book clubs, or to authorize book clubs to print and sell copies of the Work.

1.1.8. "Photocopying and Facsimile Rights," including the exclusive right to grant or withhold permission for the duplication and transmission of all or part of the Work by photocopying, facsimile, or other like means.

1.1.9. "Microfilm Rights," including the exclusive right to use, adapt, or otherwise exploit the Work, or any portion thereof, in the form of microfilm, microfiche, slides, transparencies, filmstrips, and like processes attaining similar results.

1.1.10. "General Print Publication Rights," including the exclusive right to use and generally exploit all or any portion of the Work, in the form of condensed or abridged editions; bulk sales and other special sales, including but not limited to premium, promotional, corporate, and institutional sales; excerpts or selections of the Work in anthologies, compilations, digests, textbooks, and other similar works; Braille, large type, and other editions for people with special needs; book fairs; school editions and cheap editions; and unbound sheets.

1.1.11. "Direct-Response Marketing Rights," including the exclusive right to sell copies of the Work in any edition or medium authorized under this Agreement, through any form of direct-response marketing, including but not limited to any form of television, electronic media, direct mail, and catalogs. Publisher shall have the right to package, promote, and sell the Work in any format authorized under this Agreement together with products, services, facilities, merchandise, and other commodities of every nature or description, whether now in existence or hereafter devised.

1.1.12. "Audio Rights," including the exclusive right to adapt, use, or otherwise generally exploit the Work or any portion thereof in any form of sound recording and reproduction, including but not limited to audiocassettes, compact discs, or similar audio products of any kind or configuration whatsoever, whether now in existence or hereafter devised. "Audio Rights," as the term is used in this Agreement, includes the following specific applications and uses of sound recordings of the Work in any form of audio reproduction, including but not limited to audiocassettes, compact discs, or similar audio products of any kind or configuration whatsoever, whether now in existence or hereafter devised.

1.1.12.1. *Unabridged Sound Recordings.* The exclusive right to prepare and generally exploit unabridged non-dramatic sound recordings of the verbatim contents of the Work in its entirety without the addition of any other material whatsoever.

1.1.12.2. *Abridged Sound Recordings.* The exclusive right to prepare and generally exploit abridged non-dramatic sound recordings of the contents of the Work, or any portion thereof, without the use of any other additional material whatsoever except incidental musical interludes and spoken introductory and/or explanatory segments.

1.1.12.3. *Dramatized Sound Recordings.* The exclusive right to adapt and use the Work, or any portion thereof, in preparing and generally exploiting dramatized sound recordings of the Work, including scenes, dialogue, and additional material, whether based upon the Work or otherwise.

1.1.13. “Electronic Rights,” including the exclusive right to use, adapt, or otherwise exploit the Work, or any portion thereof, alone or in conjunction with other matter, in computer-based and similar electronic media and technologies for data entry, storage, retrieval, transmission, display, and output of any and all kinds, and/or like media and technologies attaining similar results, whether now known or hereafter devised. Without limiting the generality of the foregoing, “Electronic Rights” includes but is not limited to electronic, digital, and computer-based media and technologies of all kinds, and the storage, retrieval, transmission, display, output, and reproduction of data through such any such media and technologies, including, by way of example only, interactive media and multimedia in which the Work may be adapted and used in conjunction with other matter, whether such data is stored on hard drives or other fixed storage media, disks and diskettes, and other portable storage media, and/or remote on-line databases. “Electronic Rights,” as the term is used in this Agreement, include the following specific applications and uses of the Work in computer-based and similar electronic media and technologies for data entry, storage, retrieval, transmission, display, and output of any and all kinds, and/or like media and technologies attaining similar results, whether now known or hereafter devised.

1.1.13.1. *Electronic Books.* The exclusive right to use and generally exploit all or any portion of the contents of the Work, but without the addition of any other material whatsoever, in electronic versions of the Work that are reproduced in the form of portable storage media and offered for sale or license to the consumer.

1.1.13.2. *Databases, Networks, and On-line Services.* The exclusive right to store, reproduce, transmit, and generally use and exploit all or any part of the Work, but without the addition of any matter whatsoever, in a remote electronic database, network, or other on-line computer service, or similar system attaining like results, for use by consumers who are licensed to access the database, network, or service, and display and/or download the Work for their own personal use only.

1.1.13.3. *Interactive and Multimedia.* The exclusive right to adapt and generally use and exploit all or any part of the Work, whether alone or in conjunction with other material, in an interactive or multimedia product or service in any of the media or technologies described above.

