

AGREEMENT FOR THE PRODUCTION, PRINTING,  
DISTRIBUTION AND SALE OF MANUSCRIPT

This AGREEMENT (hereinafter “Contract”) for the publishing of the work entitled My Adventures in Publishing (the “Work”) is between Independent Publisher Services, LLC (“hereinafter “IPS”) and Sample Publisher, whose address and phone number are 999 Main Street Highland, IN 55544 (217)555-1212, (hereinafter “Author”). It is effective (the “Effective Date”) on the date it is accepted by IPS.

**Author’s Obligations and Representations:**

**1. Ownership of Work**

Except for the rights granted IPS, the Author shall retain all ownership, interest, and rights in the Work. The Author has the right to have the work published by others, but shall not be entitled to use IPS’s name or ISBN assignment(s).

**2. Grant of Right, Title, and Interest**

(a) The Author grants to IPS, its sub-licensees, successors, representatives, and assigns, a NON-EXCLUSIVE right to:

- (1) reproduce, distribute, perform, and/or display the Work in all forms and formats, including but not limited to hardcover, softcover and electronic;
- (2) authorize, others to perform any of the above action on behalf of IPS;
- (3) the right to store and transmit digital copies of the Work to facilitate publication, distribution and sale of the Work;
- (4) publish the Work in all other languages and countries throughout the world;
- (5) reproduce, perform, display and copy in all forms and formats, the cover art, interior and exterior images, designs, illustrations and concepts, author’s photograph, summaries, quotes, testimonials and author’s biography;
- (6) provide bibliographic data for the Work to Bowker’s Books in Print and other industry databases.

**3. Delivery of Materials**

The Author agrees to deliver to IPS one complete copy of the Work in a format satisfactory to IPS in content and form, complete and ready for printing, together with such other materials as the Author desires to deliver to IPS. If the Author requires assistance from IPS to prepare any materials such as covers design, artwork, formatting, etc. such additional services will be negotiated separately with IPS and will be itemized on the price calculation sheet attached as Schedule A. If Author supplies revisions to any of the above materials, it will be subject to such additional charges as set forth in Schedule A.

**4. Review of Work**

Author is solely responsible for reviewing, proofreading and modifying the Work and all work provided by IPS. IPS has no duty or obligation to review, proofread or make any modifications to the Work.

## **5. Copyright**

Unless provided for in a separate agreement, the Author shall, at its own expense, apply for a copyright registration on the Work in the United States of America, and in such other countries as it shall deem proper.

## **6. Warranty and Indemnity**

The Author represents and warrants to IPS that the Work shall be the Author's original and unpublished composition, that the Author has the sole and exclusive right to dispose of the Work, and that it will contain no defamatory or unlawful matter and will in no way infringe on the copyright or violate the proprietary rights of any person. The Author further represents that the Author is over the age of eighteen (18) years old. The Author agrees to indemnify and hold IPS harmless from any suit, demand, or claim made against IPS by reason of any defamatory right, and the Author further agrees to pay any judgment or reasonable settlement offer resulting from any such suit, demand, or claim, and to pay any attorneys fees incurred by IPS in defending against such suit, demand, or claim.

## **7. Tax Reporting**

The Author will supply IPS a completed and signed Form W-9. IPS will provide a Form 1099 in accordance with Internal Revenue Guidelines. Author is responsible for the payment of the Author's income taxes as a result of income received by the Author from the sale of the Work.

## **8. Author's Address**

The Author is responsible for promptly notifying IPS of any change in address. All notices and checks will be sent to Author at the address above or such address that Author directs. If any checks are returned to IPS as undeliverable due to Author not being at the address on record, Author will pay the fee set forth in Schedule A to cover the cost of stopping payment and issuing duplicate checks. If Author does not notify IPS of its change of address within one year of a returned item to IPS, Author's right to receive any further royalty payments as set forth on Schedule B is automatically terminated effective the date of the returned item.

## **IPS's Obligations and Representations**

### **9. Publish Work**

(a) IPS will publish the Work in the following checked formats at the prices set forth in the attached Schedule A:

- Paperback Book**
- Hardcover Book
- ebook (pdf format)
- ebook (Kindle)
- Other \_\_\_\_\_

(b) If Author requests, IPS will assign an ISBN to the Work and obtain a bar code all at the prices set forth on the attached Schedule A.

(c) If Author obtains his or her own ISBN, IPS will use the Author's ISBN.

(d) Provided that Author complies with its obligations under this Contract, IPS agrees to supply publication services in accordance with this Contract. The published Work will be in substantial conformance with generally accepted specifications for printed materials.

#### **10. Acceptance or Rejection of Work**

IPS at its sole discretion can reject the Work for any reason at any time prior to publication, without liability to the Author. In such case, all materials submitted by the Author will be returned to the Author.

#### **11. Compensation**

(a) The Author will pay an initial up-front fee as set forth on the Attached Schedule A which covers formatting, print-ready conversion, title identification, Library of Congress Number (if requested), and a printed copy of the published Work.

(b) For printed Works, the Author shall receive all of the Net Profit from the sale of the Work as set forth in the attached Schedule B less all costs of advertising, shipping, returns, and taxes .

(c) For electronically published books, the Author and IPS will receive the amounts as set forth in the attached Schedule B.

(d) IPS shall render quarterly statements of account to the author along with any payment due. The first statement shall be rendered within one hundred twenty (120) days after the end of the calendar quarter in which the royalty payment accrues. If any payment due is less than \$50.00, no payment will be made but the amount due will be added to the next payment that exceeds \$50.00. IPS has the right to change all costs of publication, advertising, distribution, returns, taxes and IPS's administration and handling fees based on increases in the actual increases in these costs to IPS. Author will be apprised of any such price changes in the statement rendered to Author.

