

# Publishing Agreement

An agreement made the ..... Day of ..... 20.....

BETWEEN

Legal name .....

Who, if a pen name is used, writes under the pen name of

.....

Hereinafter called “the Author”, whose address is

Line 1 .....

Line 2 .....

Line 3 .....

Town .....

County .....

Postcode .....

Country .....

And

Selfishgenie Publishing, hereinafter called “the Publisher” whose principle place of business is 15b Bell Lane, Byfield, Daventry, Northamptonshire, NN11 6US, United Kingdom.

## WHEREAS:

Then author wishes for the publisher to publish their book or books, hereinafter called singularly “Title” or “Work”, or collectively “Titles” or “Works”, as specified in Appendix A attached and such future Titles as may be agreed in writing or electronic mail, hereinafter referred to as e-mail.

### 1. License to publish

The Author hereby grants and assigns to the Publisher the exclusive rights to publish, store, use, transmit, distribute, license and sell their Works in electronic and print form in all languages throughout the world. A list of Works to be published is attached as Appendix A however the list may be altered (deletions, additions or changes of title) by mutual consent in writing or via e-mail.

At all times the Author remains the owner of the Work to be published and their right to be credited as the originator of the work is recognised.

## **2. Determination of media**

The Author grants the Publisher the right to determine the best media for publication, be it as an electronic book (eBook), a paperback book, a hard back book or via any other electronic or physical form including, but not limited to audio books, braille publications, part works and magazine articles.

## **3. Paperback option**

a. The Publisher has the option of publishing the Work as a paperback book and may choose to do so if sales of the eBook version are successful. Such determination of success to be solely determined by the Publisher.

b. If the Author wants the publisher to publish in paperback format without regard to eBook sales or if the Author wants a paperback published instead of an eBook the Publisher will do so if the Author pays a fee for the work involved in paperback editing and pre-production costs. The fee will be agreed separately in writing or via e-mail and will be payable in advance of the work being undertaken. 50% of the fee may be recouped by the Author; see item 13 of this agreement.

c. If the Author wishes to take advantage of the “paperback Option” then Appendix C should be completed, but it may be completed at any time after the signing of this agreement and before the work is undertaken.

## **4. Term**

a. This agreement shall run for three (3) years from the date of the agreement and for three (3) years after the date of publication of any Title, whichever is the later. When a Title is published in both electronic and print formats they will each be considered as a separate Title under this agreement.

b. This agreement as it pertains to any individual Title will automatically be renewed for one (1) year terms if neither party gives at least thirty (30) days advance written notice transmitted via e-mail or standard mail prior to the end of the current term.

## **5. Representation and warranties**

- a. The Author represents that they are the sole owner of the Works and that the Works to the best of their knowledge do not contain any libellous material and do not violate the civil rights of any person or persons, do not infringe any existing copyright and have not heretofore been published in book or eBook form excepting where the Author has previously published or caused to be published the Works but has retained full title thereto. This includes manuscript, pictures, images, drawings and any other materials submitted to the Publisher and included in the Works.
- b. The Author shall hold harmless and indemnify the publisher from any recovery finally sustained by reason of any violations of copyright or other property of personal right provided, however, that the Publisher shall with all reasonable promptness notify the Author of any claim or suit which may involve the warranties of the Author hereunder; and the Author agrees fully to cooperate in the defence thereof.
- c. The Author is of legal age and has the full power, authority and right to enter into this Publishing Agreement.
- d. This Agreement does not conflict with any other contracts, understandings, or arrangements between the Author and any other person or entity.
- e. The Works are not in the public domain and are entirely original except for portions thereof for which legally effective written licenses or permissions have been secured.
- f. The Works as submitted, and their publication by the Publisher, do not and will not violate or infringe upon any personal or proprietary rights, including without limitation copyrights, trademark rights, trade secret rights, contract rights, privacy rights, or publicity rights of any other persons and entities.
- g. The Works and all rights therein are free of liens, claims, interests or rights in others of any kind.
- h. The Publisher shall not have any legal responsibility for the Author's Works.
- i. The Works are not defamatory or obscene, or in any other way illegal and any instructions or recommendations contained in the Works are not and will not be injurious to any reader, user, or third person.
- j. All information submitted to the Publisher is entirely accurate to the best knowledge of the Author.

