

WINGSPAN PRESS PUBLISHING AGREEMENT

This agreement (herein known as Agreement) is a publishing services contract between WingSpan Publishing, Inc (herein known as Publisher), a Texas Corporation and

_____ (herein known as Author),
with regard to the production and publication of author's original work

_____ (herein known as the Work).

1. Author's Rights to the Work

Author acknowledges that Publisher seeks to acquire no right of ownership to the Work under this Agreement. Author shall retain sole and exclusive right to the Work in all formats and editions, worldwide, including electronic rights. No part of this Agreement diminishes Author's rights to the Work.

Author acknowledges that Publisher makes no claim to the right to publish subsequent versions or editions of Work absent written agreement between Publisher and Author to produce such versions or editions, with the exception that Publisher may from time to time post short excerpts of work on its website or distributor websites as promotional material.

Author acknowledges that Publisher makes no claim to the right to print, sell or distribute copies of the work absent written agreement between Publisher and Author.

2. Publisher's Rights

Author agrees that absent specific agreement to the contrary, Publisher shall be the publisher of record, with Publisher-assigned ISBN affixed to the Work; that Publisher's logo shall be affixed to the cover and spine of the Work unless otherwise agreed by Publisher and Author; that front and end matter, including Publisher logo, copyright and publication information and title pages, shall be included in the Work in a format determined by Publisher; that Versions and editions of Work subsequently produced by any entity other than Publisher shall have no right to bear, nor be published with, Publisher's name, imprint, logo or assigned ISBN/EAN numbers or bar code, nor shall any such version and edition state, imply or be represented as having any association with Publisher.

At Author's request, Publisher may agree to publish Work under Author's imprint with Author-purchased and assigned ISBN.

Author acknowledges that the retail price of Work will be agreed upon by Author and Publisher.

3. Author's Warranties

Author warrants that he/she is the sole author of the Work and is the owner of the copyright to Work and its contents and that the Work does not infringe upon the copyright or privacy of any person; that Author is owner of any trademarks and/or trade names associated with the Work and owns or can demonstrate legal right to publish any artwork, photography or design contained in the Work; that the Work has not been plagiarized in whole or in part; that the Work is accurate in all respects; that the Work, if fiction, cannot be deemed libelous of any person; if non-fiction, that it does not misstate any material fact or fail to state any material fact, the result of which would libel or defame any person.

Author acknowledges that the content and accuracy of Work is strictly the responsibility of Author, and that Publisher assumes no responsibility for correcting the content of the Work.

Author warrants that the Work does not constitute pornography, illegal or hate literature.

Author warrants that he/she has the right to enter into this Agreement.

4. Contract for Services

Author acknowledges that Publisher is a provider of limited publishing services, that Author desires to engage Publisher in Author's self-publication of the Work and that Publisher has no obligation to pay for any goods and services not specifically and explicitly contracted for between Author and Publisher.

Parties agree that Publisher will act on behalf of Author in the acquisition and management of printing services for purposes of producing the Work; that Publisher will acquire and assign ISBN unless otherwise agreed; that should Author choose to have copies of the Work printed under any other arrangement or agreement, that such copies of work shall have no right to bear Publisher's name, logo or Publisher-assigned ISBN.

Upon execution of this agreement and delivery of all necessary material by Author, Publisher will publish Work in the agreed upon format, and, unless otherwise stipulated by Author, make Work available for wholesale distribution and sale through Ingram Book Group for a **period of one year**. At the end of the first year of publication, Publisher will deduct then-current catalog fee from outstanding royalties, or issue invoice for same to Author. Renewal fees unpaid for 90 days will result in cancellation of this agreement and removal of Work from publication.

Publisher shall make every effort to have Work listed correctly in the Ingram catalog. Publisher shall bear no responsibility for failure of individual retailers to list, offer or sell Work, nor for the accuracy of retail listings. Upon publication, Work will be listed in RR Bowker's Books in Print.

Author agrees that Work shall be complete and fully edited upon presentation as Author's final manuscript and that subsequent changes and additions shall be at the expense of Author.

Author retains the right to engage any third-party vendor for any service regarding Work, with the exception of printing, binding and delivery, which shall be contracted with Publisher. Author assumes responsibility for ensuring that all work submitted by Author-contracted third-parties shall conform to Publisher specifications, and that the cost of such third party work shall be the sole responsibility of the Author. Publisher can and does contract printing, binding and delivery services with multiple vendors and has sole discretion in choice of vendor for production of Work.