## 1.2. *Secondary Rights*

1.2.1. “Dramatic Rights,” including the exclusive right to use or otherwise exploit the Work in its entirety or in the form of excerpts or selections in one or more live theatrical or stage presentations.

1.2.2. “Reading Rights,” including the exclusive right to authorize the public reading of all or any portion of the verbatim text of the Work before a live audience, but without dramatization of any kind or the making of any audio, audiovisual, or other recording of the reading.

1.2.3. “Motion Picture and Television Rights,” including the exclusive right to use or otherwise exploit the Work, in its entirety or in the form of excerpts or selections in one or more motion pictures and/or television programs of any kind, including but not limited to the right to disseminate such motion pictures and/or television programs by means of distribution and exhibition in theatres or otherwise, broadcasting, cable, satellite, telephone or other land lines, pay-per-view, closed-circuit, videocassettes, laser discs, digital video discs (DVD), and/or any other form of video transmission, exhibition, reproduction and sale, including but not limited to both analog and digital technologies and all other similar audiovisual media, whether not in existence or hereinafter devised.

1.2.4. “Radio Rights,” including the exclusive right to use or otherwise exploit the Work in its entirety or in the form of excerpts or selections for any form of radio programming, including but not limited to dissemination by broadcasting, cable, satellite, telephone or other land lines, pay-per-view, digital, closed-circuit or other forms of radio transmission, whether now in existence or hereinafter devised.

1.2.5. “Commercial Rights,” including the exclusive right to manufacture, sell, and otherwise distribute products, by-products, services, facilities, merchandise, and other commodities of every nature or description, whether now in existence or hereafter devised, including but not limited to photographs, illustrations, drawings, posters, and other artwork, toys, games, wearing apparel, foods, beverages, cosmetics, toiletries and similar items, which may refer to or embody the Work, or any derivative works based on the Work, including but not limited to characters, plot, scenes, settings, attire, and physical characteristics.

1.2.6. “Future Media and Technologies,” including the right to disseminate, use, adapt, or otherwise exploit the Work, or to authorize others to do so, by any means or medium of communication now in existence or hereafter devised.

2. **Author’s Reserved Rights.** All rights in and to the title of the Work, and the characters and settings of the Work are solely and exclusively owned by Author and may be used only with Author’s prior written consent.

3. **Territory.** The rights granted to Publisher in this Agreement may be exploited throughout the world.

4. **Term.** The rights granted to Publisher in this Agreement may be exploited in perpetuity.

## **AUTHOR COMPENSATION**

5. **Advance Against Royalties.** No advance shall be paid for this Work.

6. **Royalties on Publisher’s Editions.** For each copy of the Work published by Publisher under this Agreement, Publisher shall credit Author’s account with a royalty equal to ~~X~~% of Net Revenues from the sale of any and all Net Copies Sold.

6.1. “Net Revenues,” as used in this Agreement, refers to money actually received by Publisher from the sale of copies of the Work, net of returns, after deduction of shipping, customs, insurance, fees and commissions, currency exchange discounts, and costs of collection.

6.2. “Net Copies Sold,” as used in this Agreement, means the sale less returns of any and all copies sold by Publisher through conventional channels of distribution in the book trade,

and does not include promotional and review copies, free Author's copies, or copies for which a royalty rate is otherwise set forth in this Agreement.

6.3. No royalties shall be payable on free copies furnished to Author or on copies for review, sample, or other similar purposes, or on copies destroyed.

7. **Author's Share of Revenue from Licensing of Rights.** Publisher shall credit Author's account with a royalty equal to Author's share, as specified below, of all Net Revenues actually received by Publisher for the exploitation or disposition of any and all rights in the Work by third parties under license from Publisher.

	<b>Author's Share</b>	<b>Publisher's Share</b>
Hardcover Rights	25%	75%
Trade Paperback Rights	25%	75%
Mass Market Paperback Rights	25%	75%
Translation and Foreign Rights	25%	75%
Periodical Publication Rights	50%	50%
Book Club Rights	50%	50%
Photocopying and Facsimile Rights	50%	50%
Microfilm Rights	50%	50%
General Print Publication Rights	25%	75%
Direct-Response Marketing Rights	25%	75%
Audio Rights	50%	50%
Electronic Rights	50%	50%
Dramatic Rights	50%	50%
Reading Rights	50%	50%
Motion Picture and Television Rights	50%	50%
Radio Rights	50%	50%
Commercial Rights	50%	50%
Future Technologies	50%	50%

### **THE MANUSCRIPT**

8. **Delivery of Manuscript.** Author agrees to deliver the manuscript of the Work in the English language, except where another language is specified in the description of the Work at the beginning of this Agreement, in its entirety ("the Manuscript") to the Publisher not later than \_\_\_\_\_ ("the Initial Delivery Date") in the form of (a) a computer-readable file stored on one or more disks in such format(s) and word-processing program(s) as Publisher may specify, and (b) one (1) computer-generated printout of the Work, double-spaced

on 8½-by-11-inch white paper, which Manuscript shall be approximately \_\_\_\_\_ words in length and shall otherwise be acceptable to Publisher in form and content.

