



## Independent Book Publishing Agreement

This Publishing Agreement ("Agreement") is entered into as of \_\_\_\_\_ by and between **DeJohnette Publishing Group**, located in **Oceanside, California** ("Publisher"), and \_\_\_\_\_, located at \_\_\_\_\_ ("Author").

### 1. Grant of Rights

The Author hereby grants to the Publisher the exclusive right to publish, distribute, and sell the Author's book tentatively titled "\_\_\_\_\_" ("Work") in \_\_\_\_\_ format throughout the world. This Agreement is effective for a term of **two (2)** years from the date of execution.

### 2. Deliverables

The Author agrees to deliver a complete manuscript of the Work to the Publisher by \_\_\_\_\_. The manuscript shall be delivered in **Microsoft Word** format and conform to the specifications agreed upon by both parties.

### 3. Editorial Process and Revision Agreements

Upon receipt of the manuscript, the Publisher (or an affiliate professional) shall perform an *Editorial Assessment* of the Work and provide the Author with a detailed document containing feedback on what's working in the current draft and what could be improved. Within **one (1) week** following the completion of the *Assessment*, the Publisher shall meet with the Author and discuss suggested changes and revisions. The Publisher agrees to complete revisions within **14 days** of receiving feedback from the Author. A maximum of **two (2)** rounds of revisions are included under this Agreement. Additional revisions shall be charged at an hourly rate of **\$45.00**.

#### ▪ Affiliate Professionals

- a) Publisher reserves the right to subcontract portions of the work-in-progress to affiliated professionals (e.g., graphic artists, editors, proofreaders, formatters, etc.).
- b) Author agrees to compensate the Publisher for all work performed by the affiliates

### 4. Publication Timeline

The Publisher agrees to publish the Work within **14 days** following the final approval of the manuscript, and provide a proof copy of the published book to the Author. The Author may choose to delay the release date to coincide with a marketing campaign, or special event.

The Publisher will provide the Author with a publication schedule detailing significant milestones, including editing, design, production, and distribution.

## 5. Payment Scheme

Both parties have agreed upon tasks the Publisher will perform, and the total cost associated with those tasks: \$\_\_\_\_\_. The Publisher shall receive an advance of \$\_\_\_\_\_ payable upon signing this Agreement. The balance shall be paid in full, or in monthly increments of \$\_\_\_\_\_ beginning on \_\_\_\_\_. The Work shall be published when the first incremental payment has been made, or the full balance has been received.

### ▪ Royalties

- a) Author shall receive 100% of all royalties from the book sales.
- b) Publisher shall receive no portion of royalties.

## 6. Copyrights

The copyright in the Work shall remain with the Author. The Publisher is granted rights only for the purposes specified in this Agreement. Upon expiration or termination of this Agreement, all rights revert to the Author.

## 7. Non-Disclosure Agreement

Both parties agree to keep confidential any proprietary information shared during the term of this Agreement and for **seven (7) years** thereafter. Neither party shall disclose, without prior written consent, any confidential information regarding the Work, marketing strategies, or sales figures.

## 8. Warranties and Indemnities

The Author warrants that the Work is original, that they have the right to enter into this Agreement, and that the Work does not infringe upon any third-party rights. The Author agrees to indemnify and hold the Publisher harmless against any losses or damages arising from breach of these warranties.

## 9. Termination

This Agreement may be terminated by either party if the other breaches any term of this Agreement and fails to cure said breach within **30 days** after receiving written notice of the breach.

## 10. Dispute Resolution

Any disputes arising under this Agreement shall be resolved through arbitration in **San Diego County California USA** in accordance with the rules of **San Diego Mediators, Arbitrators & ADR Professionals**.

## 11. Miscellaneous

This Agreement constitutes the entire agreement between the parties. Any amendments must be in writing and signed by both parties. This Agreement is bound by the laws of the **State of California**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Publisher: **Darno DeJohnette, Sr.**

Title: Owner/CEO

By: \_\_\_\_\_

Date: \_\_\_\_\_

Author: