

Publishing Agreement with Authors

THIS AGREEMENT is made this October 24th, 2024 (The “Agreement”), by and between _____ an individual (hereinafter referred to as “Author”)

located at _____

and _____ a corporation (hereinafter referred to as “Glorybound Publishing”) whose principal place of business is located at _____, concerning some work presently entitled The _____

in the _____ (as described in greater detail below).

WHEREAS Author seeks to create books tentatively titled _____ (the “Work”); WHEREAS _____ seeks to publish the Work; and WHEREAS both parties agree to be bound by the terms and conditions set forth in this Agreement,

NOW THEREFORE Author and Glorybound Publishing agree as follows:

1. **Rights Granted.** The Author hereby grants, transfers, and assigns to the _____ the Work for the full term of copyright the exclusive right to publish in hardback and paperback editions (the “Primary Rights”) and to sell throughout the world in the English language with exclusive authority to license said rights in all countries and in all languages. The Author hereby reserves all rights not expressly granted to the _____.
2. **Delivery and Acceptance of the Manuscript.**
 - (a) Author shall deliver to _____ on or before November 30th, 2015 (the “Delivery Date”), one (1) original hard copy of the complete Work.
 - (b) **Editing and Revision:** Upon receiving the manuscript, _____ will compile the work. It will be returned to the author within four months of receiving the manuscript. Editorial Comments will be returned with the compiled bound manuscript (hard copy) given by the Publisher with the expectation the author will make changes as needed to present professional standard work.
 - (c) **Final Book Review:** After the author has had a chance to review the files and make editorial changes, _____ will proceed to compile the final product. The Final Manuscript is the responsibility of the _____ Editorial Staff to present a clean manuscript for publication. The Editors retain final authority as to wording, structure, flow, form and artistic content of the manuscript.
3. **Cover Picture/Painting**
 - (a) The author/artist is may present a copyright free photo or artwork to be used for the cover of the project. We have forms for copyright release in the event the author does not hold copyright of the piece. If a piece of wall art is used and it is by the author of the work, _____ will assume possession of it following the publication of the work. It becomes our property. We will display at events and put on the wall to promote the work.
4. **Representations and Warranties.**
 - (a) The Author warrants that he/she is the sole owner of the Work and has full power and authority to make this agreement, and that the Work does not infringe the copyright in any other work, violate the rights to privacy or publicity of any person, or constitute a defamation against any person.
 - (b) _____ represents and warrants that it is a company duly organized, validly existing, and in good standing under the laws of its jurisdiction of charter, having all requisite power and authority to enter into this Agreement, and that it will make no additions or changes to the Work that infringe the copyright in any other work, violate the rights to privacy or publicity of any person, or constitute a defamation against any person.
5. **Duty to Publish.**
 - (a) The Work shall be published by the _____ in the English language or which other language as soon as circumstances permit after receiving the Final Revised Manuscript, but in no event later than six (6) months, according to the fee structure, in such style or styles and at such price or prices as the Glorybound Publishing shall deem best suited to the sale of the Work.
6. **Artistic Control.** The Glorybound Publishing maintains final authority in decisions related to art

added to manuscripts. All art presented for publication must have copyright released from artist.

7. Royalties. The _____ shall pay to the Author on each copy of the Work sold by the Glorybound Publishing, the following royalties based on the Net Sales of the Work ("Net Sales" being defined as sales, less returns, at list price less trade discounts):

- (a) Paperback and Hardback: 10 % of the wholesale price on all copies.
- (b) On hardback and/or paperback copies sold for export (outside the United States and Canada), 10 % of the wholesale price of all copies.
- (c) No royalty shall be paid on copies furnished without charge for review, advertising, sample, promotion or other similar purposes, or on damaged copies or Author copies.