9. **Artwork, Permissions, Index, and Other Materials.** Author shall deliver to Publisher, at Author's sole expense, not later than the Initial Delivery Date or such other date(s) as may be designated by Publisher, each of the following:

9.1. Author's bio, delivered no later than the Initial Delivery Date, in the form of a computer-readable file stored on disk in such format and word-processing program as Publisher may specify.

9.2. Author's photograph, delivered no later than the Initial Delivery Date, in the form of (a) a digital image in TIFF format, or (b) a digital image in JPEG format with a minimum picture size of 2048 x 1536 pixels, or (c) a commercially printed photograph no smaller than 4"x6" and no larger than 8"x10" in size. Photographs shall be of Author's head ("Headshot") and deemed appropriate by Publisher.

9.3. Original art, illustrations, maps, charts, photographs, or other artwork (collectively "Artwork"), in a form suitable for reproduction, except where such Artwork is provided by a third party under contract with Publisher.

9.3.1. **Interior artwork.** Artwork shall consist of the items described in Exhibit '\_\_\_\_\_' to this Agreement and such other items as Author and Publisher may jointly agree upon and approve, and the expense of acquiring the Artwork shall be allocated between Author and Publisher according to their mutual agreement.

9.3.1.1. Before publication of Author's final revised and edited manuscript, Author and Publisher shall negotiate interior artwork for the Work in book form that is mutually agreeable to both Author and Publisher. This interior artwork may be from an artist chosen to execute the interior art ("Illustrator"), or the interior artwork may be designed by either Author or Publisher, provided it meets the requirements specified in this paragraph.

9.3.1.2. Author shall notify Publisher in writing of Author's preferences for illustrator, including design by Author or Publisher. If Author fails to approve a choice of illustrator within 30 days or if Illustrator and Publisher can reasonably come to no mutually agreeable terms in the time noted above, then Publisher may, in its sole discretion and opinion, choose the illustrator and the interior artwork.

9.3.1.3. Publisher shall submit a proof or other facsimile of the final revised interior artwork for Author's written approval. On receipt of the final revised interior artwork, Author shall have two (2) weeks to notify Publisher in writing of Author's approval. If Author fails to approve the final revised interior artwork within two (2) weeks, Publisher may, in its sole discretion and opinion, choose the illustrator and the interior artwork.

9.3.2. **Cover artwork.** Artwork shall consist of the items described in Exhibit '\_\_\_\_\_' to this Agreement and such other items as Author and Publisher may jointly agree upon and approve, and the expense of acquiring the Artwork shall be allocated between Author and Publisher according to their mutual agreement.

9.3.2.1. Before publication of Author's final revised and edited manuscript, Author and Publisher shall negotiate a cover design and/or layout for the Work in book form that is mutually agreeable to both Author and Publisher. This cover design and/or

layout may be from an artist chosen to execute the cover artwork (“Cover Artist”), or the cover design and/or layout may be designed by either Author or Publisher, provided it meets the requirements specified in this paragraph.

9.3.2.2. Author shall notify Publisher in writing Author’s preferences for cover artist, including design by Author or Publisher. If Author fails to approve a sample cover within 30 days or if Cover Artist and Publisher can reasonably come to no mutually agreeable terms in the time noted above, then Publisher may, in its sole discretion and opinion, choose the cover artist and the cover artwork.

9.3.2.3. Publisher shall submit a proof or other facsimile of the final revised cover artwork for Author's written approval. On receipt of the final revised cover artwork, Author shall have two (2) weeks to notify Publisher in writing of Author’s approval. If Author fails to approve the final revised cover artwork within two (2) weeks, Publisher may, in its sole discretion and opinion, choose the cover artist and the cover artwork.

9.3.2.4. Alternative cover artwork for any alternative editions of the Work simultaneous to the sale of the edition with cover art chosen by Author shall be mutually agreed upon by both Author and Publisher.

9.3.2.5. Author shall notify Publisher in writing Author’s preferences for alternative cover artwork, including design by Author or Publisher. If Author fails to approve a sample alternative cover within 30 days or if Cover Artist and Publisher can reasonably come to no mutually agreeable terms in the time noted above, then Publisher may, in its sole discretion and opinion, choose the cover artist and alternative cover artwork.

