



PUBLISHING AGREEMENT

made this _____ (date) day of _____ (month), _____ (year) between

_____ whose residence address is

_____ (hereinafter called the Author); and **Arc Manor, LLC** whose principal place of business is at Rockville, Maryland, USA (hereinafter called the Publisher);

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. GRANT OF RIGHTS

The Author, on behalf of the Author and the Author's heirs, executors, administrators, successors and assignees, grants to the Publisher the exclusive rights to publish in English and any other language, in print book form, e-book form, and audio book form (hereinafter called the book) in all countries of the world, a Work now entitled:

_____ (hereinafter called the Work), which title may be changed only by mutual consent in writing. This Agreement and the grant of all rights herein shall be for a minimum initial period of Ten (10) years from the actual date of publication (hereinafter called the initial contract period), with automatic annual renewal after that. This Agreement and the grant of these rights will be subject to termination clauses as detailed in Sections 19 and 20 of this Agreement.

2. REPRESENTATIONS AND WARRANTIES

The Author represents that he is the sole proprietor of the Work and that the Work to the best of his knowledge does not contain any libelous matter and does not violate the civil rights of any person or persons, does not infringe any existing copyright and has not heretofore been published in book form. The Author also warrants that these rights are owned or controlled by the Author without encumbrance and that the Author has full power to grant the listed rights to The Publisher. 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 defense thereof. The warranties contained in this article do not extend to drawings, illustrations, insofar as not furnished by the Author, or to any other material not furnished by the Author. If the Work has been previously published in any form, the Author warrants that the rights granted herein have reverted to the Author. As an addendum to this Agreement, the Author shall detail the name and contact information of the previous rights holder and indicate the date that the rights reverted back to the author. If a judgment is obtained against the Publisher for usurping rights still controlled by another publisher or other entity than Publisher or the Author, the Author agrees to hold the Publisher harmless and to indemnify the Publisher for reasonable damages and costs. If the Publisher prevails against a suing party or resolves the matter by out-of-court settlement, the Author will be liable to indemnify the Publisher for defense and settlement costs if the Author's warranties are found to be invalid.

3. COPYRIGHT OWNERSHIP AND REGISTRATION

The Author is the owner of the copyright of the Work. As a condition of this Agreement, the Publisher agrees to print in every copy of the Work a Copyright Notice identifying the Author as the owner of the copyright in the manner that complies with the regulations of the US Copyright Act and the Universal Copyright Convention.

Since the Author owns the copyright, the Author is responsible for registering that copyright with the US Copyright Office, including payment of any fees and the costs of preparing printed and/or electronic documentation of the work as required by the US Copyright office. The Publisher shall be listed as the Publisher of the Work in all formats indicated in Section 1. The Author understands that if the Author chooses not to register the copyright with the US Copyright office, the Author may be limited in the damages that could be awarded in court if there is a copyright violation. The Publisher will place a copyright notice on all versions of the Work, using the year of the Publisher's first release if no other information is available.

The Publisher is not obligated to initiate legal proceedings should a Claim arise regarding a third party infringing the Author's or the Publisher's rights. If such a Claim arises, the Author and the Publisher may sue either jointly or severally. The Publisher shall not be held liable for failing to take action upon a Claim.

4. DELIVERY

The Author agrees to deliver to the Publisher in electronic format (either a MS Word document or a rich text document) the complete Work within two (2) months after the date this Agreement is signed. If the Work shall not have been delivered within two (2) months after the date this Agreement is signed the Publisher may, at its option, terminate this Agreement by notice in writing (including email) posted or delivered to the Author.

5. PUBLICATION

The Work will be considered "published" when it is made available to stores, either through traditional offset printing methodologies or as a print-on-demand book.

The Publisher agrees to publish the Work in book form at its own expense, not later than six months after the delivery of the completed Work. In the event of delay from causes beyond the control of the Publisher, the publication date may be postponed accordingly, but not to exceed twelve months from the delivery of the completed work. If the Work has not published within twelve months of the date of this Agreement, this Agreement will be deemed to have been cancelled and all rights of publication of the Work will revert back to the Author as stipulated in Section 19 of this Agreement.