## **6. Editing and proofreading**

a. The editing process is a collaboration between the Author and the Publisher aimed at achieving a satisfactory standard for the Work in readiness for publication as an eBook. The process is ended when a final version of the Work is agreed in writing or by e-mail. The Publisher reserves the right to refuse publication of any Work if, in his judgment, a satisfactory standard for the Work cannot be achieved in a timely manner or within twelve (12) calendar months of the start of the editing process. The Publisher will notify the Author of said start date in writing or by e-mail at the commencement of the editing process.

b. The Publisher shall make no changes in, additions to, or eliminations from the manuscript without the consent of the Author, and in order to obtain such consent, shall submit the copy-edited manuscript to the Author for their approval. The Author agrees to return such proof to the Publisher with their corrections within thirty (30) days of the receipt thereof by him. Editing and approval will normally be transmitted via e-mail.

c. The Publisher will not be held responsible for errors in the Works including, but not limited to, spelling errors, grammar, punctuation, style, page numbering, corrupted files, computer formatting errors, and missing fonts.

d. The Publisher will make no charge for editing services for eBooks. All costs will be taken at risk by the Publisher and will be recouped from his share of the net royalties (see item 13). This will include any costs incurred for updating, amending or re-issuing versions of the Work in eBook format.

## **7. Paperback and hardback books**

If Works are produced as a paperback or hardback book then the Publisher at their own expense will lodge a copy with the British Library in accordance with the Legal Deposit Libraries Act 2003.

## **8. Paperback and hardback book sales to author**

If the Author wishes to buy copies of the Works that have been published as paperback or hardback books from the Publisher, they will be sold to the Author at a price that will be set by the Publisher. The Author will also be required to pay any postage and packaging costs involved in the delivery of the copies.

## **9. Marketing**

a. The publisher reserves the right to market the Works using whatever marketing methods seem appropriate worldwide. No charge is made to the author for these marketing methods. Marketing may be carried out or not carried out at the discretion of the Publisher.

b. Any special or unusual or extra marketing which the Publisher and Author agree together may be funded by the Publisher and then deducted from the net income received from the Works before Royalties are distributed to the Author. Any such marketing and the costs involved will be agreed in writing or email between the Author and the Publisher before any such marketing commences.

c. The Author is allowed and encouraged to independently market the Works either themselves or via the engagement of outside agencies. The Author will not do anything or commission to be done anything that would bring the Works or the Publisher into disrepute. The Author is solely liable for any costs and any responsibilities arising for actions they independently perform.

## **10. Cover Design**

a. The following options are available for the provision of cover designs:

- i. The Author may provide a cover image or commission a cover to be designed as long as it meets the Publisher's technical requirements and is also copyright and royalty free.
- ii. eBook, paperback and hardback book cover and dust jackets will be created free of charge by the Publisher using images that they have in their library or are otherwise copyright and royalty free.
- iii. The Publisher will purchase a graphic image (or images) from an image library and the Author will pay for said image (or images). No image will be purchased on the Author's behalf without their written approval.

b. The Author will communicate their option choice to the Publisher in writing or e-mail prior to the Work being published.

c. Any cover design created by the Publisher will remain the intellectual property of the Publisher. In the event of any reversion or termination of this agreement (see Section 16) the Author may purchase the intellectual property rights for the cover design at a price to be agreed at the time of reversion or termination.

## **11. Time to publication**

The Publisher agrees to publish Titles in a timely manner and unless agreed otherwise by both Publisher and Author publication will take place within three months of agreement of edited manuscript and agreed cover design. Should the Publisher fail after six months to publish or choose to not publish any individual Title then the rights to that Title shall revert to the Author should the Author so wish.