9.3.2.6. Publisher shall submit a proof or other facsimile of the final alternative cover artwork for Author's written approval. On receipt of the final alternative cover artwork, Author shall have two (2) weeks to notify Publisher in writing of Author’s approval. If Author fails to approve the final alternative cover artwork within two (2) weeks, Publisher may, in its sole discretion and opinion, choose the cover artist and the alternative cover artwork.

9.4. An index, bibliography, table of contents, foreword, introduction, preface, or similar matter, if applicable to the specific Work (“Frontmatter” and “Backmatter”).

9.5. Written authorizations and permissions for the use of any copyrighted or other proprietary materials (including but not limited to Artwork, Frontmatter, and/or Backmatter) owned by any third party which appear in the Work and written releases or consents by any person or entity described, quoted, or depicted in the Work (collectively, “Permissions”).

9.6. If Author fails or refuses to deliver the Artwork, Backmatter, Frontmatter, Permissions, or other material required to be delivered by Author under this Agreement, Publisher shall have the right, but not the obligation, to acquire or prepare such any and all such matter, or to engage a person with skill and/or experience deemed acceptable by Publisher to do so, and Author shall reimburse Publisher within thirty (30) days for all reasonable costs and expenses incurred by Publisher in doing so.

9.7. Author acknowledges and confirms that Publisher shall have no liability of any kind for the loss or destruction of the Manuscript, Artwork, Frontmatter, Backmatter, or any other documents or materials provided by Author to Publisher, and agrees to make and maintain copies of all such documents and materials for use in the event of such loss or destruction.

10. **Publisher's Rights on Delivery.** If Publisher, in its sole discretion, deems the Manuscript, Artwork, Frontmatter and/or Backmatter, Permissions and/or any other materials delivered by Author under this Agreement to be unacceptable in form or substance, then Publisher shall so advise Author by written notice, and Author shall have the opportunity to cure any defects and generally revise, edit, correct, and/or supplement the Manuscript, Artwork, Frontmatter and/or Backmatter, Permissions and/or other materials to the satisfaction of Publisher, and deliver fully revised, edited, corrected and/or supplemented Manuscript, Artwork, Frontmatter and/or Backmatter, Permissions and/or other materials no later than sixty (60) days after receipt of Publisher's notice ("the Final Delivery Date"). If such revised, edited, corrected and/or supplemented materials are not delivered in a timely manner, or if they are deemed unsatisfactory in form or substance by Publisher, then Publisher shall have the unqualified right to terminate this Agreement without further obligation to Author. Publisher shall do so by informing Author by letter sent by traceable mail to the address of Author set forth above. Upon termination by Publisher, all rights granted to Publisher under this Agreement shall revert to Author.

11. **Termination for Nondelivery or Unsatisfactory Delivery.** If Author fails to deliver the Manuscript, Artwork, Frontmatter and/or Backmatter, Permissions, and/or other materials required under this Agreement, and/or any revisions and corrections thereof as requested by Publisher, on the dates agreed to by Author and Publisher, or if Author fails to do so in a form and substance satisfactory to Publisher, then Publisher shall have the right to terminate this Agreement by so informing Author by letter sent by traceable mail to the address of Author set forth above. Upon termination by Publisher, all rights granted to Publisher under this Agreement shall revert to Author.

## PUBLICATION

12. **Editing Format.** Publisher shall have the right to edit and revise the Work for any and all uses contemplated under this Agreement, provided that the meaning of the Work is not materially altered. Publisher shall also have the right to make any changes in the Work as advised by Publisher's counsel. Publisher agrees that Author shall have the right to review, comment, and approve or disapprove any changes made in the text of the manuscript except for routine copyediting and correction of grammar and spelling. Notwithstanding any editorial changes or revisions by Publisher, Author's warranties and indemnities under this Agreement shall remain in full force and effect.

13. **Title.** Publisher agrees that Author shall have the right to review, comment, and approve or disapprove the title of the Work. Author shall notify Publisher in writing of Author's preferences for title of the Work. If Author fails to approve a choice of title within 30 days or if Author and Publisher can come to no mutually agreeable terms in the time noted above, then Publisher may, in its sole discretion and opinion, choose the title.

14. **Publication Format.** Publisher shall have the right to manufacture, distribute, advertise, promote, and publish the Work in a style and manner that Publisher deems appropriate, including typesetting, paper, printing, binding, imprint, title, and price.

