



**Texas Sisters Press, LLC PUBLISHING AGREEMENT – FULL-SERVICE PACKAGE**

Agreement is between Texas Sisters Press, LLC ("TSP"), and undersigned ("Author") –

	Author	Name	(s)
	Title of work		

This Agreement is between **Texas Sisters Press, LLC, hereafter referred to as "TSP"**, and the **Author or duly Authorized legal representative (herein represented as "Author")**, in regards to the Work (herein represented as "Work") named at the end of the agreement and shall be considered legal and binding in all countries, and its separate or conglomerate governments. **If a title has more than one Author, all Authors must submit a copy of TSP's agreement.**

**Non-exclusive print and electronic rights only.** Authors are free to sell their books elsewhere. Author or TSP may terminate this agreement at any time, for any reason.

**PLEASE READ THE AGREEMENT IN ITS ENTIRETY BELOW.**

**PRE-PUBLICATION**

**I. CLAUSES REGARDING RIGHTS GRANTED TO TSP:**

**TSP DOES NOT TAKE ANY COPYRIGHTS FROM Authors.** Payment to Authors are Commissions, not Royalties. Therefore, the term "commissions" is used in the agreement verbiage below.

The Author grants TSP the non-exclusive right to distribute their print book and, for Authors choosing ebook publishing, distribute/sell the Work in digital format, including, but not limited to: computer disk, data bases, CD ROM, and any and all other computer and computer related or digital based storage medium, known and unknown.

**PRINT BOOKS** - If the Author has registered the Work for TSP's print-on-demand service, the Author grants TSP the non-exclusive right to publish the Work in print format through print-on-demand (P.O.D.). Print on Demand Authors are not required to list the electronic version of their book for sale with TSP. Print on Demand is an optional, fee-based service.

**EBOOKS** - Ebooks distributed through Ingram are submitted to Amazon.com, BarnesandNoble.com, Apple and Kobo. While no store/distributor has ever refused to list a TSP title, TSP cannot guarantee that every store will list and sell every title, nor that a store/distributor will not de-list a particular title in the future. Ebooks distributed through Kindle only, are exclusively listed on Amazon.com.

**II. CLAUSES REGARDING WORK SUBMITTED**

The Author hereby states that the Work submitted to TSP is free and clear of any counts of libel, plagiarism, breach of privacy or misrepresentation of facts. The Author also states that the Work, if biographical or "as told to the Author" is, to the best of the Author's knowledge, factual and true. The Author agrees to pay TSP's legal fees and any resulting judgment for any threatened legal action, lawsuit, and/or judgment against TSP if legal action arises from any known or unknown libel, plagiarism, breach of privacy or misrepresentation of facts, whether known or unknown by the Author, medical and/or legal damages, copyright infringement or any other legal dispute related to the authenticity, character or content of the Author's books.

The Author hereby states that the Work does not infringe on the privacy of any third party; that he or she is owner of any trademarks and/or trade names associated with the Work; that the Work does not constitute obscenity (TSP DOES NOT publish erotica), hate literature, or illegal content, does not portray child abuse, does not portray anyone of any age in a graphic sexual act (even in fiction), and does not contain nude photos or artwork.

The Author states that the Work is not currently in the public domain. The Author states that the Author is the sole owner and copyright holder of the work, with full power to enter into this agreement. The Author states that if the Work has previously been published, in whole or in part, that Author currently holds all copyrights to the Work and that the Author is legally permitted to enter into this agreement.

The Author releases TSP from any responsibilities relating to any legal actions incurred by the contents of the Work or the actions of the Author.

TSP is not legally responsible in any way whatsoever for the Author's Work, nor the work of the Author's editor(s), co-Author(s), or anyone assisting the Author with their book. TSP is not liable to any third party for the Work, regardless if TSP had any knowledge, or could have reasonably known of any illegal, or unlawful content in Work.

TSP reserves the right to terminate any title that violates any of these terms and conditions, or for any reason whatsoever. If a third party complains about the Work, TSP reserves the right to place the Work on hold while an investigation takes place, or to terminate the Work, at TSP's discretion.

Author agrees to not enter into any agreements with any individual or entity that will conflict with the rights granted to TSP as stated in this agreement without first terminating Author's agreement with TSP under the terms of this agreement. This means if the Author is already under an exclusive agreement for the Work, or is offered an exclusive agreement in the future, the Author must terminate this contract with TSP.

If Author's book provides any type of legal, medical, financial or lifestyle advice, a legal disclaimer must be provided in the book.

**The copyrights of the Work belong to the Author.** If the Author wishes to register a copyright or apply for a Library of Congress Control Number (LCCN), they can do so. **TSP does not offer this service.**

Authors electing for a Library of Congress Control Number are required to send a copy of their book to the Library of Congress at the Author's expense.

**TSP reserves the right to stop advertising and selling books and to freeze all unpaid commissions for any Author whose book(s) are involved in a legal dispute or threatened/pending legal dispute.**

**The Author agrees to submit the Work according to TSP's specifications.**

If, during the existence of this Agreement, any entity makes unauthorized use of the Author's Work, it is the sole responsibility of the Author, at their discretion, to take legal action as may be required to restrain such wrong, or to seek damages. The Author shall bear all costs and expenses of legal actions and, subsequently, the Author shall keep all remunerations resulting from the legal actions.

**The Author is responsible for keeping TSP current on any and all contact information, including email address, phone numbers, and mailing address changes. All Author information change requests must be sent to the TSP via email or US Mail. TSP may be forced to terminate an Author's agreement, without notice, if the Author**

**does not respond to TSP's communications. A reactivation fee is required if an Author wishes to reactivate their book after termination.**

The Author is encouraged to provide TSP with at least two email addresses from different services to further prevent communication difficulties.