6. EDITING AND PROOFREADING

(a) 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 his approval. The Author agrees to return such proof to the Publisher with his corrections within thirty (30) days of the receipt thereof by him. The cost of alterations required by the Author, other than corrections of typesetting errors, in excess of fifteen percent (15%) of the original cost of composition, shall be charged against the earnings of the Author under this Agreement or shall, at the option of the Publisher, be paid by the Author in cash; provided, however, that the Publisher shall upon request promptly furnish to the Author an itemized statement of such additional expenses, and shall make available at the Publisher's office the corrected proof for inspection by the Author or his representatives.

7. COVER ART

The Publisher shall provide cover art at its own expense. The Author will be asked to produce proposed back blurb text and suggestions for cover art. If the Author wishes to provide the Author's own cover art, some or all of this cover art may be at the Author's expense. If the Author engages an artist to produce an alternative cover, the Author must present documentation that the Author has permission to reproduce the proposed cover art from the copyright owner, or warrants that the cover art is in the public domain. If the Author provides the Author's own cover art, the Author is responsible for formatting it in an appropriate graphics format of suitable reproduction quality. The Publisher will give credit in the published Work to the cover artist. The Publisher has final approval of any cover artwork.

8. WORK TITLE

The Publisher has final approval of over the release title of the Work. Every attempt will be made to use the title suggested by the Author, but the Publisher has the option to change the release title if the Author's suggested title is too similar to any books already in release by the Publisher or recent releases from any other Publisher or if the

Publisher deems that a more appropriate title is necessary. In the event of a title change, the Author will be given an opportunity to suggest alternative titles.

9. ISBN

The Publisher will obtain and assign an ISBN (International Standard Book Number) for the Work. The Publisher will assign as many ISBN designations as required by the various publication formats listed in Section 1. The Publisher will use the assigned ISBN as part of the formal identification, and will notify relevant services of the ISBN of the Work.

10. SELLING PRICE AND DISCOUNTS

The Publisher will set the retail price ("cover price") of the Work, based on length, comparable works and format. The Publisher reserves the right to raise or reduce the price at any time prior to or after publication. The Publisher also reserves to right to set and change at any time the discount offered for the wholesale and/or retail purchase of the book.

11. OWNERSHIP OF CHARACTERS

Except as allowed under the Sections of this Agreement governing promotion of the Work, where the Work is a work of fiction, the Author owns the characters and controls their use in sequels or series books, whether published by the Publisher or another Publisher. The Publisher will have a non-exclusive right to use the title, and all material, including characters in the Work, for the purpose of advertising, publishing and promoting the Work.

12. PUBLISHER'S NAME, LOGO, AND TRADEMARK

The Author will not have rights to, or in, any trademark, service mark, trade name or logos used by the Publisher, unless expressly permitted to do so in writing. The Author may, with the Publisher's permission, have limited use of the Publisher's trademarks, logos, symbols, or name for use in approved promotional material. The Author may use the cover art in the Author's promotional material. The Publisher's provided and/or copyrighted cover art may not be used by other publishers producing the Work in formats not listed in Section 1 without permission of the Publisher. Any remuneration for the use of this cover art will be separately negotiated between publishers.

13. ROYALTIES AND LICENSES

The Publisher shall pay to the Author or his duly authorized representatives, the following royalties;

(a) A royalty of seven and one-half percent (7.5%) of the RETAIL LIST PRICE thereof on all copies of the Work sold as paperback books (with the stated exception listed in 'e' below) less returns.

(b) A royalty of nine percent (9.0%) of the RETAIL LIST PRICE thereof on all copies of the Work sold as hardcover books (with the stated exception listed in 'e' below) less returns.

(c) A royalty equal to the fifty percent (50.0%) of the NET receipt by the publisher on all copies of the Work sold in any format not covered by Sections 13(a) and 13(b) above, including, but not limited to, e-books and audio books (with the stated exception listed in 'e' below) less returns (if any). This section does not apply to Derivative rights that are discussed in Section 14 of this contract.

(d) Fifty percent (50%) of the NET proceeds of any license granted to another publisher to bring out separate edition of the Work (in any format or language). This section does not apply to Derivative rights that are discussed in Section 14 of this contract.