## **12. Pricing**

- a. The Publisher shall price the Works as they choose and may adjust the price of any title in order to try and maximize distribution or sales or profitability.
- b. The Publisher retains the right to establish the discounted price to all purchasers, including, but not limited to distributors, bookstores, schools, libraries, and quantity purchasers.
- c. The Publisher has the right to provide the Works without charge through revenue sharing programs such as Amazon's KDP Select or to do any other thing which they feel will increase the distribution or the sales of the Works.
- d. The Publisher has the right to offer the Works without charge to encourage market share. The Publisher may offer discount vouchers or use any other means to increase awareness of the Works.
- e. The Author has the right to request copies of paperback versions of the book for use in promotional campaigns or to sell on their own behalf but is required to purchase these copies from the Publisher.

## **13. Royalties and Licenses**

- a. The Publisher shall pay to the Author or their duly authorized representatives, the following royalties: Fifty percent (50%) of the net income derived from the Works, hereafter known as “Royalties”.
- b. Net income is the income that the Publisher actually receives from sales of the Works, less any previously agreed marketing or publishing costs.
- c. If the Author has paid a fee to the Publisher for the Works to be produced as a paperback then the Author will receive 100% of the net income derived from the Works until that income equals the fee previously paid. Thus reimbursing the Author of half the fee paid.
- d. The Author or their duly authorized representatives shall have the right upon written request to examine the books of account of the Publisher insofar as they relate to the Author's Works. Such examination shall be at the cost of the Author unless errors of accounting amounting to two percent (2%) or more of the total sum paid to the Author shall be found to their disadvantage, in which case the cost shall be borne by the Publisher.
- e. Royalties will be paid to the UK bank account or Paypal account at the email address specified in Appendix B. It is the responsibility of the Author to provide the Publisher with accurate and up-to-date information regarding the account to which royalties are to be paid.

#### **14. Overpayment**

In all instances in which the Author shall have received an overpayment of monies under the terms here of the Publisher may deduct such over payment from any further sums pay able to the Author in respect to the Works.

#### **15. Statements and Payments**

- a. The Publisher agrees to render statements with each payment to the author showing an account of sales.
- b. Payments will be paid by the later of either monthly or when the balance due to the author equals or exceeds £200 (UK Sterling).

#### **16. Reversion and Termination**

- a. If the Publisher shall, during the existence of this agreement, default in the making of payments as herein provided and shall neglect or refuse to make such payments then 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 monies which may have accrued under this agreement or to any other rights and remedies to which the Author may be entitled.
- b. Upon the termination of this agreement all rights granted to the Publisher shall revert to the Author for their use.

#### **17. Bankruptcy and Insolvency**

If a petition in bankruptcy shall be filed by or against the Publisher, or if it shall be adjudged 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.

## **18. Subsidiary Rights**

- a. The Author grants to the Publisher the rights in all languages and throughout the world to:
- i. Reprint a Title or Titles and selections or shortened versions in anthologies and other volumes;
  - ii. Serial and reprint rights of selections or shortened versions in any magazine or newspaper or website;
  - iii. Reproduction of the text for the physically handicapped in forms suitable for their use.
  - iv. Grant to others for a fee the reprint rights to the authors works based on geographic area or other criteria.
- b. The Author will receive 50% of all net income received from the sale of the above rights or materials produced under those rights. The Publisher shall have the sole right to negotiate and sign contracts, in regard to these rights, provided it has consulted with the Author. The Publisher may publish or permit others to publish, free of charge, such brief selections as it thinks proper to benefit the sale of the Work,

## **19. Transfer of Ownership Rights**

- a. The Author may, at any time during the term of this agreement, transfer the ownership of their Work to the Publisher on payment of a fixed fee agreed in writing or by e-mail by both parties.
- b. At all times the Author will retain their right to be credited as the originator of the Work, regardless of the format in which the work is used.
- c. The transfer of ownership rights may be in perpetuity or may be for a time limited period and will be subject to a separate agreement signed by both parties. That agreement will detail which rights are being sold or transferred.