### **III. CLAUSES REGARDING THE FORMAT OF WORK:**

**TSP sells Works in two formats: electronic (ebook) and Print-On-Demand (P.O.D.).**

Works in electronic format are delivered to the customer as digital files. The Author acknowledges that, because of the digital nature of these files, it is possible for them to be replicated and distributed illegally once they are purchased by the customer, and outside of the control of TSP. The Author agrees to not hold TSP liable if such a situation occurs.

Works in P.O.D. format are delivered to the customer as physical books and printed on a per-order basis. A Work in P.O.D. format comes in the following forms:

#### **Black and white-interior print books:**

- 1.) SOFTCOVER, glossy or matte color cover (Author's choice)
- 2.) HARDCOVER, glossy or matte color jacket or case-laminate (Author's choice)

#### **Color-interior print books:**

- 1.) SOFTCOVER, glossy or matte color cover (Author's choice)
- 2.) HARDCOVER, glossy or matte color jacket or case-laminate (Author's choice)

Works can only be in P.O.D. format if the Author is accepted into TSP's P.O.D. program, pays the required fees, and delivers the Work per TSP's specifications.

If a Work in P.O.D. format is in both softcover and hardcover forms, a separate cover and a new ISBN are required for each edition. Author will be charged a separate setup and cover (optional) fee for each edition. Author can choose to have the book in just one edition, thus pay only one fee.

All print editions are required to have an ISBN. TSP will assign ISBNs to print books. If the Author wishes to use their own ISBN on a print book, that is permitted. If the Author uses their own ISBN in a book, the Author confirms that ISBN is brand new, and has never been used, nor listed anywhere previously.

Ebooks published by TSP and distributed through Ingram must have a separate ISBN number. Author will be charged for additional ISBN. If Ebook is distributed only through Amazon.com's Kindle platform, the Work will be assigned an AISN number by Amazon.com at no extra charge to the Author.

### **ISBNs IN EBOOKS**

**1.) ISBNs are not transferable. The ISBN assigned by TSP is registered to the TSP, and must remain the property of the TSP.**

The Author is not permitted to distribute or sell the EBOOK version of their book through other retailers unless they have removed TSP's name and ISBN from their EBOOK file(s), purchased their own ISBN, and placed that ISBN in their EBOOK file. **Authors cannot assume ownership of an ISBN, if they have not purchased that ISBN, because it is registered to TSP.** Authors cannot directly sell or distribute products that are registered under TSP's ISBN.

Authors can, however, remove the TSP's name and ISBN from their EBOOK and sell the EBOOK on their own site and/or purchase their own ISBN to distribute the EBOOK to other EBOOK retailers.

#### **ISBNs IN PRINT BOOKS:**

In the case of a Work in P.O.D. format that has been assigned an ISBN owned by TSP, the Author acknowledges the following:

1.) All sales for the Work (except for printed copies the Author has purchased directly from the TSP for resale) must be processed by TSP because the TSP is the publisher of record in the distributors' and bookstores' systems.

However, if an Author chooses to use their own ISBN, orders going through Ingram will come to TSP (TSP under agreement with Ingram and other service providers), not to the Author. Bookstores using Books in Print to obtain ordering information may order through the owner of the ISBN, but may also order through Ingram or another distributor, at their option.

Authors using their own ISBN must register their own book with Books in Print, the database maintained by Bowker, the U.S. ISBN agency. TSP registers its own ISBNs with Bowker.

2.) Upon termination of this agreement, the ISBN is unassigned from the Work and decommissioned. ISBNs are not transferrable and cannot be used on a book published by another publisher, or printed by another printer, even if the Author owns the ISBN. A new ISBN must be assigned each time a book is republished, regardless who owns the ISBN.

3.) If the Author's book is terminated for any reason, and then reactivated for any reason, the most recent version of TSP's agreement will automatically be in effect. The current agreement can always be requested by emailing TSP.

#### **IV. CLAUSES REGARDING SERVICES PROVIDED BY TSP:**

TSP provides services to support the Author in the publishing and sale of the Work. Those services include:

1.) Making the Author's Work available to the consumer by listing purchasing links to online retailers on the TSP website.

While TSP provides listings to Ingram for print books, and to a variety of online retailers and distributors for books and ebooks, and while no firm has ever refused to list and sell one of TSP's books, those retailers and/or distributors are not required to list any particular title for sale. Listings offered by retailers and distributors are at the discretion of each particular retailer. Any store or distributor can also choose to remove a book at any time, and for any reason. Retailers and distributors may also refuse to remove old listings of out-of-print books because doing so may damage their customer purchase histories. They may simply change the listing to "inactive" (or a similar term), but still keep the product page online. Many online retailers sell used books and allow third parties to also sell used books. For these reasons, no one can force an online retailer to remove an old listing for an out-of-print book.

2.) Distributing the Author's commissions for each sale of the Work to the Author on a monthly basis provided the Author's unpaid commissions exceed \$10.00.

3.) TSP does not offer in-house editing, but can provide a list of freelance editors upon request. AMAZON KINDLE and KDP SELECT PROGRAM

1. Authors who wish to have their ebook exclusively listed on Amazon Kindle, will receive any compensation generated by the ebook directly from Amazon. TSP will assist the Author in creating their own KDP account. Compensation paid to the Author by Amazon for their ebook belongs 100% to the Author.
2. If you ask or agree to participate in Amazon KDP Select program, which requires the Author to give Amazon exclusivity for 90 days, you must inform TSP at least 10 business days in advance of the ending of the 90-day term, if you want to be removed from the program. Otherwise, Amazon will automatically renew the book's enrollment for another 90 days.
3. If you ask or agree to participate in Amazon's KDP Select program, which requires the Author give Amazon exclusivity for 90 days, the Author cannot terminate his or her agreement with TSP until the 90-day term is up.