15. **Proofs.** Publisher shall furnish Author with a proof of the Work. Author agrees to read, correct, and return all page proofs, artwork, maps, charts, and other graphic material including

the cover design and/or layout within fourteen (14) calendar days after receipt thereof. If any changes in the proof sheets or the printing plates (other than corrections of printer's errors) are made at Author's request or with Author's consent, then the cost of such changes in excess of 5% of the cost of typesetting or the cost of a digital text block fee (exclusive of the cost of setting corrections) shall be paid by Author. If Author fails to return the corrected page proofs within the time set forth above, Publisher may publish the Work without Author's approval of the page proofs.

16. **Time of Publication.** Publisher agrees that the Work, if published, shall be published within twenty-four (24) months of the Final Delivery Date, except as the date of publication may be extended by forces beyond Publisher's control. The date of publication as designated by Publisher, but not later than the date of first delivery of bound volumes, shall be the "Publication Date" for all purposes under this Agreement.

17. **Author's Copies.** Publisher shall provide Author with five (5) copies, free of charge, of each edition of the Work published by Publisher. Author shall be permitted to purchase additional copies of the Work, at the normal dealer discount, to be paid upon receipt of the Publisher's invoice, for Author's personal use and not for resale, except at promotional events attended by Author for the purposes of promoting the Work, such as book signings, speaking engagements, and interviews.

18. **Advertising and Promotion.** Publisher shall have the right to determine the time, place, method, and manner of advertising, promotion and other exploitation of the Work, except as Author and Publisher may set forth in a writing signed by both parties.

19. **Author's Appearances.** For any promotional events arranged by Publisher at which Author's presence is requested, Publisher will secure Author's availability a minimum of thirty (30) days in advance. Author retains the right to decline any or all appearances for personal or financial reasons.

19.1. Author has the right to act alone in securing appearances at promotional events, including but not limited to book signings, speaking engagements, and interviews, and agrees to notify Publisher of such promotional events at least fourteen (14) days in advance wherever possible, and where not possible, immediately after Author secures said appearance(s).

20. **Use of Author's Name and Likeness.** Publisher shall have the right to use, and to license others to use, Author's approved name, image, likeness, and biographical material for advertising, promotion, and other exploitation of the Work and the other rights granted under this Agreement.

21. **Revisions.** Author agrees to revise the Work as Publisher may deem appropriate during the effective term of this Agreement. The provisions of this Agreement shall apply to each revision of the Work by Author, which shall be considered a separate work, except that the manuscript of each such revision shall be delivered to Publisher within a reasonable time after Publisher's request for such revision.

21.1. If Author fails to provide the manuscript of a revision of the Work which is acceptable to Publisher, or should the Author be deceased, then Publisher shall have the right, but not the obligation, to make such revisions, or engage a person with skills and/or experience deemed acceptable by Publisher to make such revisions, and Author shall reimburse Publisher

for all its actual costs of making such revisions. Publisher agrees to practice due diligence to keep all costs reasonable.

21.2. If Publisher engages one or more persons to make such revisions and such revisions change more than 5% of the Work, then Publisher, in its sole discretion, may afford appropriate credit to such person(s). In this case, Author shall always be credited as the first-named author, and shall always be entitled to no less than 5% of the base royalties under this Agreement, on any and all revised editions of the Work, whether or not Author participates in any such revisions.

## COPYRIGHT

22. **Copyright Notice and Registration.** Publisher shall, in all versions of the Work published by Publisher under this Agreement, place a notice of copyright in the name of Author in a form and place that Publisher reasonably believes to comply with the requirements of the United States copyright law, and shall apply for registration of such copyright(s) in the name of Author in the United States Copyright Office within ninety (90) days of publication of each edition. Publisher shall have the right, but not the obligation, to apply for registration of copyright(s) in the Work as published by Publisher elsewhere in the world. Nothing contained in this section shall be construed as limiting, modifying, or otherwise affecting any of the rights granted to Publisher under this Agreement.

23. **Additional Documents.** Author shall execute and deliver to Publisher any and all documents that Publisher deems necessary or appropriate to evidence or effectuate the rights granted in this Agreement, including but not limited to the Instrument of Recordation attached hereto as an Exhibit to this Agreement.

24. **Copyright Infringement.** If, at any time during the term of this Agreement, a claim shall arise for infringement or unfair competition as to any of the rights that are the subject of this Agreement, the parties may proceed jointly or separately to prosecute an action based on such claims. If the parties proceed jointly, the expenses (including attorney's fees) and recovery, if any, shall be shared equally by the parties and they shall enter into an additional agreement regarding their rights and obligations as they pertain to that action. If the parties do not proceed jointly, either or both parties shall have the right to proceed separately, and if so, such party shall bear the costs of litigation and shall own and retain any and all recovery resulting from such litigation. If the party proceeding separately does not hold the record title of the copyright at issue, the other party hereby consents that the action be brought in his, her, or its name. Notwithstanding the foregoing, Publisher has no obligation to initiate litigation on such claims, and shall not be liable for any failure to do so.

