

PUBLISHING AGREEMENT Version Date: 03JAN2024



Royal Rose Publishing, LLC PUBLISHING AGREEMENT – FULL-SERVICE PACKAGE

Agreement is between Royal Rose Publishing, LLC ("Royal Rose"), and undersigned ("Author") –

Author Name (s)

Title of work

This Agreement is between **Royal Rose Publishing, LLC, hereafter referred to as "Royal Rose"**, 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 Royal Rose's agreement.**

Non-exclusive print and electronic rights only. Authors are free to sell their books elsewhere. Author or Royal Rose 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 ROYAL ROSE:

Royal Rose 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 Royal Rose 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 Royal Rose's print-on-demand service, the Author grants Royal Rose 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 Royal Rose. 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 Royal Rose title, Royal Rose 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 Royal Rose 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 Royal Rose's legal fees and any resulting judgment for any threatened legal action, lawsuit, and/or judgment against Royal Rose 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 (Royal Rose 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 Royal Rose from any responsibilities relating to any legal actions incurred by the contents of the Work or the actions of the Author.

Royal Rose 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. Royal Rose is not liable to any third party for the Work, regardless if Royal Rose had any knowledge, or could have reasonably known of any illegal, or unlawful content in Work.

Royal Rose 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, Royal Rose reserves the right to place the Work on hold while an investigation takes place, or to terminate the Work, at Royal Rose's discretion.

Author agrees to not enter into any agreements with any individual or entity that will conflict with the rights granted to Royal Rose as stated in this agreement without first terminating Author's agreement with Royal Rose 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 Royal Rose.

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. **Royal Rose 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.

Royal Rose 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 Royal Rose'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 Royal Rose 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 Royal Rose via email or US Mail. Royal Rose may be forced to terminate an Author's agreement, without notice, if the

Author does not respond to Royal Rose’s communications. A reactivation fee is required if an Author wishes to reactivate their book after termination.

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

From the initial date of the signed contract, the author is required to send the fully-edited manuscript for print and materials necessary for publication within 90 days. If the materials are not received within ninety days of the signed contract, this contract is considered null and void and repayment of the initial deposit is not required on behalf of Royal Rose Publishing, LLC.

If the materials are not received in a timely manner or it is found that the author has broken and clauses within this contract, Royal Rose Publishing, LLC is under no obligation to repay deposits paid to them. If the author decides to break this contract at any time, they may do so, but Royal Rose Publishing, LLC is under no obligation to pay any deposit back.

III. CLAUSES REGARDING THE FORMAT OF WORK:

Royal Rose 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 Royal Rose. The Author agrees to not hold Royal Rose 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)

Works can only be in P.O.D. format if the Author is accepted into Royal Rose’s P.O.D. program, pays the required fees, and delivers the Work per Royal Rose’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. Royal Rose 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 Royal Rose 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 Royal Rose is registered to Royal Rose Publishing, LLC, and must remain the property of the Royal Rose.**

The Author is not permitted to distribute or sell the EBOOK version of their book through other retailers unless they have removed Royal Rose'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 Royal Rose. Authors cannot directly sell or distribute products that are registered under Royal Rose's ISBN.

Authors can, however, remove Royal Rose'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 Royal Rose, the Author acknowledges the following:

1.) All sales for the Work (except for printed copies the Author has purchased directly from the Royal Rose for resale) must be processed by Royal Rose because Royal Rose 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 Royal Rose (Royal Rose is 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. Royal Rose 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 Royal Rose's agreement will automatically be in effect. The current agreement can always be requested by emailing Royal Rose.

IV. CLAUSES REGARDING SERVICES PROVIDED BY ROYAL ROSE:

Royal Rose 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 Royal Rose website.

While Royal Rose 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 Royal Rose'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.) Royal Rose 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. Royal Rose 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 Royal Rose and Amazon KDP 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 Royal Rose until the 90-day term is up.

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

Royal Rose 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

BOOK PAGE/DATABASE CHANGES:

Authors covers are added to the Royal Rose website. Their profiles are as well. If the information in the profile listed changes in any way, please contact Royal Rose, so the information is accurate.

Authors also provide information that Royal Rose 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 Royal Rose or Ingram, a fee must be paid to process each batch of requested changes.

REPLACE PDF EBOOK AND EXCERPT FILES:

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

ANNUAL POD FILE HOSTING FEE:

Hosting fees are charged on an annual basis. Authors are notified by email when the hosting fee is due. Royal Rose 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 Royal Rose a termination request at least one month prior to the anniversary date of their book's publication.** If the printer bills the Royal Rose 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.