### **BLACK-AND-WHITE-INTERIOR PRINT ON DEMAND (P.O.D.) BOOKS**

TSP charges set-up fees that vary based on the program chosen by the Author, as well as an annual P.O.D. file hosting fee (currently \$25) for a Work in P.O.D. format.

This fee enables the book to remain in Ingram's distribution system. Ingram is the world's largest book distributor.

### **APPROVED FONTS for Black-And-White Interior Books:**

**The only approved fonts for use on black and white interior books are as follows:**

- Athelas - Baskerville - Cochin - Crimson Text - Fanwood - Hoefler Text - Iowan Old Style  
- Palatino - Times New Roman

### **COLOR-INTERIOR PRINT ON DEMAND BOOKS:**

Color-interior is entirely separate program and requires different processes and prices. Color-interior books require payment of formatting fees (they vary by book length and number of images). POD file hosting and other fees, such as setup and cover design, remain the same.

### **BOOK PAGE/DATABASE CHANGES:**

Authors are provided with a form to complete to have their book added to the TSP website. Authors also provide information that TSP provides to Ingram (for print books) and Amazon, Barnes and Noble, Apple, and Kobo (for ebooks) Making changes to databases (price, book description, and/or any other listing info.) is time-consuming, and can result in third-party retailers temporarily listing a book as "out of print", which can delay sales for customers. If the Author has any changes to make to any listings on these sites, or to information the Author previously provided for the TSP or Ingram, a fee must be paid to process each batch of requested changes.

### **REPLACE PDF EBOOK AND EXCERPT FILES:**

If the Author needs TSP to replace the pdf version of the ebook and/or excerpt, an additional fee will be incurred.

### **ANNUAL POD FILE HOSTING FEE:**

Hosting fees are charged on an annual basis. Authors are notified by email when the hosting fee is due. TSP may, at its discretion, deduct the annual fee from commissions due. The hosting fee is effective once the Author registers for the P.O.D. program. The first annual hosting fee (currently \$25). Hosting fees are not refundable and are not pro-rated.

### **TERMINATION TO AVOID ANNUAL PRINT HOSTING FEE:**

If the Author wants to terminate their agreement before the next hosting fee is due, they must e-mail TSP a termination request at least one month prior to the anniversary date of their book's publication. If the printer

bills the TSP for that year, and the Author has not yet terminated their agreement, the Author must pay for the entire hosting fee for that year, even if they choose to terminate their agreement at that time. The fee is non-refundable and cannot be pro-rated. Basically, once the printer bills us, it is too late. We can't get that money back.

#### **TSP'S RIGHT TO RECOUP UNPAID FEES:**

ALL AUTHORS - If the Author fails to pay the annual fee, or otherwise owes TSP any fees for any reason, and if the Author has one or more ebooks for sale, TSP reserves the right to keep the ebook(s) up for sale to recoup any unpaid fees.

If the Work is terminated, and if the Author requests copies of their files, the TSP reserves the right to delay sending those copies to the Author until the Author has paid any fees owed to the TSP.

Negative amounts in the Author's account that are not paid within 30 days will accrue interest of 24% per annum (or 2% per month).

#### **IF AN AUTHOR CEASES COMMUNICATION:**

If TSP does not receive a response from the Author to TSP's communications within 10 business days, TSP may be forced to terminate the Author's agreement without further notice by TSP. TSP cannot continue to sell an Author's book if the Author is not responding to TSP's communications. However, the annual fee will still be due if TSP does not receive notice of the Author's intent to terminate their agreement at least 30 days before the anniversary date of the publication of their book(s).

#### **REACTIVATING A TERMINATED BOOK:**

If an Author wishes to relist a terminated title, a \$125.00 reactivation fee must be paid. TSP may, at its discretion and for any reason, choose not to relist a terminated title.

#### **FINAL APPROVAL AFTER UPLOAD:**

Once the Author has approved both the manuscript and the cover to be uploaded to Ingram, any changes will be charged a fee.

##### **The fees are as follows:**

- Cover: \$100
- Interior Illustrated: \$150
- Interior Black & White: \$100
- Ingram re-uploading fee \$25

#### **FINAL APPROVAL FOR DISTRIBUTION - P.O.D.:**

TSP will not deem a Work in P.O.D. format to be final without the Author's approval. Therefore, the responsibility of deeming a Work in P.O.D. format to be final and ready for sale is borne by the Author. However, if errors are discovered later that were in the final version of the manuscript approved by the Author, the Author agrees to pay a post-print-galley processing fee to have the errors corrected. Books with errors can harm the Author's and the publisher's reputations.

TSP reserves the right to delay publication of the Work, or to remove the Work from the market, until the errors have been corrected. If the errors were the result of the Author's mistakes, a fee must be paid for the corrections before the book can be activated or reactivated.

The text of the title of the book must match on the cover, the interior file, and in the distributor's system. Having different words in the title of a book in any of these is not permitted under any circumstances. If the Author submits inconsistent information, fees may be required to repair the Author's error(s).



### **FINAL APPROVAL FOR DISTRIBUTION – Ebook:**

To create ebook files, TSP uses the final, approved version of the manuscript and cover used to create the P.O.D. version of the book. In lieu of that, TSP uses files provided by the Author. If errors are discovered later that were in the final version of the manuscript submitted by the Author, the Author agrees to pay a reformatting/reconversion fee, which varies based on the complexity of the formatting. If the errors are such that they result in making the work unsellable, TSP may remove the Work from all sales channels until the fee is paid by the Author and the errors are corrected. If the errors were the result of the Author's mistakes, the fee must be paid for the corrections before TSP will do the new formatting/conversion work and put the book on the market.