(e) No royalties shall be payable for copies furnished to the Author or on copies for review, sample, provided for Authors own (directly or through the Author's representative or agent) purchase, purchased by the Publisher for marketing or promotional purposes, or other similar purposes, or on copies destroyed or returned. The Publisher may purchase copies of the Work from any source, including retail stores, for marketing and promotional purposes.

(f) The Publisher may, from time to time, offer the Author's books for sale on a consignment basis. Vendors who are offered 'consignment' facilities may include retail bookstores and dealers offering books at conventions, fairs and similar events. Works covered by this contract will not be considered sold unless the Publisher is informed by the consignee that the consignee intends to purchase copies of the Work and the consignee is invoiced for the sale (the sale may be for the consignee's own use, or based on sales the consignee has made). Royalty, for sales made to the consignee will be applied as per sections 13(a) and 13(b) of this contract. No Royalties will be due from the books being placed on consignment unless those books are sold to the consignee as detailed above.

(g) Payments due to the Author from the Publisher will be adjusted for actual returns to the publisher (including, but not limited to, returns from vendors and individual buyers).

(h) The Publisher may include excerpts of the Work in promotional material, including other Works by the author covered by this contract and Works of other authors published by the Publisher. An excerpt shall be defined as a segment of the book where such a segment's word count is not greater than forty percent (40%) of the total word count of the Work. No royalty will be due on the inclusion and distribution of such excerpts in other Works or other promotional materials.

14. DERIVATIVE RIGHTS

Proceeds from the sale of derivative rights shall be split evenly between the Publisher and the Author with 50% of all proceeds accruing to the Publisher and 50% of the proceeds accruing to the Author. These rights include but are not limited to rights pertaining to movie productions, stage productions, television productions, radio productions, or productions based on the Work in any other format and/or media.

This section on the disposition of derivative proceeds shall apply to all sale and/or lease of derivative rights regardless of whether it is the Publisher or the Author who markets, negotiates or in any other way creates proceeds from the sale of derivative rights of the Work and regardless of where in the world those rights are granted.

Any agreement regarding the granting of derivative rights shall have to be approved in writing by both the Publisher and the Author.

15. OVERPAYMENT

In all instances in which the Author shall have received an overpayment of monies under the terms hereof, the Publisher may deduct such overpayment from any further sums payable to the Author in respect to the Work.

16. NOTIFICATION AND PAYMENT

The Publisher agrees promptly to advise the Author of the terms of any contracts entered into for any grant or license permitted under this Agreement whenever the Author's share of the proceeds or royalty is five hundred dollars (\$500.00) or more. Such contracts shall be made available by the Publisher to the Author or his representative at the office of the Publisher, and a copy thereof will be furnished the Author upon his written request. The Author's share of such proceeds or royalty shall be promptly paid to him upon receipt by the Publisher.

If the proceeds accruing to the author are less than five hundred dollars than the authors share will be included in the statement and payment regularly due to the author under section 18 of this contract.

It is the Author's responsibility to communicate with the Publisher any change in Taxpayer Identification Number or Social Security Number, Postal Mailing Address, Telephone Numbers, or Electronic Mail address. If the Author fails to advise the Publisher of any changes in the above that prevent the timely payment of royalties, the Publisher is authorized to hold, without penalty, payment of royalties until current information is received. If a check sent by regular post is returned by the post office or express delivery service as undeliverable, the Publisher shall first attempt to contact the Author by all existing contact information before unilaterally withholding payment of royalties.

In the event that additional Works by the same Author are currently being marketed by the Publisher, royalty accounts

from all such titles may be combined with that for this Work.

17. AUTHOR'S COPIES

The Author shall be permitted to purchase copies for his personal use at a discount of thirty five percent (35%) of the retail price plus reasonable shipping and handling charges. Five copies of the final printed form of the Work will be provided to the Author without any cost or shipping/handling charges.

18. STATEMENTS AND PAYMENTS

The Publisher agrees to render semi-annual statements on July 31 and January 31 in each year following the publication hereof, showing an account of sales and all other payments due hereunder to June 30 and December 31 preceding said respective accounting dates. Payment then due shall accompany such statements. Payments will be considered due on July 31 and January 31 for the six month period preceding June 30 and December 31 respectively. All payments will be adjusted for actual returns and any errors related to prior payments.