Author agrees to pay Publisher for any additional services contracted between Author and Publisher over and above cost of publication package. Author acknowledges that publication of Work may be delayed pending full payment of outstanding balances owed to Publisher.

Publisher will affix ISBN and bar code to the back of the Work. For each publisher-assigned ISBN publisher will acquire Library of Congress Control Number and file required copies.

5. Promotion and Sale of Work

Author assumes responsibility for promotion and marketing of the Work. No agreement on the part of Publisher to engage in or bear costs relating to promotion, marketing or sale of Work is expressed or implied by this contract or any wording or display on Publisher's web site or any collateral marketing material distributed by Publisher.

Author may elect to take delivery of finished Work without further participation in Publisher's negotiated agreements with its Wholesalers and Distributors, in which case Author agrees not to claim or imply participation in any such program or agreement or attempt to qualify for any discount or program based on Publisher's negotiated agreements.

Author acknowledges that determination of wholesale price of Work shall be at the sole discretion of Publisher. In no case shall Publisher be held liable for any Distributor or Retailer's refusal to carry, stock or distribute Work.

Author shall not be responsible for cost of shipping copies of Work purchased by customers from retailers. Author agrees to be responsible for cost of shipping copies of Work ordered by Author.

6. Royalties

Author shall receive 20% of cover price of print books when Work is priced per Publisher's then-current suggested retail pricing (SRP). When priced above SRP, Author will receive 20% of SRP plus 50% of the amount of cover price above SRP. Ebook version retail pricing and royalties shall be set per Publisher's ebook pricing guidelines.

Sales are reported and paid quarterly for amounts greater than \$50. Amounts less than \$50 may be paid at year-end closing. Amounts greater than \$100 may be paid monthly at Publisher's discretion. In the event there are fewer than 10 sales of Work in any month, Publisher may charge an accounting fee of 3% of gross sales for that month against Author's account.

Author shall keep Publisher apprised of Author's current mailing address and email address.

7. Indemnity

Author agrees to indemnify and hold harmless Publisher, its employees, contractors, shareholders, directors, representatives, successors and assigns of and from any and all manner of claims, liabilities, damages, expenses, including reasonable attorney's fees, awards, and judgments arising out of any breach of any of Author's representations, warranties, covenants or obligations in this Agreement or from third-party claims of ownership, libel, slander, plagiarism, breach of privacy, misappropriation, or similar claims arising from publication of the Work. Author agrees to hold Publisher harmless from any dispute arising between the Author and printer, or between the Author and any Distributor, Wholesaler or Retailer.

8. Right to Refuse Publication

Author acknowledges and agrees that Publisher shall have the right to refuse to publish the Work if, in Publisher's sole opinion, it determines the Work to be obscene, scandalous, defamatory, infringing, or otherwise inappropriate for publication. In such case, an ISBN shall not be assigned and Publisher will bear no further responsibility with regard to production of the Work.

Upon receipt of a signed copy of this Agreement and Publisher's acceptance of Author's manuscript for publication, an ISBN will be assigned to Work. Following assignment of ISBN, Author shall not be entitled to a refund of the cost of Publication. A fully-executed copy of Agreement will be returned to Author by fax or US mail.

9. Term and Exclusivity

This Agreement is nonexclusive with regard to publication and distribution of the Work. Either party may terminate this Agreement at any time, with or without cause. In the event of termination by Author, Author agrees to reimburse Publisher for all production work done prior to notice of termination. Author's breach of any terms of this Agreement shall be cause for termination of this agreement and render null and void Publisher's further responsibility for

production and delivery of finished Work. Publisher and Author agree to notify one another promptly of any breach or claim for indemnity under this Agreement. Author agrees to pay promptly all outstanding balances owed to Publisher regardless of breach or termination of this Agreement. Publisher reserves the right to keep Work available for sale and distribution until all outstanding balances are paid, and to retain royalties against such balances until balances are paid in full.

Publisher shall make every effort to have work published within 90 days of Author's submission of all required materials and corrections. If Author fails to provide required materials or return proof corrections within one year of the date of this Agreement, then Agreement shall be null and void and Publisher shall bear no further responsibility for publication of Work. In such case, Author shall not be entitled to a refund.

Notice of termination by either party shall be given with ten days written notice sent by certified mail. Notice to Author shall be at address provided by Author. Notice to Publisher shall be at P.O. Box 2085, Livermore, CA 94551.

10. Whole Agreement

This Agreement contains the sole and entire contract between the parties and shall supersede any and all other prior agreements between the parties. This Agreement may not be modified or amended except as agreed to in writing by both parties.

The provisions herein shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, and assigns.