### **REVISIONS TO PRINT AND EBOOKS:**

The print book files are entirely separate from the ebook files. Different programs must be used to create each set of files. It is the Author's responsibility to notify each division (print and ebook) of TSP if/when they wish to make revisions to any or all editions of their book.

If TSP must re-do formatting work due to the author submitting incorrect file(s) or older file(s) that do not include TSP's most recent formatting work, additional fees will be required.

### **BOOK COVER DESIGN:**

Cover design is included with the “full package” service. **AGREEMENT TERMINATION BEFORE PUBLICATION**  
We understand that Authors occasionally need to cancel their TSP agreement for a variety of reasons. Cancellation before any file transmissions or formatting work is completed on your book, that is fine. However, the TSP will retain a 10% cancellation fee to cover labor and transaction costs associated with processing the initial order. By agreeing to this agreement, you state that you understand and agree a 10% cancellation fee will apply to ALL fees paid when signing up. However, if any file transmissions have occurred or work has begun on your book or cover design, no refunds are permitted.

**Except as noted in the paragraph above, refunds are not permitted for P.O.D. set-up fees, formatting, annual hosting fees, or cover design.**

## **VI. CLAUSES REGARDING THE PRICING OF WORKS:**

**PRINT BOOKS** - The Author is allowed to set the list price of the Work to whatever the Author would like, provided the price is at, or above, TSP's minimum prices.

### **FAIR PRICING:**

If an Author purchases copies of their print book from TSP, they can then resell those books for whatever price they choose. However, if Amazon finds a listing for your book for less than the official "list price," they reserve the right to remove the Work from Amazon.

### **POST PUBLICATION:**

## **VII. CLAUSES REGARDING COMMISSION PAYMENTS**

TSP will supply the Author with sales report each month via email.

Author commissions will be distributed monthly, as Ingram sends compensation to TSP (there is usually a 90-day delay from Ingram dispersing funds to TSP after sales are reported). 10% of net earnings on works sold will remain with TSP to cover operating costs; 90% of net earnings on works sold will be sent to author. (Example – net earning \$2 per book - .20 to TSP, \$1.80 to author.)

Author is responsible for annual hosting fees on Ingram's website after the first year. TSP will invoice author 30 days in advance of this renewal.

Commissions are only paid on sales deemed final. Criteria for deeming a sale final are as follows: 1.) the sale has been processed by TSP's distributors'/retailers' sales and fulfillment system, and 2.) the proceeds of the sale have been deposited in TSP's bank account.

Only when these two criteria have been met can commissions be credited to Author.

**Sales deemed final may be reversed by TSP, or TSP's client retailers/distributors in the following circumstances:**

- 1.) The customer requests a refund.
- 2.) A credit card is used for the purchase and the card holder later issues a chargeback, which is defined as a refusal to pay because the customer deems the charge unauthorized,
- 3.) The customer pays with a check that is returned because of insufficient funds or a stop-payment order,
- 4.) Any possible credit card or check fraud involving an order for the Author's Works.
- 5.) Any pattern of suspected fraud, including any pattern of fraudulent orders suspected by TSP or any other bookseller or distributor. If a pattern of fraudulent orders, or a single, large fraudulent order, are suspected, the Author's agreement may be terminated immediately, regardless of the source of the fraud, and all funds will be put on hold pending the outcome of any investigation. Authors will not be paid commissions for orders placed at bookstores that are not picked up and paid for by the ordering customer.

Because of the slow nature of credit card companies, a chargeback may take several months to resolve. For this reason, sales deemed final may be reversed at any time.

If a sale deemed final is reversed and the commission has already been paid to the Author, the amount of the commission paid will be deducted from future commissions owed to the Author by TSP.

If future commissions owed to the Author by TSP are insufficient to cover the cost of sales that have been reversed, the Author is responsible for refunding the money to TSP within 30 days.

Commission payments are processed on the 5th business day of each month. TSP observes standard holidays recognized in the United States. Commission payments are currently paid via a check sent through US mail. Checks are in U.S. funds.

TSP is in the process of finding cost effective ways to electronically send commission payments. TSP will keep the Author apprised of these options as they come online. Author may change to electronic payments at the time that service comes available.

Commission payments are only made on Author accounts with outstanding balances of \$10.00 US or more. Accounts with outstanding balances of less than \$10.00 are not paid until the fifth business day of the month after they reach these thresholds, or until the account is terminated, whichever happens first.

For co-authored Works, where more than one individual owns the rights to the Work, TSP will distribute one payment payable to one name/account, or to an account owned by both/all Authors and designated as the Authors' book's designated payee, or to one individual representing all Authors, which is the individual who paid the setup fees and who primarily corresponded with TSP during the publishing process. TSP cannot distribute separate commission payments to Authors of co-Authored works. All Authors of Works published by TSP MUST complete this agreement.



Per United States federal tax law, TSP must obtain the social security number, along with the name and address, of all Authors who are United States citizens. For this reason, TSP must request and keep on file the Author's social security number when the Author's agreement is submitted. This will be in the form of a W-9 Form from the IRS.

If TSP issues a commission by check, TSP will not re-issue missing commission checks (those that do not arrive at their destination) for a minimum of four weeks. Mail does go astray, though rarely. Forwarded mail takes longer to arrive. Canceled checks are expensive to process. Banks do not always catch canceled checks and occasionally allow them to clear. For all of these reasons, TSP allows extra time to determine what has happened to checks that do not arrive promptly at their destinations. In most cases, the missing checks eventually arrive at their destination.

