



rejection by Publisher, this Contract will be deemed terminated and there shall be no further obligation upon Publisher to publish said Book or to make any further payment hereunder except for return of unused monies deposited by Author; and all rights granted to Publisher under this Contract shall revert to Author. Publisher shall provide to Author an accounting of the Author's portion of the retainer paid by Author. All materials necessary for a reprint shall remain in the possession of Publisher until termination of this Contract. The Author may terminate this contract at any time until the Book has been sent to the printer, if - after reasonable efforts - there are irreconcilable differences with the Publisher. The Author's right to terminate this contract is also limited in clause 13 herein below. Should Author terminate this contract under the terms described in this Contract, Author shall pay to Publisher an amount to be determined at the time of termination of this Contract for the return of the materials described herein. Said amount is to be the sum of Publisher's investment plus ten percent of that amount to cover administrative costs.

6. EDITING RIGHTS. Changes, additions, deletions, abridgements, or condensations in the text of the Book or changes of title may be made by Publisher, its agents, or employees, with the consent of Author, which consent shall not be reasonably withheld. However, the Publisher may not interfere with the artistic integrity of the work.

7. PUBLICATION. Publisher agrees to publish and commence distribution of said Book within eighteen (18) months of approval and acceptance of Author's final manuscript. In the event Publisher shall fail to publish and distribute the Book by said date, this Contract shall terminate forthwith and all rights hereunder shall revert to Author. However, this mandated publication date may be extended to any other date, and any number of such extensions shall be made, upon mutual agreement between Publisher and Author. Publisher and author agree that the publisher is responsible to produce Two Thousand Copies (2000) of the said book. Publisher and Author shall mutually agree upon future printing upon the sale of the first 2,000 copies of the book.

8. COPYRIGHT. Publisher is hereby authorized and mandated to secure copyright to the Book in the same name of Author, to arrange for sale of said Book, and to fulfill all other obligations necessary to protect the copyright of the Book under United States' law and the International Copyright Convention.

9. DISTRIBUTION OF THE BOOK. Upon completion of printing the Book, Publisher will act as distributor. All pre-release publicity and sales to be done solely by Publisher. Publisher shall negotiate book sales to other distribution sources. However, it is expressly understood that Author must participate in the promotion of the Book. Publisher will place in storage the Book on behalf of Author, at no cost to Author, so as to have stock available upon orders placed for said Book. Publisher maintains the right of privacy with his contacts. The following break down is representative of percentages for Publisher and Author in the sale of the Book:

A. Should Author obtain the Book from Publisher's stock for sales generated by Author, Author shall, upon receipt of each Book, pay to Publisher forty percent (40%) of the retail sales price of each book. Author is to retain sixty percent (60%) of the retail sales of each book Author sells on Author's behalf. Author is responsible for payment of any sales taxes generated by Author's sales of the Book. The Author agrees that the Author will not sell his copies of the Book at a price below its stated retail price. The Author also agrees that the Author will not offer to sell the book in a way as to compete with the legitimate efforts of the Publisher to promote and/or sell the Book. Author agrees to purchase a minimum of one hundred copies (100) of the book upon completion of printing.

B. Should the Book be sold in general distribution by Publisher, Author shall retain thirty percent (30%) of the sales price of each book. General distribution refers to those situations in which the Publisher acts as either a retailer or distributor (wholesaler). This shall include among others, sales at signings by the author, community based events, web site sales by the Publisher, and distribution to independent bookstores such as may order the book directly from the Publisher. The Publisher shall be responsible for any shipping, space rentals, fees, etc. which are part of said sales. When acting as a retailer, the Publisher shall be responsible for collecting and paying legally due sales taxes.

C. Should the Book be sold to distributors or major retailers, such as Amazon.com, Barnes and Noble, etc., which entities tend to require and enforce by means of their market positions a larger percentage rate discount on sales to them, Author shall retain twenty percent (20%) of the sales price to

such distributor of each book in order for Publisher to recoup the costs of shipping and handling. The distributor's or book marketing firm's discount as well as any other costs shall be borne by the Publisher.

D. If Book is sold as a cyber text, movies, audio book, posters and any items related to the book, Author and Publisher shall each receive fifty percent (50%) of revenues obtained after all costs are deducted.