## ACCOUNTING

25. **Accounting.** Publisher shall render to Author a statement of Net Units sold and Net Revenues from sale of Publisher's editions and other exploitation and disposition of rights to the Work, and other credits and debits relating to the Work and the rights granted in this Agreement, and pay Author any amount(s) then owing, for each six-month accounting period, not later than

thirty (30) days following the close of such period, beginning six (6) months from the Publication Date.

25.1. As used herein, "Net Units" shall refer to copies of the Work in any Publisher's edition actually sold and delivered, net of returns, damaged or spoiled copies, and promotional and Author's free copies.

25.2. Publisher shall have the right to debit the account of Author for any overpayment of royalties, and any and all costs, charges, or expenses, which Author is required to pay or reimburse Publisher under this Agreement, and any amounts owing Publisher under any other agreement between Publisher and Author.

26. **Reserve Against Returns.** Publisher shall have the right to allow for a reasonable reserve against returns. If royalties have been paid on copies that are thereafter returned, then Publisher shall have the right to deduct the amount of such royalties on such returned copies from any future payments under this or any other Agreement.

27. **Audit Rights.** Author shall have the right, upon reasonable notice and during usual business hours but not more than once each year, to engage a certified public accountant to examine the books and records of Publisher relating to the Work at the place where such records are regularly maintained. Any such examination shall be at the sole cost of the Author, and may not be made by any person acting on a contingent fee basis. Statements rendered under this Agreement shall be final and binding upon Author unless Author sets forth the specific objections in writing and the basis for such objections within six (6) months after the date the statement was rendered.

## **WARRANTIES, REPRESENTATIONS, AND INDEMNITIES**

28. **Author's Representations and Warranties.** Author represents and warrants to Publisher that: (i) the Work is not in the public domain; (ii) Author is the sole proprietor of the Work and has full power and authority, free of any rights of any nature whatsoever by any other person, to enter into this Agreement and to grant the rights which are granted to Publisher in this Agreement; (iii) the Work has not heretofore been published, in whole or in part, in any form; (iv) the Work does not, and if published will not, infringe upon any copyright, trademark, or any other intellectual property rights or other proprietary rights of any third party; (v) the Work contains no matter whatsoever that is considered obscene by generally accepted definitions, libelous, violative of any third party's right of privacy or publicity, or otherwise in contravention of law or the right of any third party; (vi) all statements of fact in the Work are true and based on diligent research; (vii) all advice and instruction in the Work is safe and sound, and is not negligent or defective in any manner; (viii) the Work, if biographical or "as told to" Author, is authentic and accurate; and (ix) Author will not hereafter enter into any agreement or understanding with any person or entity which might conflict with the rights granted to Publisher under this Agreement.

29. **Author's Indemnity of Publisher.** Author shall indemnify, defend, and hold harmless Publisher, its subsidiaries and affiliates, and their respective shareholders, officers, directors, employees, partners, associates, affiliates, joint venturers, agents, and representatives, from any and all legal claims, debts, demands, suits, actions, proceedings, and/or prosecutions ("Claims") based on allegations which, if true, would constitute a breach of any of the foregoing warranties

and representations or any other obligation of Author under this Agreement, and any and all liabilities, losses, expenses (including attorneys' fees and costs) and damages in consequence thereof.

29.1. Each party to this Agreement shall give prompt notice in writing to the other party of any Claims.

29.2. In the event of any Claims, Publisher shall have the right to suspend payments otherwise due to Author under the terms of this Agreement as security for Author's obligations under this section.

29.3. No compromise or settlement of any Claims at the Author's expense shall be made or entered into without the prior written approval of Author, such approval not to be unreasonably withheld.

29.4. Author's warranties, representations, and indemnities as set forth in this Agreement shall extend to any person or entity against whom any Claims are asserted by reason of the exploitation of the rights granted by Author in this Agreement, as if such warranties, representations, and indemnities were originally made to such third parties.

29.5. All such warranties, representations, and indemnities shall survive the termination or expiration of this Agreement.

### **OPTIONS, NONCOMPETITION, AND OTHER RIGHTS AND RESTRICTIONS**

30. **Option on Author's Next Work.** Publisher shall have the right of first refusal in the acquisition of Author's next complete work on the same terms and conditions set forth in this Agreement. Author shall submit a complete manuscript to Publisher before submitting the work to any other publisher, and Publisher shall have a period of sixty (60) days in which to review the submission and determine whether or not to exercise the option. The sixty (60) day period described above shall not begin to run earlier than ninety (90) days after the publication of the Work. If Publisher declines to exercise its option, then Author may submit the work to other publishers or otherwise dispose of the work.

31. **Reservation of Rights.** All rights in the Work not expressly granted to Publisher under this Agreement are wholly and exclusively reserved to Author.

32. **Author's Noncompetition.** During the duration of this Agreement, Author shall not prepare, publish, or participate in the preparation or publication of, any competing work that is substantially similar to the Work, or which is likely to injure the sales of the Work.

33. **Title and Series Rights.** Publisher reserves all rights in and to the series title, if any, logotype, trademark, trade dress, format, and other features of the Work as published and promoted by Publisher. Publisher acknowledges and agrees that all rights in and to the author's pseudonym, the title of the Work (excluding series title, if any), and the characters and settings in the Work are solely and exclusively owned by Author and may be used only with Author's prior written consent. Author shall enjoy the right of first negotiation and last refusal to participate as author in any sequels or 'prequels,' new or additional titles in a series, or related works.

## CESSATION OF PUBLICATION

34. **Remainders.** If Publisher determines that there is not sufficient demand for the Work to enable it to continue its publication and sale profitably, the Publisher may dispose of the copies remaining on hand as it deems best. In such event, Author shall have the right, within two (2) weeks of the giving of written notice by Publisher, to a single purchase of some or all of such copies at the best available price, and the purchase of film and plates at Publisher's actual cost of manufacture. If Author declines to purchase such copies or other materials, Publisher may dispose of them and shall pay Author, in lieu of royalties or any other amounts otherwise payable under this Agreement, a sum equal to 5% of the amounts actually received by Publisher in excess of the cost of manufacture.

35. **Reversion of Rights.** If the Work goes out of print in all Publisher's editions, Author shall have the right to request that Publisher reprint or cause a licensee to reprint the Work. Publisher shall have twelve (12) months after receipt of any such written request from Author to comply, unless prevented from doing so by circumstances beyond Publisher's control. If Publisher declines to reprint the work as described above, or if Publisher agrees to reprint the Work but fails to do so within the time allowed, then Author may terminate this Agreement upon sixty (60) days' notice in writing. Upon such termination, all rights granted under this Agreement, except the right to dispose of existing stock, shall revert to Author, subject to all rights which may have been granted by Publisher to third parties under this Agreement, and Publisher shall have no further obligations or liabilities to Author except that Author's earned royalties shall be paid when and as due. The Work shall not be deemed out of print within the meaning of this section so long as the Work is listed in the current catalog of Publisher or its licensee, and is available for sale either from stock in Publisher's, distributor's or licensee's warehouse, or in regular sales channels, including but not limited to ordinary channels of distribution in the book trade and Internet merchants who order directly from Publisher, its distributors, printers, or licensees.

36. **Rights Surviving Termination.** Upon the expiration or termination of this Agreement, any rights reverting to Author shall be subject to all licenses and other grants of rights made by Publisher to third parties pursuant to this Agreement. Any and all rights of Publisher under such licenses and grants of rights, and all warranties, representations, and indemnities of Author, shall survive the expiration or termination of this Agreement.

## GENERAL PROVISIONS

37. **Right to Withdraw Offer.** Publisher shall have the right to withdraw its offer of agreement at any time prior to the delivery of this Agreement to and execution of this Agreement by Publisher.

38. **Counterparts.** This Agreement may be signed in counterparts, and if so, the counterparts bearing the signatures of all parties shall be deemed to constitute one binding agreement.

39. **Advice of Counsel.** Author acknowledges that Publisher has explained that he or she is entitled to seek the advice and counsel of an attorney or other counselor of Author's choice before agreeing to the terms set forth in this Agreement, and Publisher has encouraged Author to do so. Author acknowledges that, in the event Author signs this Agreement without seeking the

advice of an attorney or other counselor, it is because Author has decided to forego such advice and counsel.

40. **Entire Agreement.** Publisher and Author acknowledge that they have communicated with each other by letter, telephone, e-mail, and/or in person in negotiating this Agreement. However, Author and Publisher acknowledge and agree that this Agreement supersedes and replaces all other communications between Author and Publisher, and represents the complete and entire agreement of Author and Publisher regarding the Work.