**COMMISSIONS THAT CANNOT BE DISTRIBUTED FOR ANY REASON ARE HELD FOR 18 MONTHS. AFTER THAT POINT, THOSE COMMISSIONS REVERT TO THE PROPERTY OF TSP.**

It is very important for Authors to keep TSP updated on their contact information, as well as for Authors to check their email regularly for any correspondence from the TSP. If the Author is owed commissions, and if the TSP cannot distribute those commissions for any reason, commissions owed shall be set aside for twelve months from the date of each non-deposited/returned check, or from the date when the electronically transferred commission is "returned" TSP, or from the date each commission payment is put on hold because of the Author's failure to provide the information listed above. If, after eighteen months, the Author, or Author's legally designated representative, has failed to claim unpaid commissions, the commissions shall revert to the property of TSP.

**Examples of how Author commissions might go undistributed:**

- \* the Author has not provided the TSP with their current email and mailing address
- \* the Author has not responded to the TSP's request for updated information within ten (10) business days of TSP emailing Author, or Author's representative
- \* Author's commission checks are returned to TSP by the post office
- \* the Author has failed to deposit TSP's commission checks within two months of the date those checks were mailed
- \* the Author has failed to notify the TSP of any undelivered checks within two months of the date those checks were mailed
- \* in the case of U.S. Authors, the Author has not provided TSP with a valid social security number or federal tax I.D. number

Author will notify TSP of any new address or change in contact information (email or otherwise) before the change takes place so correspondence will not be interrupted. The Author should expect a response from the TSP via email within three (3) business days that your new address has been received and processed.

**IV. SALES DISTRIBUTION:**

**INGRAM - PRINT BOOKS ONLY**

Cost per copy of books will be determined by the length of book, paper type selected, color pages, etc. Author copies will be available for order from TSP at cost, plus \$.25 per book. Shipping will be billed at cost. (Example - \$3.50 cost of book + \$.25 additional to TSP = \$3.75 + shipping.)

Ingram listings may also be picked up by other smaller distributors. TSP does not work directly with other distributors, but those distributors can order the TSP's books from Ingram.

Sales channels can be added or removed at TSP's discretion and without prior notice. While TSP provides listings to Ingram for print books, online bookstores, such as Amazon.com, are not required to list these titles for sale. Listings offered by online bookstores are at the discretion of each particular store. Any online store can also choose to remove a book at any time, and for any reason. Ingram has never refused to list any of TSP's books but they, too, can refuse any book for any reason.

Likewise, if a book is terminated and goes out of print, these online bookstores may, at their discretion, choose to leave the book page on their site, even though no new copies of the book can be printed/purchased. Removing the book may disrupt their customers' purchase histories. Any bookstore has the right to sell used copies of a print book and some allow third parties to list/sell used copies on their sites. Online retailers are not required to remove old book listings from their systems. TSP is not responsible for errors in third-party book listings, nor for third parties who continue to display a book page for a book that can no longer be purchased.

TSP is not responsible for books sold at the incorrect price by third parties.

TSP cannot guarantee the successful sale and delivery of books through distributors, bookstores and other wholesale outlets. Those firms are responsible for their own listing accuracy, sales, and distribution. Wholesalers and retailers may refuse to list books for sale and may refuse to honor orders received for a variety of reasons. TSP is not responsible for the decisions and actions of other companies with regard to the listing, marketing, sales and distribution of books.

#### **IX. CLAUSES REGARDING COMMUNICATION WITH AUTHORS:**

The primary method of communication with Authors shall be through email. Exceptions to this must be agreed upon separately with Author and TSP.

If the Author does not respond to emails, and/or correspondence sent through the US Mail, the Author's agreement and Work(s) may be terminated and the Work removed from all sales channels without notice. As part of this agreement, the Author must provide the TSP with the name and contact information of a Beneficiary (see below).

#### **X. CLAUSES REGARDING THE PROMOTIONAL ACTIVITY OF AUTHORS:**

When an Author's Work is made available for sale, TSP adds the Author to its website, along with a short biography, book description, and links to online book retailers where the Work can be purchased.

#### **ANTI-SPAM:**

The Author may use their listing on TXSistersPress.com URL in any promotion they see fit, provided that promotion is not illegal, and does not have the potential to damage TSP's brand.

If the Author is unsure about a specific promotional tactic, the Author is required to seek the advice of TSP before proceeding with the promotion.

#### **TSP is adamantly against the tactics of spam. Spam is defined as:**

- 1.) sending a form email en masse to people who have not requested it.
- 2.) posting a form message en masse to newsgroups or discussion lists
- 3.) any unsolicited electronic posting or mailing that results in complaints to TSP, TSP's web hosting service or an anti-spam group, whether made by the Author of the Work or by a third party with or without the Author's knowledge.

The Author should never use spam tactics when promoting their Work. Authors who use spam tactics when promoting their Work may have their agreement immediately terminated, their Work removed instantly from TSP's sales channels and become ineligible to do business with TSP in the future. As with any agreement termination, there will be no refund issued for fees charged.

The Author will not have any rights to or in any trademark, service mark, copyright, trade name, mark or colophon used or licensed by TSP without written permission from the TSP.

#### **XI. CLAUSES REGARDING THE PROMOTIONAL ACTIVITY OF THE TSP:**

TSP shall have the right to use the Author's name, or pen name (whichever one the Author specifies), likeness and biographical material for the purpose of advertising, publishing, and promoting the Work itself, its title, and all material, including characters in the Work, through their use, simulation, or graphic representations on or in connection with the Work or TSP.