19. REVERSION AND TERMINATION

(a) At any time prior to the publication, or during the publication, or after the publication of the Work, Publisher may, at its discretion, cancel this contract and remove the Work from publication or distribution for reasons of poor sales, excessive returns, or any other reasons. The Publisher shall give notice to Author 30-days prior to requested removal from distribution. Notice must be in writing by certified mail or other receipted or traceable delivery service, including email where return acknowledgement is received. When the Publisher removes the Work from sale and gives notice to the Author, this contract shall terminate and all rights granted shall revert to the Author with immediate effect. The Author understands that books that have already been purchased and are stocked by bookstores, such as Amazon.com, may be continued to be sold until such stock is exhausted. The Publisher has no control over what has already been placed out in the marketplace, but will ensure that no additional books will be printed, distributed, or sold in the wholesale market to the extent possible.

(b) The Author understands that the Publisher may withdraw the Work from the market for short periods of time (not to exceed 180 days) for any reason including technical reasons or to effect corrections and/or changes to the Work or the Work's cover. However, should the Work be withdrawn from the market (be "out-of-print") for a period greater than 180 days, this contract will immediately terminate on the 181st day and all rights granted herein shall revert back to the Author. This reversion will be automatic and will not require notice from the Author to the Publisher or the Publisher to the Author. The Work shall be considered to be "out-of-print" if and when The Work is not available to stores directly from the Publisher (or the Publisher's agents or representatives) or through any channel normally associated with the book trade, including, but not limited to, book wholesalers and book distributors.

(c) If the Publisher shall, during the existence of this Agreement, default in the delivery of semi-annual statements or in the making of payments as herein provided and shall neglect or refuse to deliver such statements or make such payments, or any of them, within ninety (90) days after written notice of such default, this Agreement shall terminate at the expiration of such ninety (90) 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.

(d) If the Publisher shall fail to publish the Work within the period in Section 5 provided, or otherwise fail to comply with or fulfill the terms and conditions hereof, or in the event of bankruptcy, etc., as in Section 20 hereof provided, this Agreement shall terminate and the rights herein granted to the Publisher shall revert to the Author. In such event all payments theretofore made to the Author shall belong to the Author. All liabilities of the Author towards the Publisher will be considered terminated.

(e) At any time after the initial Contract period, this Contract may be terminated by the Author with a 90-day written, certified mail notice or other receipted or traceable delivery service, including email where return acknowledgement is received, and all rights granted the Publisher will revert to the Author at the time of the termination (90 days after the notice is received).

(f) Upon the termination of this Agreement for any cause under this Section or Section 20, all rights granted to the Publisher shall revert to the Author for his use at any time and the Publisher shall return to the Author all property originally furnished by the Author.

20. 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.

21. RESERVED RIGHTS

All rights in the Work now existing, or which may hereafter come into existence, not specifically herein granted are reserved to the Author for his 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, summaries of the Work, thereof, not to exceed seventy-five hundred (7,500) words in length.

22. ASSIGNMENT

No assignment of this contract by the Author to another party, voluntary or by operation of law, shall be binding upon the Publisher without the Publishers written permission. However, the Author may assign or transfer any monies due or to become due under this Agreement.

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 Rockville, MD unless otherwise agreed by the parties. The Author may, at his option, in the case of failure to pay royalties, refuse to arbitrate, and pursue alternative 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 thereto, 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. 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 his name at his own cost and expense. 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.

27. DOCUMENTS

If any of the rights granted to the Publisher revert to the Author, the Publisher shall execute all documents which may be necessary or appropriate to revest all such rights in the Author.

28. LAW

This Agreement shall be construed in accordance with the laws of the State of Maryland and the United States of America.

29. 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.

This Agreement may not be modified, altered or changed except by an instrument in writing signed by the Author and the Publisher.

Author

Arc Manor

Date

Date

Phone Number

240-645-2214
Phone Number

Fax Number

310-388-8449
Fax Number

Email Address

info@ArcManor.com
Email Address