8. Subsidiary Rights. The _____ shall have the sole right to license, sell, or otherwise dispose of the following rights in the Work: publication or sale by book clubs; reprint rights; foreign rights; translation rights; publication in anthologies, compilations, digests, condensations; first and second serial rights (in one or more installments); dramatic, motion picture,; broadcast by radio; recordings; electronic, mechanical, and visual reproduction; computer programs; micro print, microfiche, and microfilm editions; syndication rights; permission rights (quotations, excerpts, illustrations, etc.); any other rights to the Work not specifically enumerated; and otherwise utilize the Work and material based on the Work. The net amount of any compensation received from such dispositions will be divided equally between the Author and the _____ (after all manufacturing costs, commissions, foreign taxes, and other charges) in lieu of royalty, including the net proceeds from television licenses shall be 50% to the Author and 50% to the _____

9. Accounting and Payments. 200 is due at signing of the contract with 50 per month until the publication date (total 600) and remainder is due at publication of the books with arrangements to be mutually made. In addition, copyright fee is due. The _____ shall render to the Author in June and December of each year a biannual statement of account as of the preceding six (6) month period along with royalty payments due.

10. Inspection of Books. Author, along with Author's legal or financial representative, shall, upon giving written notice to _____ or _____ designee, have the right once per year to inspect the _____ books of account to verify the accounting. If errors in any such accounting are found to be to the Author's disadvantage and represent more than five percent (5%) of the payment to the Author pursuant to said accounting, the cost of the accounting shall be paid by the _____. In any case, such payments owed to Author shall be payable immediately.

11. Copyright: _____ shall in all versions of the work published by _____ under this agreement, place a notice of copyright in the name of the author {ex: © 2015 by Irina Jolly} in a form and place that _____ reasonably believes to comply with the requirements of the United States copyright law, and shall apply for registration of such copyright in the name of the author in the United States Copyright office. The author shall deliver to Glorybound Publishing any and all documents which _____ deems necessary or appropriate to evidence or effectuate the rights granted in this agreement, including, but not limited to the Instrument of Recordation. Nothing contained in this section shall be construed as limiting, modifying or otherwise affecting any of the rights granted by _____ Publishing under this Agreement.

12. Indemnity. Author and _____ (each an "Indemnifying Party") hereby agree to indemnify and hold each other harmless from and against any and all claims, demands, actions and rights of action (including reasonable attorneys' fees and costs) which shall or may arise by virtue of: (work listed) anything done or omitted to be done by the Indemnifying Party (through or by his agents, employees or other representatives) outside the scope of, or in breach of the terms of, this Agreement; (ii) any breach of warranty or representation contained herein; and (iii) any misrepresentation, omission or inaccuracy in any schedule, instrument or paper delivered or to be delivered hereunder or in connection with the transaction herein contemplated.

13. Author Copies. The _____ shall provide to the Author, at 40% discount price of retail charge, 10 copies of each edition of the Work as published. Author may purchase additional copies from _____ for personal use {which Author may resell, at Author's discretion,} at 40% off list price discount, without royalty to the Author. With any partnering book the author (s) receive 5 books per author or artist.

14. Revisions. After the work is published, _____ Editors may ask the author to revise the manuscript up to three times.

15. Authors and artists are requested to attend at least 3 promotional events per year to assist in the sale of their work. Advance notice will be given of all of the events for the upcoming year and a schedule will be set. _____ will make every attempt to accommodate schedules of the authors as much as possible.

16. Promotion of the Work. The Glorybound Publishing may publish or permit others to publish or

broadcast without charge and without royalty such excerpts from the Work for publicity purposes as may benefit the sale of the Work. Further, the Author consents to the use of his/her name and likeness to promote and advertise the work; provided such use is dignified and consistent with the Author's reputation.

17. Amendments. The written provisions contained in this agreement constitute the sole and entire agreement made between the Author and the Glorybound Publishing concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.

18. Notice Provisions. Where written notice is required hereunder, such notice, as well as royalty statements and copies of payments to be made hereunder, shall be given or made to the respective party at the addresses in the recitation. A copy of all notices to Author shall also be sent to {If you desires}

Check here if you do not have either

Author's Agent or Attorney:

Company

Address

Phone:

Fax:

E-mail:

19. Arbitration. All disputes arising under this agreement shall be submitted to binding arbitration and shall be settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

20. Construction, Governing Law, Binding Effect, and Assignment. This agreement shall be construed and interpreted according to the laws of the State of Arizona and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives.

22. Entire Agreement. This represents the entire agreement between the parties. All modifications must be in writing and signed by both parties. If this contract is not signed by both parties within five business days from its inception, then a new contract must be approved by both parties.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

Date signed _____

Date signed _____

By: [Name of _____] _____ Signatory _____ Title/Position Publisher	Author
	Address
	City, State Zip
	Social Security Number