TSP may, at its sole discretion, distribute excerpts and reprints of portions of the Author's titles to print, broadcast, websites, and electronic publications or to the general public for marketing purposes.

The Author is responsible for sending print books, or ebooks, to reviewers, at their discretion and expense. TSP provides copies of an Author's ebook to the Author at no charge.

While TSP promotes Texas Sisters Press, LLC in general, and promotes specific books when opportunities arise in interviews, etc., Authors are responsible for promoting their own books.

#### **XII. CLAUSES REGARDING DEALS NEGOTIATED BY THE AUTHOR WITH THIRD PARTIES:**

The Author and TSP are independent agreementors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

This agreement does not create an exclusive relationship between the Author and TSP.

The Author will have no Authority to make or accept any offers or representations on TSP's behalf. The Author agrees not to make any statement, written or oral, that would contradict the above.

If the Author wishes to enter into a distribution deal with a third-party with which TSP has no established relationship, the Author is free to do so. However, in that instance, the Author agrees to negotiate the terms as well as perform all sales fulfillment and management of the relationship. TSP has no obligation to support relationships entered into independently with third parties by the Author, other than to sell the Work to the Author at the same standard discount it gives to all Authors.

#### **XIII. CLAUSES REGARDING THE HANDLING OF CUSTOMER INFORMATION:**

TSP's transaction system contains customer contact information and buying habits of individual customers. Per the TSP's Privacy Statement, this data is not shared with anyone other than the owners and employees of TSP.

#### **XIV. CLAUSES REGARDING THE HANDLING OF SALES DATA:**

TSP's transaction system contains sales data regarding the purchase of Works. TSP owns this data.

TSP shares this data with the Author in the form of commissions and monthly sales reports emailed to the Author.

## **XV. CLAUSES REGARDING THE AVAILABILITY OF WORKS FOR SALE:**

TSP shall make all reasonable efforts to keep its Web sites and publishing structure viable at all times. Temporary lapses in the site's presence on the Internet occurring through natural or technical causes do not constitute an exhaustion of edition. TSP cannot be held responsible for any loss of sales due to website errors or server downtime or electronic transmission problems.

TSP's printer currently works with six P.O.D. printing facilities - four in the U.S., one in the U.K., and one in Australia

## **ERRORS ON THIRD PARTY WEBSITES:**

### **PRINT BOOKS**

TSP is responsible for submitting basic (price, page count, cover, description, etc.), correct book information to Ingram, the book distributor. Ingram has thousands of clients worldwide and it would be impossible for TSP to contact each of their customers if/when one of them fails to post/update book information on their site. If Ingram has erred, TSP will contact them about correcting the error. If one of Ingram's customers has erred and if they fail or refuse to post the information correctly, as it was supplied by Ingram, the Author will need to contact the third-party directly.

### **EBOOK RETAILER DISTRIBUTORS:**

TSP is responsible for submitting correct book information to its client ebook retailers/distributors. Some of these firms have numerous divisions/clients worldwide and it would be impossible for the TSP to contact each of those if/when one of them fails to post/update book information on their site. If the ebook retailer/distributor has erred, TSP will contact them about correcting the error. If they fail or refuse to post the information correctly, as it was supplied by TSP, the Author will need to contact them directly.

## **TERMINATION:**

The Work shall not be deemed "out-of-print" or "inactive" for as long as its presence remains in the TSP's sales channels, unless any agreed-to time limits have been reached without renewal by both TSP and the Author.

However, Author and/or TSP may terminate this agreement at any time for any reason. TSP, at their discretion, may terminate any agreement for any reason, with or without cause.

With the exception of beneficiaries in the event of the Author's death, TSP will not transfer files, accounts, or any other item to or between third-party individuals or companies.

TSP will be dismissed from its obligations in this agreement if events occur outside of TSP's control, including natural disaster, acts of God, fire, power or other service outages at TSP and/or the printer's facility, or labor problems at the printer's and/or distributor's facility. Should any type of service interference occur, TSP will notify all Authors and provide a good faith estimate as to when the problems will be resolved.

## **XVI. CLAUSES REGARDING THE OWNERSHIP OF FILES AND DATABASES:**

Terminating Authors must request copies of their production files upon termination. If an Author requests copies of their files after termination, a \$25 fee will be charged for TSP to pull files from archives. If TSP terminates the agreement, the Author has thirty (30) days to request copies of their files without incurring the fee. TSP only retains files for two years after a book is terminated.

TSP hereby absolutely and unconditionally sells, assigns, conveys, and transfers all right, title, and interest in the Interior Design and Cover Design to Author, effective as of the date hereof. As used herein, "Cover

Design/Interior Design" is defined as pictorial drawings, compositions, or other manifestations of book covers and/or interior book designs created for or on behalf of Author on or after the Effective Date of this Agreement. If the Cover Design/Interior Design incorporates or otherwise makes use of any separately copyrighted stock art or stock photographs, the sale, assignment, conveyance, and transfer of all right, title, and interest in the Cover Design does not convey any ownership of copyright in said underlying stock art or stock photographs, and any rights in and to said stock art or stock photographs are expressly limited to their use in the Cover Design/Interior Design and said stock art or stock photographs may not be used in any way apart from the Cover Design/Interior Design.

If artwork used on the Author's cover was obtained from a third-party service, the Author does NOT own exclusive rights to that artwork. They only own exclusive rights to the finished cover design as a whole.

