

1st Book Publishing Agreement

This Publishing Agreement is entered into as of _____
between 1st Book Publishing (“1st BP”), with address at 12625 Frederick Street, Suite I-5, B 345-8752, Moreno Valley, CA, 92553 and _____, with address at _____ (“Author”). Author wishes to publish his/her work (“Work”) through 1st BP.

1. License to Publish

Author grants to 1st BP the non-exclusive and worldwide license to publish, store, use, transmit, distribute and sell his/her Work in print and electronic form in all languages throughout the world.

2. Term

The license for the WORK shall extend for three (3) years after the Work’s first release date. The license will automatically be renewed for consecutive one (1) year terms if neither party gives at least thirty (30) days advance written notice transmitted via electronic or standard mail prior to the end of the current term.

3. Sign Up Payment

Author shall pay PUBLISHER a one-time sign up fee as reflected on 1st BP’s website. Author shall make all payments for the selected Publishing Package (Platinum, Gold, Silver) in advance. Payments made by Author to 1st BP are non-refundable.

4. Royalty Payments

On all sales of the Work, 1st BP will pay the Author fifty percent (50%) of net receipts. Net receipts are the payments that 1st BP actually receives from sales of Work, less any distribution charges, returns, taxes, credit card facilitation charges, shipping and handling charges. No royalty shall be paid to copies sold to the Author.

1st BP shall pay Author all royalties earned, on a quarterly basis, within thirty (30) days of the end of each calendar quarter in which the Author earned a royalty.

5. Submission Guidelines

Author shall follow all submissions procedures as reflected on 1st BP’s website.

6. Submission Acceptance

1st BP reserves the right, in its sole discretion, not to accept a submission upon receipt. In this case, 1st BP will return Author’s submission package and refund the sign up payment minus banking charges incurred by 1st BP and a ten percent (10%) handling charge.

7. Publication

1st BP intends to market, sell and distribute the Work within forty-five (45) days upon author’s approval of the first proof copy.

8. Publication Format

1st BP and Author mutually agree on the Work’s retail price and format. The retail price should follow generally accepted publishing industry guidelines.

9. Free Books

Author shall be entitled to one (1) free proof copy of the book.

10. Author’s Discounts:

Author shall be entitled to purchase copies of the Work via 1st BP with discount:

- 1-50 copies 25 % off list price*
- 51-100 copies 30 % off list price*
- 101+ 35 % off list price*

*Author prepays shipping and handling.

11. Annual Maintenance Fee:

1st BP will charge an annual title maintenance fee of US\$ 19 per year per each distinct ISBN (e.g. Print-On-Demand title and eBook are charged US\$ 19 each). The title maintenance fee is due twelve (12) months after the Work’s first release. 1st BP may choose to deduct the title maintenance fee from any future royalty payments due the Author.

12. Author Warranties

Author represents and warrants the following to 1st BP:

- I. Author is the sole owner of the Work (this includes manuscript, pictures, images, drawings and any other materials submitted to 1st BP) and has the full power, authority and right to enter into this Publishing Agreement;
- II. this Agreement does not conflict with any other contracts, understandings, or arrangements between the Author and any other person or entity;
- III. the Work is not in the public domain and is entirely original except for portions thereof for which legally effective written licenses or permissions have been secured;
- IV. the Work as submitted, and its publication by 1st BP, 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;
- V. the Work and all rights therein are free of liens, claims, interests or rights in others of any kind;
- VI. 1st BP shall not have any legal responsibility for Author's Work;
- VII. the Work is not defamatory or obscene, or in any other way illegal; and any recipes, formulae, instructions, or recommendations contained in the Work are not and will not be injurious to any reader, user, or third person;
- VIII. all information submitted to 1st BP is entirely accurate to the best knowledge of the Author.

13. Indemnification

Author agrees to fully indemnify, defend and hold harmless 1st BP and its affiliates from and against any losses, lost profits, damages, liabilities, judgments, awards, decrees, settlements, or expenses (including without limitation, reasonable attorney's fees and court costs) arising from, connected with, or by reason of any breach or alleged breach of any of the representations and warranties set forth above, but the Author shall not be liable for any matter inserted in the Work by 1st BP or its licensees. All warranties and indemnifications made by the Author herein shall survive termination of this Publishing Agreement or any license hereunder. "Affiliates" means owners, shareholders, officers, directors, employees, parents, subsidiaries, affiliated companies, licensees, distributors, advertisers, Internet service providers, attorneys, and accountants and any other person or entity to whom 1st BP extends its license or warranties to in connection with the production, dissemination, transmission, promotion, publication, or distribution of the Work or the exercise of any rights therein or derived therefrom.

14. Copyright Infringement

1st BP shall have the right to commence action for copyright infringement based on the rights granted hereunder.

15. General Provisions

This Agreement shall be governed by the laws of the State of California, and all parties consent to venue and jurisdiction in the courts of the State of California to adjudicate any and all claims arising out of this Publishing Agreement. This Agreement may be modified by 1st BP giving 30 days notice to the Author of the proposed change. If Author does not agree that such change is in the best interest of all parties, the Author may promptly terminate this Publishing Agreement.

By completing the following and submitting the required materials, the Author agrees to all the terms and conditions in this Publishing Agreement.

By:

Signature of Author

Printed Name of Author

Date Signed

Title of Work

Address of Author

Phone

Fax

Email