11. Law and Venue of Agreement

Regardless of its place of execution, this Agreement shall be interpreted under and governed by the laws of the State of Texas. Furthermore, Publisher and Author agree to adjudicate any disputes in the State of Texas, County of Nacogdoches. Parties agree to submit any and all disputes arising under this Agreement to the American Arbitration Association for final disposition in accordance with its rules, provided that the Arbitrator shall have no authority to award punitive damages.

Notwithstanding the foregoing, nothing in this Agreement shall be deemed to deprive a party of the right to equitable relief in a court of competent jurisdiction respecting rights to its intellectual property or use thereof under this Agreement. A judgment may be entered in a court of competent jurisdiction based on any award rendered in arbitration or other proceeding conducted by the parties pursuant to this paragraph.

12. Acknowledgments (please initial)

_____ You must submit your fully-edited final manuscript. Once layout has begun, changes and additions will incur additional layout charges billed at \$50/hr. Author warrants that every effort has been made to conform to Publisher's manuscript submission guidelines. If significant variations from submission guidelines are present in author's final manuscript, Publisher may refuse the manuscript until variations have been corrected. Publisher may contract separately with Author to correct such variations.

Manuscripts longer than 100,000 words may incur additional setup cost.

_____ We use professional layout and design software that does a much more sophisticated job of aligning margins and justifying paragraphs than word processing programs like MS Word are capable of. As a result, text in the final document may not flow precisely like it did in your original manuscript. Publisher reserves the right to determine final layout and design of work. If your book has special layout requirements, contact Customer Service.

Signature Page Follows.

Signatures:

(A signed copy will be returned to you)

Mail or fax to:
 WingSpan Press
 P.O. Box 2085
 Livermore, CA 94551
 Fax: 925 455-8208

 For WingSpan Publishing

 Date:

 Author Signature

 Date:
Print Author Information:

 Legal Name

 Mailing Address

 Shipping Address (if mailing address is a P.O. Box, we must have a street address for book shipments)

 City

 State

 Zip

 Phone

 Fax

 Email

Credit Card Information: Visa Mastercard

 Name on Card

 Card Number

 Exp Date

 /

 Mon Year

 Authorized Signature:

 Credit Card Billing Address Same as mailing address above

 City

 State

 Zip

Important information about your book:
(please print legibly)

Title of your book

Subtitle (if any)

Pen Name or Author Name

Name in which copyright will be held
(To be printed on the copyright page)

What is your book's genre or topic: Ex: Historical fiction, Self-Help, Juvenile fiction, Business, etc.

Select your options – Ask your Wingspan representative if you have any questions.

Book Style	Black & White interior with Full Color Cover (select one) Softcover Only: <input type="checkbox"/> \$499 Hardcover Only: <input type="checkbox"/> \$599 Softcover & Hardcover: <input type="checkbox"/> \$699 Note: Manuscripts over 100,000 words may incur additional setup fees. Trim Size: <input type="checkbox"/> 5 x 8 <input type="checkbox"/> 5½ x 8½ Large Sizes: <input type="checkbox"/> 7 x 10 <input type="checkbox"/> 8½ x 11 <input type="checkbox"/> 6 x 9 <input type="checkbox"/> 7½ x 9¼ (7 x 10 hardcover style available as case laminate only.)	
	Color interior with Full Color Cover: <input type="checkbox"/> \$899 Hardcover: <input type="checkbox"/> \$999 Softcover & Hardcover: <input type="checkbox"/> \$1099 Please contact your WingSpan Press representative to discuss the variety of color trim and cover options.	
Cover	The cover finish should be <input type="checkbox"/> gloss laminate <input type="checkbox"/> matte (no charge for this option)	
Kindle/ Ebook	I also wish to have my book published in Kindle and ebook formats. <input type="checkbox"/> \$150 Please choose a pricing/royalty option for your ebook. <input type="checkbox"/> Price: \$9.95, Royalty: \$4.20 <input type="checkbox"/> Price: \$7.95, Royalty: \$2.75 <input type="checkbox"/> Price: \$5.95, Royalty: \$1.50	
Misc.	My Book has: No. of b&w interior images: _____ (\$10/image) No. of tables, charts & graphs: _____ (20/insertion) <input type="checkbox"/> Index - \$75 <input type="checkbox"/> Footnotes - \$100 + \$.50/insertion <input type="checkbox"/> Endnotes - \$50	
Imprint	<input type="checkbox"/> I will supply my own ISBN and publish under my own imprint: \$50 plus the standard \$499 setup fee. (your WingSpan Press representative will explain in more detail)	Imprint Name: _____
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