10. PROMOTION OF THE BOOK. Publisher agrees to promote the sale of the Book and will bear the costs of said promotion which include promotional materials, exhibition fees, advertising costs, and any other expenses necessary to promote the Book. Author agrees to give Publisher his full cooperation, within reason, in promoting the Book, such as attending book signings, speaking engagements and any other activities necessary to promote the Book. Publisher agrees to contact Author regarding said promotional engagements with as much notice as possible in order for Author to be available. Book signings and speaking engagements may be arranged by Author who will communicate with Publisher regarding the dates and times, so as not to conflict with any book signings and speaking engagements that Publisher may be in the process of obtaining for Author. If Author is unwilling to cooperate in the promotion of the Book, Publisher shall offer the remaining copies of the Book to Author at forty percent (40%) of retail price. If Author does not wish to buy remaining Books, Publisher has the right to sell them as "remainders" and to keep the proceeds of the sale.

11. STATEMENT AND PAYMENTS. Publisher shall forward to Author or Author's agent, royalty statements to be computed quarterly each year of this Contract, along with payments indicated to be due thereby. All returns from distributors, book stores and other entities will be charged back to author's statement. Publisher is responsible for any damaged balance material.

12. ROYALTIES. Publisher will pay Author royalties based upon gross sales as reported by Publisher and its distributors as previously described herein.

13. COMPENSATION FROM ANOTHER PUBLISHER. Should Author choose another publisher after the book is published and promoted by Publisher within the five-year period of this Contract, Publisher must be compensated for fifty percent (50%) of the price that the new Publisher pays to the Author. Publisher shall be provided an accounting by Author of said payment by the new Publisher.

14. INFRINGEMENT. If, during the term of this Contract, the copyright for the Book shall be infringed, Publisher may, at Publisher's own expense, take such legal action in Author's name, if necessary, as may be required to restrain such infringement or to seek damages on behalf of Author and Publisher. Publisher shall not be liable to Author for Publisher's failure to take such legal steps. If Publisher does not bring an action against said copyright infringement, Author may do so, at Author's own expense. Money damages recovered for an infringement shall be applied first toward the repayment of attorney fees and expenses incurred in the bringing and maintaining of the action, and thereafter the balance shall belong to Author.

15. LIABILITY. Any and all information supplied by Author is assumed to be accurate, truthful, and honest, and Publisher assumes no responsibility for the content or accuracy of such information. Author agrees to hold harmless Publisher against any and all liability resulting from the distribution of Author's information and materials to the media and general public.

16. CONFIDENTIALITY/REPRESENTATIONS. Publisher acknowledges its responsibility, both during and after the termination of this Contract, to use all reasonable efforts to preserve the confidentiality and proprietary information or data disclosed to the Publisher or developed for the Author. At the termination of this Contract, the obligation of this paragraph will remain in full force and effect for a period of one (1) year from the date of termination. Publisher, in the performance of the Contract, shall be acting as an independent contractor and not as an employee, or agent of Author. Publisher is not authorized to, and shall not make any representations or commitments on behalf of Author that have not been previously authorized by Author.

17. CONFLICTS OF INTEREST. Author recognizes that Publisher represents other authors. Publisher represents that it does not have or anticipate having any conflicts of interest between those authors and Author. If any such conflicts arise in the future, Publisher will notify Author promptly and discuss the resolution necessary on a mutually agreed upon basis as soon as possible.

18. ENTIRE AGREEMENT. This Contract represents the entire agreement between Author and Publisher and may be amended only in writing and signed by both parties.

19. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the state of Arizona.

20. MUTUAL CONSENT. Each of the Parties has participated in the preparation of this Contract and for the purposes of the principals of law governing the construction of this Contract, each party shall be deemed to be the drafter of this Contract.

21. MODIFICATIONS. Except as otherwise herein provided, this contract may not be modified or terminated except by a written instrument signed by both parties.

22. SUCCESSORS IN INTEREST. This Contract and all rights, duties, and acts contemplated herein are binding upon and shall inure to the benefit of the parties and their respective heirs, administration, executors, successors, assigns, agents, employees, and legal representatives.

23. BINDING ARBITRATION. In the event a dispute arises between the parties to this Contract, it is hereby agreed that the dispute shall be referred for arbitration in accordance with the applicable United States' arbitration and mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rule of Arbitration. In the event a party fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

24. NOTICES. Any notices, correspondence, payments or accounting required hereunder shall be deemed effective if sent by first class United States mail addressed to the parties as follows:

INKWELL PRODUCTIONS LLC  
ATTN: PUBLISHER  
10869 N. Scottsdale Rd. #103-128  
Scottsdale, AZ 85254-5280

Phone: 480-315-3781  
Email: info@inkwellproductions.com  
Website: www.inkwellproductions.com

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_.

**Author's Information:**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Cell Phone \_\_\_\_\_  
Email \_\_\_\_\_  
Website \_\_\_\_\_

This agreement between Author and Publisher is executed on:

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**Author**

Print name \_\_\_\_\_  
Signature \_\_\_\_\_

**Publisher**

Print name \_\_\_\_\_  
Signature \_\_\_\_\_