If your cover design/interior design is/was designed by another designer: You need to check with that designer concerning your rights. TSP STRONGLY advises Authors to have work-for-hire agreements signed by any freelancer working on your book's interior or cover before hiring them so the Author can use that work in perpetuity without fear of copyright infringement accusations from disgruntled ex-designers. Authors can find sample work-for-hire agreements online. If you do not own all rights to your cover, and if a dispute arises in the future, TSP may be forced to remove your book at the request of the copyright owner (the designer). Therefore, you are STRONGLY encouraged to enter into a work-for-hire agreement with any designer or artist you hire. Production files are the final pdf files submitted to the printer for printing the interior and cover of each book. Under the terms above, TSP Authors OWN THEIR PRODUCTION FILES.

TSP is the sole owner of all database information hosted on its servers. For legal and financial reasons, upon agreement termination, TSP will retain all correspondence with the author, including the author's terminated author account in the TSP's database, agreements, receipts, sales info., etc.

#### **BOOKS PRINTED ELSEWHERE:**

**Files containing Texas Sisters Press' name, ISBN, or any other identifying information cannot be printed elsewhere.** If the Author wishes to print the book elsewhere, they must obtain their own ISBN and barcode, and use those in/on the files. Author agrees to remove TSP's ISBN, name, and any other identifying information from any books not being printed by TSP.

#### **EBOOKS SOLD ELSEWHERE:**

**If the Author wishes to sell their ebook directly, they agree to remove TSP's ISBN, name, and any other identifying information from the files prior to selling the ebook elsewhere.**

#### **XVII. GENERAL CLAUSES:**

Crowdfunding - Authors occasionally seek outside funding in order to publish their books. Author agrees not to use TSP's name, logo, the owners' or employees' names, nor any other information about TSP in their crowdfunding activities.

TSP will not enter into a business relationship with an Author that competes, either directly or indirectly, with TSP (i.e. another publishing company or publishing services TSP serving Authors).

The agreement of any Author who lists their book with TSP, and then begins to compete with TSP, either directly or indirectly, is subject to termination.

If TSP determines, at its sole discretion, and at any time, that an Author or firm is considered a competitor, the TSP will immediately terminate its agreement with that individual or firm.

Printing costs and other fees do increase occasionally and without prior notice. All prices and fees are subject to change without notice.

TSP may at any time sell itself, or the majority of self, its holdings, licenses or grants. Current agreements would transfer to the new owner.

If TSP is legally judged bankrupt or liquidates its business, this Agreement shall be effectively terminated, and all rights granted to TSP shall be terminated. TSP will only be responsible to the Author for the unpaid commissions at the time of insolvency.

For P.O.D. books, if the TSP's printer is legally judged bankrupt, liquidates its business, or discontinues offering their services to TSP for any reason, or if TSP's relationship with the printer is terminated, this Agreement for P.O.D. books shall be effectively terminated and all rights granted to TSP shall be terminated. TSP will only be responsible to the Author for the unpaid commissions at the time of insolvency.

**Ebooks:** Amazon, Apple, Barnes and Noble, Kobo, or any distributor/retailer can cease operations or choose not to continue selling a particular book. TSP can also choose to stop doing business with one of these firms for any reason. If any of these things shall occur, TSP will only be responsible to Author for the unpaid commissions at that time.

During the course of this agreement and beyond, the Author may receive information relating to TSP and related entities that is not known to the general public ("Confidential Information"). Confidential Information includes, without limitation, correspondence with the Author via email, US Mail, information relating to sales, confidential marketing processes, and other information related to TSP.

**The Author agrees that:**

- 1.) all Confidential Information will remain TSP's exclusive property;
- 2.) the Author will use Confidential Information only as is reasonably necessary for the relationship with TSP;
- 3.) the Author will not disclose Confidential Information to any individual, TSP, or other third party.

**TSP may amend any of the terms and conditions contained in this Agreement at any time and solely at its discretion.** TSP will email notification of the changes to the Author. The Author is responsible for reviewing the notice and any applicable changes.

**TSP will make every effort to contact the Author if this agreement changes, but TSP cannot be held responsible for electronic transmission problems. Changes to this agreement, however, may be posted without notice to the Author.**

THE AUTHOR'S CONTINUED PARTICIPATION IN TSP'S PROGRAMS AFTER TSP'S COMMUNICATION OF ANY CHANGES WILL CONSTITUTE THE AUTHOR'S ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. IF THE AUTHOR DOES NOT AGREE TO ANY CHANGES TO THIS AGREEMENT, THE AUTHOR MUST TERMINATE THIS AGREEMENT.



**LIMITATION OF LIABILITY; DISCLAIMERS:**

AUTHOR AGREES THAT TSP, ITS SUBSIDIARIES, DIVISIONS, EMPLOYEES, AGREEMENTORS, AND/OR OFFICERS WILL NEVER BE LIABLE TO THE AUTHOR, UNDER ANY CIRCUMSTANCES AND/OR FOR ANY REASON, FOR AN AMOUNT THAT EXCEEDS THE FEES PAID TO TSP BY THE AUTHOR FOR SERVICES. IN OTHER WORDS, LIABILITIES ARISING FROM TSP'S, ITS SUBSIDIARIES', DIVISIONS', EMPLOYEES', AGREEMENTORS', AND/OR OFFICERS' SERVICES, ERRORS, NEGLIGENCE, OMISSIONS, AND/OR ACTS OF ANY KIND SHALL NOT EXCEED THE TOTAL FEES PAID BY THE AUTHOR TO TSP FOR SERVICES.

UNDER NO CIRCUMSTANCES SHALL TSP, IT'S SUBSIDIARIES, DIVISIONS, EMPLOYEES, AGREEMENTORS AND/OR OFFICERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOST PROFITS AND/OR LOST TIME, DAMAGE TO REPUTATION, BUSINESS INTERRUPTION, DOWNTIME COSTS, AND/OR INABILITY TO USE THE PRODUCTS OR SERVICES, EVEN IF A PARTY HAS BEEN ADVISED, OR WAS AWARE, OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH COSTS, EXPENSES OR DAMAGES.