#### **12. Term**

This Contract can be terminated by either party with thirty (30) days written notice to the other. If this contract is terminated by IPS within the first fourteen (14) days of the Effective Date, IPS will refund the fees identified in Schedule A.

IPS can terminate this Contract at any time and immediately cease publication if Author breached any representations, warranties or obligations.

#### **13. Infringement of Copyright**

The Author may prosecute an infringement of the copyright. IPS has no duty or obligation to initiate any such action.

#### **14. Assignment**

This Contract may be assigned by either party without the prior written consent of the other party and shall inure to the benefit of and be binding on the executors, administrators, heirs, and assigns of the Author and on the successors and assigns. The assignee shall be responsible for notifying the other party of the assignment and where all future notices shall be sent.

**15. Warranty Disclaimer; Limitation of Liability.**

IPS DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, QUIET ENJOYMENT, DATA ACCURACY AND SYSTEM INTEGRATION. IPS'S TOTAL LIABILITY FOR ANY DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY AND/OR OTHERWISE) SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF FEES ACTUALLY PAID BY AUTHOR TO LSI HEREUNDER FOR THE QUARTER PRIOR TO LSI'S ACT GIVING RISE TO THE LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IPS OR AUTHOR, THEIR PARENT, SUBSIDIARIES OR AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS BE LIABLE FOR PUNITIVE, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUES, BUSINESS, USE, DATA OR OTHER INTANGIBLES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF IPS OR AUTHOR HAD BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. ALL SERVICES AND PRODUCTS (IF ANY) PROVIDED BY IPS UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS-IS" BASIS. IPS DOES NOT WARRANT THAT THE SERVICES OR PRODUCTS PROVIDED HEREUNDER WILL BE UNINTERRUPTED OR ERROR FREE. IN NO ENVENT SHALL IPS BE LIABLE FOR LOSS OF DATA, ERRORS IN THE TRANSMISSION OF DATA, OR FAILURE IN ELECTRONIC TRANSMISSION, PUBLICATION OR DISTRIBUTION OF THE WORK.

**16. Governing Law and Arbitration**

This Contract and the rights and duties of the parties under it, shall be governed by the laws of the State of Illinois. Any disputes arising under this Contract shall be decided by binding arbitration held in Chicago, Illinois in accordance with the rules of the American Arbitration Association. The arbitrator shall be mutually selected. The decision of the arbitrator shall be final and binding and may be entered and enforced in any court of competent jurisdiction.

**Author**

**Publisher IPS**

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Author

\_\_\_\_\_  
Signature

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

Accepted Date by IPS: \_\_\_\_\_

## Schedule A

- Base Cost for Publishing: \$289.00
- Annual catalog fee for distribution: \$25.00  
For inclusion in Ingram's distribution catalog, there is a mandatory annual \$25.00 charge. Authors will automatically be assessed this fee unless IPS notified 60 days before it is due. If fee is not paid by end of annual period, title(s) will be marked as unavailable until payment is made.
- Custom Cover Design: \$99.00  
Optional. Independent Publisher Services offers custom cover design services. Authors will work with dedicated graphic designer. Two revisions are included in fee.
- Hard Proof (printed copy) Revision and Digital Copy Revision Submission (after initial approval): \$140.00
  - If Author requests a revision after initial approval is given of the digital or printed copy, additional fees for resubmission of the Work will be incurred for both the Digital Copy Revision and printed hard proof copy.
- E-Book Conversion and Setup: \$75.00  
IPS will convert approved digital copy proof into three common e-book file formats (Pdf (Adobe Portable Document), .lit (Microsoft Reader), .pdb (Palm Media)).
- Kindle Conversion and Setup: \$75.00  
IPS will convert approved digital copy proof into Amazon Kindle e-book file format.
- E-Book and Kindle Digital Revision Submissions (after initial approval): \$65.00  
Revisions to a previously converted e-book.
- Custom Graphic Design Charge: \$75.00 hourly  
Before an IPS graphic designer performs design services outside scope of formatting, Author will be informed of approximate time necessary to perform desired changes. Author's approval of estimated charges for graphic design work is required before work is to be commenced.
- Single ISBN from IPS: \$55.00  
A unique ISBN is required for each title and format. For Authors who do not have existing ISBN assignment for title(s), single ISBN assignments can be provided by IPS. IPS will be the designated registrant for titles.
- Single ISBN from Personalized Publisher Program: \$129.00  
A unique ISBN is required for each title and format. For Authors who do not have existing ISBN assignment for title(s) and would like ISBNs assigned in their name, IPS can obtain assignments directly from the US ISBN Agency. As an authorized agent, single ISBN assignments can be expedited within one business day.
- Re-Issue of Royalty Check: \$25.00  
Authors will be assessed fee for replacement of royalty checks to be drafted. As per Section 8, Authors are responsible for insuring IPS has correct contact and address information.

Schedule B - Royalty Provisions

In accordance to Section 11 Compensation, Authors will be paid royalties quarterly on recorded sales for formats selected in Section 9 Publish Work. (check all that apply)

Printed Format: Paperback (perfect binding)  
Selected Retail Price: \$19.95  
Times Designated Discount Rate: 50%  
Less Book Printing Cost: \$5.02  
Based on Total number of pages: 176  
**Net Profit Per Book: \$4.96**

All prices are based on US dollars

Author can change suggested retail price and discount rate by giving IPS written notice of the price or discount change. These changes may take up to 60 days to be implemented