ROYAL ROSE'S RIGHT TO RECOUP UNPAID FEES:

ALL AUTHORS - If the Author fails to pay the annual fee, or otherwise owes Royal Rose any fees for any reason, and if the Author has one or more ebooks for sale, Royal Rose 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, Royal Rose reserves the right to delay sending those copies to the Author until the Author has paid any fees owed to Royal Rose.

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 Royal Rose does not receive a response from the Author to Royal Rose's communications within 10 business days, Royal Rose may be forced to terminate the Author's agreement without further notice by Royal Rose. Royal Rose cannot continue to sell an Author's book if the Author is not responding to Royal Rose's communications. However, the annual fee will still be due if Royal Rose 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. Royal Rose 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 Black & White: \$100
- Ingram re-uploading fee \$50

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

Royal Rose 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.**

Royal Rose 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, Royal Rose 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, Royal Rose 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, Royal Rose 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 Royal Rose 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 Royal Rose if/when they wish to make revisions to any or all editions of their book.

If Royal Rose must re-do formatting work due to the author submitting incorrect file(s) or older file(s) that do not include Royal Rose'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 Royal Rose agreement for a variety of reasons. Cancellation before any file transmissions or formatting work is completed on your book, that is fine. However, Royal Rose 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, Royal Rose's (Ingram's) minimum prices.

FAIR PRICING:

If an Author purchases copies of their print book from Royal Rose, 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. For that reason, we like to keep the price the same across the board.

POST PUBLICATION:

VII. CLAUSES REGARDING COMMISSION PAYMENTS

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

Author is responsible for annual hosting fees on Ingram's website after the first year. Royal Rose 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 Royal Rose's distributors'/retailers' sales and fulfillment system, and 2.) the proceeds of the sale have been deposited in Royal Rose's bank account. Only when these two criteria have been met can commissions be credited to Author.

Sales deemed final may be reversed by Royal Rose, or Royal Rose'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 Royal Rose 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 Royal Rose.

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

Commission payments are processed by the 15th business day of each month. Royal Rose observes standard holidays recognized in the United States. Commission payments currently paid via check are sent through US mail. Checks are in U.S. funds. There are times payment via PayPal is an option. Please be advised, if Royal Rose is charged a fee for this service, the Author is responsible to pay the fee.

Royal Rose is in the process of finding cost effective ways to electronically send commission payments. Royal Rose 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 15th 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, Royal Rose 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 Royal Rose during the publishing process. **Royal Rose cannot distribute separate commission payments to Authors of co-Authored works.** All Authors of Works published by Royal Rose **MUST** complete this agreement.

Per United States federal tax law, Royal Rose must obtain the social security number, along with the name and address, of all Authors who are United States citizens. For this reason, Royal Rose 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 Royal Rose issues a commission by check, Royal Rose 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, Royal Rose 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 ROYAL ROSE PUBLISHING.

It is very important for Authors to keep Royal Rose updated on their contact information, as well as for Authors to check their email regularly for any correspondence from the Royal Rose. If the Author is owed commissions, and if Royal Rose 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" Royal Rose, 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 Royal Rose.

Examples of how Author commissions might go undistributed:

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

Author will notify Royal Rose 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 Royal Rose 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 Royal Rose at cost, plus \$.25 per book. Shipping will be billed at cost. (Example - \$3.50 cost of book + \$.25 additional to Royal Rose = \$3.75 + shipping.)

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

Sales channels can be added or removed at Royal Rose's discretion and without prior notice. While Royal Rose 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 Royal Rose'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. Royal Rose 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.

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

Royal Rose 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. Royal Rose 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 Royal Rose.

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 Royal Rose 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, Royal Rose 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. PLEASE KEEP ROYAL ROSE UPDATED ON ANY CHANGES, as this may affect a reader finding your work.

ANTI-SPAM:

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

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

Royal Rose 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 result in complaints to Royal Rose, Royal Rose'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 Royal Rose's sales channels, and become ineligible to do business with Royal Rose 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 Royal Rose without written permission from Royal Rose.

XI. CLAUSES REGARDING THE PROMOTIONAL ACTIVITY OF ROYAL ROSE:

Royal Rose 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 Royal Rose.

Royal Rose 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. Royal Rose provides copies of an Author's ebook to the Author at no charge.

While Royal Rose promotes Royal Rose Publishing, 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 Royal Rose 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 Royal Rose.

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

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