## **20. Reserved Rights**

All rights to the Works or which may hereafter come into existence, not specifically herein granted are reserved to the Author for their 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 and summaries of the Works thereof, not to exceed two thousand (2,000) words in length.



## **21. Assignment**

No assignment of this contract, voluntary or by operation Of law, shall be binding upon either of the parties without the written consent of the other; provided, however, that the Author may assign or transfer any monies due or to become due under this agreement.

## **22. Loss of Works**

The Publisher is not and will not be liable to the author for any misplacement or loss of any or all of the Works for any reason.

## **23. Arbitration**

Any controversy or claim arising out of this agreement or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining. Such arbitration shall be held in the County of Northamptonshire in England unless otherwise agreed by the parties. The Author may, at their option, in the case of failure to pay royalties, refuse to arbitrate, and pursue their legal remedies.

## **24. 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 in paper or by electronic means to the parties hereto at the addresses set forth above, except as the addresses may be changed by notice in writing provided, however, that notices of termination shall be sent by registered mail.

## **25. Waiver**

A waiver of any breach of this agreement or of any of the terms or conditions by either party there to shall not be deemed a waiver of any repetition of such breach or in any wise affect any other terms or conditions hereof; no waiver shall be valid or binding unless it shall be in writing, and signed by the parties.

## **26. 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 therefore. Money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall belong to the Author, provided, however, that any money damages recovered on account of a loss of the Publisher's profits shall be divided equally between the Author and the Publisher. 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 their own name and at their own cost and expense

**27. Law**

This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England. If any provision of this agreement or any portion thereof is held to be invalid and unenforceable then the remainder of this agreement shall nevertheless remain in full force and effect.

**28. Inheritance**

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

**29. Alteration**

This agreement may not be modified, altered or changed except by an instrument in writing signed by the Author and the Publisher. For and on behalf of the, Publisher:

For and on behalf of the Publisher:

Signed .....  
(Robert John Cubitt, Selfishgenie Publishing)

Date .....

For and on behalf of the Author

Signed .....

Date .....

NON UK AUTHORS: Re your rights to enter into a contract please enter below your date of birth and attach to this agreement a copy of your Passport or Driving Licence or some other document that validates you are an adult.

Date of Birth .....

## Appendix A

The following is the list of Titles that are described in the agreement as the “Works:

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.....  
.....

This list may be extended by the addition of agreement in writing or by e-mail for additional Titles to be published.

If any of the above have been previously published please give the following information:

Title	Date Published	Publisher	ISBN

## Appendix B

ALL AUTHORS :

For payment of royalties, please enter below, your UK bank account details or if you do not have a UK account, your email for transmission of funds via Paypal

Bank name	
Account name	
Account number	
Sort code	- -
Your e-mail	

If no UK bank account is available and you are not able to receive funds via Paypal then payment can be made to an overseas bank however the Author will be liable for all international bank transfer charges. If you wish to be paid in this manner, please tick the box below and provide details of your bank.

I (the Author) am willing to be paid to the below account with bank fees deducted from my payment

Bank name	
Bank address	
IBAN (International bank account number)	
BIC (Banking Identifier Code) or SWIFT code or clearing code	
Your e-mail	

## Appendix C

Paperback - Paid editing and pre-production costs option.

As agreed via email, the work..... will be prepared as a paperback.

The paperback will be edited and ready for publication by no later than  
the.....(Date)

The fee for the work will be ..... The amount is payable to Selfishgenie Publishing.

The fee must be received in full by the publishers by ..... (Date)

I agree to the above for preparation of a paperback version of my work.

For and on behalf of the Author:

Signed .....

Dated .....