41. **Modifications and Waiver.** This Agreement may not be modified or altered except by a written instrument signed by both parties. No waiver of any term or condition of this Agreement, or of any breach of this Agreement or any portion thereof, shall be deemed a waiver of any other term, condition, or breach of this Agreement or any portion thereof.

42. **No Employment or Other Relationship.** The parties acknowledge and agree that this Agreement is an arm's length transaction between independently contracting parties, and no partnership, joint venture, trust, employer-employee relationship, or other legal or fiduciary relationship is created between them.

43. **Multiple Authors.** Whenever the term "Author" refers to more than one person, such persons will be jointly and severally responsible for all duties, obligations, and covenants under this Agreement, meaning that each author shall bear all responsibilities outlined in this Agreement, and shall share equally in all royalties and other amounts to be paid under this Agreement, unless otherwise specified in a writing signed by all parties.

44. **Force Majeure.** Publisher's and Author's obligations under this Agreement shall be extended by a period equal to any period of force majeure plus an additional fourteen (14) days that prevents Publisher or Author from performing such obligations.

45. **Notices.** Any written notice or delivery under any of the provisions of this Agreement shall be deemed to have been properly made by delivery in person to Author, or by mailing via traceable mail to the address(es) set forth in the Recitals and General Provisions above, except as the address(es) may be changed by notice in writing and attached to this Agreement. Author and Publisher agree to accept service of process by mail at such address.

46. **Binding on Successors.** This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of Author, and the successors, assigns, and licensees of Publisher. No assignment by Author shall be made without prior written consent of Publisher except in the execution of Author's will upon Author's death.

47. **Future Organization of Publisher.** Publisher is free to assign all rights and delegate all duties under this Agreement to a corporation, limited liability company, or other legal entity to be formed by Publisher. If and when assigned to such corporation or other legal entity, Author agrees to look to such legal entity alone and not to Sheyna Galyan as an individual for performance of all obligations of Publisher under this Agreement.

48. **Applicable Law.** Regardless of the place of its physical execution, this Agreement shall be interpreted, construed, and governed in all respects by the laws of the State of Minnesota and the courts there shall have jurisdiction over all actions arising from it.

49. **Arbitration.** If any dispute shall arise between Author and Publisher regarding this Agreement, such dispute shall be referred to binding private arbitration in St. Paul, Minnesota, in

accordance with the Rules of the American Arbitration Association, and any arbitration award shall be fully enforceable as a judgment in any court of competent jurisdiction. Notwithstanding the foregoing, the parties shall have the right to conduct reasonable discovery as permitted by the arbitrator(s) and the right to seek temporary, preliminary, and permanent injunctive relief in any court of competent jurisdiction during the pendency of the arbitration or to enforce the terms of an arbitration award.

50. **Attorneys' Fees.** In any action on this Agreement, including litigation and arbitration, the losing party shall pay all attorney's fees and costs incurred by the prevailing party.

51. **Bankruptcy.** If a petition in bankruptcy or a petition for reorganization is filed by or against Publisher, or if Publisher makes an assignment for the benefit of creditors, or if Publisher liquidates its business for any cause whatsoever, Publisher will notify Author in writing within sixty (60) days of such action and Author may terminate this Agreement by written notice within sixty (60) days after any of the foregoing events, and all rights granted to Publisher by Author shall thereupon revert to Author.

52. **Riders and Exhibits.** This Agreement consists of paragraphs 1 through 53, and the following Exhibit(s) and Rider(s), if any:

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53. **Signature Block.**

IN WITNESS WHEREOF, Author and Publisher have executed this Agreement as of the Effective Date.

“AUTHOR”

*Author's full name*

“PUBLISHER”

*Yaldah Publishing*

By: \_\_\_\_\_

Title: \_\_\_\_\_

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(Signature of AUTHOR)

ADDRESS CHANGE NOTIFICATION

This **Address Change Notification** is effective as of \_\_\_\_\_, and modifies only Author’s primary residence address in the signed Agreement dated \_\_\_\_\_, between Author and Publisher.

AUTHOR:

**AUTHOR NAME**

New primary residence:

\_\_\_\_\_  
Address 1

\_\_\_\_\_  
Address 2

\_\_\_\_\_  
City, State, Zip/Postal Code

\_\_\_\_\_  
Country

**Signature Block.**

IN WITNESS WHEREOF, Author and Publisher have executed this Address Change Notification as of the Effective Date.

“AUTHOR”  
*Author’s full name*

“PUBLISHER”  
*Yaldah Publishing*

\_\_\_\_\_  
(Signature of AUTHOR)

By: \_\_\_\_\_

Title: \_\_\_\_\_