*IN LAYMAN'S TERMS*, IF ANY DISPUTE ARISES, TSP WILL ONLY BE LIABLE TO REFUND THE AUTHOR FOR ANY FEES PAID BY THE AUTHOR TO TSP FOR SERVICES RENDERED. Any book purchases by the author are not considered fees for services and those would not be included in any refund or credit.

This Agreement will be governed by the laws of the United States of America and the state of Texas, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Collin County, TX and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without TSP's prior written consent. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. TSP's failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to enforce such provision or any other provision of this Agreement subsequently. Any notice or other communication under this Agreement will be given in writing and will be delivered by e-mail or via US Mail.

The parties agree that, except as specifically provided herein, all disputes arising under this Agreement shall be settled by binding arbitration in Texas and submitted to the American Arbitration Association for final disposition.

**I HAVE READ AND UNDERSTAND THE AGREEMENT BETWEEN MYSELF AND TSP AND AGREE TO ALL TERMS AND CONDITIONS LISTED HEREIN.**

**IF I ALREADY HAVE BOOKS PUBLISHED BY TSP, I AGREE THAT THE CURRENT AGREEMENT (SEE AGREEMENT VERSION DATE AT THE TOP OF THIS PAGE) WILL NOW APPLY TO ALL OF MY BOOKS PUBLISHED BY TSP.**

If I die while this agreement is still in effect, please assign editorial and agree mutual control and future royalty checks for this book to:

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
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SIGNER (AUTHOR): \_\_\_\_\_ DATE  
ENTERED INTO THIS AGREEMENT: \_\_\_\_\_ NAME OF  
SIGNER: \_\_\_\_\_ ADDRESS OF  
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\*\*PLEASE CHECK SELECTION (S) FOR YOUR BOOK:

Paperback

Ebook

Hardback

FOR TSP: Cassandra J. Dallas-Orr

Cassandra J. Dallas-Orr (For Texas Sisters Press, LLC)

03AUG2022

\*\*Please note your publishing choices above. See below for pricing. A deposit of half of the cost is due upon signing of the contract. The other half is due just prior to publication. Thank you for your business!\*\*





**BUNDLES:**

**PRINT BOOK - color cover BW text interior** (middle grade, young adult, new adult, adult, non-fiction, poetry, etc) **total: \$550**

- Formatting Book Interior
- Cover design
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- Upload to Ingram

**Adding ebook** (additional ISBN needed) **total: \$650 (for both)**

- Formatting ebook
- Cover
- Upload to Ingram

**\*\*Adding ebook KINDLE only** (no ISBN needed/use free one from KDP) No extra charge.

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- Cover
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- Formatting ebook
- Cover art
- Upload to Ingram
- ISBN number

**Adding additional paperback or hardback: \$150 – making it \$825 for all three (paperback, hardback, and ebook for new authors)**

- Formatting additional book
- ISBN number
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**\*\*NOTE: Returning illustrated book authors receive \$50 off for the third option. For example: author wants all three – ebook, hardback, and paperback. Their total for ALL THREE would only be: \$775.**

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**Cover Design only** - \$250 (includes one stock photo, additional photos will be charged at cost of photo) – three revisions included prior to approval. **Once approved, any additional revisions will cost \$100 plus cost of additional images. (Unless cover revision is the error of Texas Sisters Press).**

**Audiobook cover** - \$100 (includes one stock photo, additional photos will be charged at cost of photo) **Once approved, any additional revisions will cost \$100 plus cost of additional images. (Unless cover revision is the error of Texas Sisters Press).**

**Formatting Interior** - \$125 text only interior.

**Children's Book Interior** - \$300

**Ready to go, edited and formatted** – Amazon Paperback Only \$50 (no revisions included). Ready to go, edited and formatted – TSP/Ingram \$150; \$400 with cover design. Hardback book, extra \$125

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### **Additional Benefits to all TSP authors published through Ingram:**

**Ten hours social media support (Ten hour and 15 min if you are a new author) –**

- 15 minutes for cover reveal online (**new author only**)
- 1 hour book launch online
- 9 hours of branding, social media coaching, etc. to be used within 6 months of publishing book, or will be forfeited.

### **COST PER BOOK / EARNINGS / COPYRIGHTS / ISBN**

Cost per copy of books will be determined by the length of book, paper type selected, color pages, etc. Author copies will be available for order from TSP at cost, plus \$.25 per book. Shipping will be billed at cost. (Example - \$3.50 cost of book + \$.25 additional to TSP = \$3.75 + shipping.)

**Author compensation through TSP will be distributed monthly, as Ingram sends compensation to TSP.** 10% of net earnings on books sold will remain with TSP to cover operating costs; 90% of net earnings on books sold will be sent to author. (Example – net earning \$2 per book - .20 to TSP, \$1.80 to author.)

Author is responsible for annual hosting fees on Ingram's website after the first year. TSP will invoice author 30 days in advance of this renewal.

**All authors retain copyright to their books and their book covers.** If services are terminated with TSP, ISBN numbers are retained by TSP. Author must discontinue use of ISBN and obtain new ISBN number, and remove any TSP logos or branding before republishing book.

**All manuscripts must be professionally edited prior to initiating services with TSP.** If editing services are needed, TSP will be happy to refer you to potential editors. TSP receives no compensation for referrals. All books submitted to TSP must be "clean reads". TSP retains the right to refuse to publish any book for any reason.

Texas Sisters Press, LLC – Price Sheet and Publishing Agreement as of 03AUG2022

**We look forward to working with you through your publishing journey.  
Let our brand stand behind your book!**