

HAND-PICKED WORDS PUBLISHING CONTRACT

Hand-Picked Words Publishing Contract

AGREEMENT

made this _____ day of _____, _____

between _____, whose residence address is _____

(hereinafter called the Author); and Hand-Picked Words, whose principal place of business is 3729 Redding Street, Oakland, California, email address booklovers@handpickedwords.com (hereinafter called the Publisher);

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. GRANT

The author hereby grants and assigns to the Publisher the non-exclusive right to publish in the English language, in digital and printed book form, in all countries of the world, a Work now entitled _____ (hereinafter called the Work).

2. REPRESENTATIONS AND WARRANTIES

The Author represents that she or he is the sole proprietor of the Work and that the Work to the best of her or his knowledge does not contain any libelous matter, does not violate the civil rights of any person or persons, and does not infringe any existing copyright. The Author shall hold harmless and indemnify the Publisher from any recovery finally sustained by reason of any violations of copyright or other property of personal right; provided, however, that the Publisher shall with all reasonable promptness notify the Author of any claim or suit which may involve the warranties of the Author hereunder. The Author agrees fully to cooperate in the defense thereof. The warranties contained in this article do not extend to drawings or other illustrations, insofar as not furnished by the Author, or to any other material not furnished by the Author.

3. DELIVERY

The Author agrees to deliver to the publisher, a complete electronic text of the Work in a format to be determined by the Publisher (hereinafter called the Script). If the Script shall not have been delivered within three (3) months after the date this agreement is signed the Publisher may, at its option, terminate this agreement by notice in writing posted or delivered to the Author.

4. PUBLICATION

The Publisher agrees to publish the Work, at its own expense, not later than twelve months after the delivery of the completed Work. In the event of delay from causes beyond the control of the

Publisher, the publication date may be postponed accordingly, but not to exceed eighteen months from the delivery of the completed work. The Publisher agrees to first publish the Work as part of its Monthly Book Box mailing, and to compensate the Author a minimum of one dollar per Monthly Book Box subscriber. This payment is not a royalty, and the Author is not required to pay back any portion of it out of future royalties. The Publisher further agrees to publish the Work in digital format not earlier than one month after its inclusion in the Monthly Book Box, at a catalog price to be determined in conjunction with the Author. The Publisher agrees to pay the Author an 85% royalty of all profits from the digital publication of the Work. The Publisher further agrees to negotiate any paperback or hardcover publications separately.

5. EDITING AND PROOFREADING

The Publisher shall make no changes in, additions to, or eliminations from the manuscript without the consent of the Author, and in order to obtain such consent, shall submit the copy-edited manuscript to the Author for her or his approval. The Author agrees to respond to the Publisher in writing with any corrections within thirty (30) days of the receipt thereof.

6. OVERPAYMENT

In all instances in which the Author shall have received an overpayment of monies under the terms hereof, the Publisher may deduct such overpayment from any further sums payable to the Author in respect to the Work.

7. AUTHOR'S COPIES

The Author retains the rights to the Work and may print or distribute copies of it for her or his own use as needed without notifying the Publisher.

8. STATEMENTS AND PAYMENTS

The Publisher agrees to render monthly statements on the 1st of each month following the publication hereof, showing an account of sales and all other payments due hereunder to the last day of the month preceding said respective accounting dates. Payment then due shall accompany such statements.

9. REVERSION AND TERMINATION

(a) The Publisher may on three months' notice in writing to the Author or the Author's representative discontinue publication, and in that event this agreement shall terminate and all rights hereunder shall revert to the Author at the expiration of said three (3) month period.

(b) If the Publisher shall, during the existence of this agreement, default in the delivery of monthly statements or in the making of payments as herein provided and shall neglect or refuse to deliver such statements or make such payments, or any of them, within thirty (30) days after written notice of such default, this agreement shall terminate at the expiration of such thirty (30) days without prejudice to the Author's claim for any monies which may have accrued under this agreement or to any other rights and remedies to which the Author may be entitled.

(c) If the Publisher shall fail to publish the Work within the period in Paragraph 4 provided, or otherwise fail to comply with or fulfill the terms and conditions hereof, or in the event of bankruptcy, etc., as in Paragraph 13 hereof provided, this agreement shall terminate and the rights herein granted to the Publisher shall revert to the Author. In such event all payments theretofore made to the Author shall belong to the Author without prejudice to any other remedies which the Author may have.

(d) Upon the termination of this agreement for any cause under this Article or Article 13 hereof, all rights granted to the Publisher shall revert to the Author for her or his use at any time and the Publisher shall return to the Author all property originally furnished by the Author.

10. BANKRUPTCY AND INSOLVENCY

If a petition in bankruptcy shall be filed by or against the Publisher, or if it shall be adjudged insolvent by any court, or if a Trustee or a Receiver of any property of the Publisher shall be appointed in any suit or proceeding by or against the Publisher, or if the Publisher shall make an assignment for the benefit of creditors or shall take the benefit of any bankruptcy or insolvency Act, or if the Publisher shall liquidate its business for any cause whatsoever, this agreement shall terminate automatically without notice, and such termination shall be effective as of date of the filing of such petition, adjudication, appointment, assignment or declaration or commencement of reorganization or liquidation proceedings, and all rights granted hereunder shall thereupon revert to the Author.

11. ASSIGNMENT

No assignment of this contract, voluntary or by operation of law, shall be binding upon either of the parties without the written consent of the other; provided, however, that the Author may assign or transfer any monies due or to become due under this agreement.

12. ARBITRATION

Any controversy or claim arising out of this agreement or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining. Such arbitration shall be held in the State of California unless otherwise agreed by the parties. The Author may, at her or his option, in the case of failure to pay royalties, refuse to arbitrate, and pursue legal remedies.

13. NOTICES

Any written notice required under any of the provisions of this agreement shall be deemed to have been properly served by delivery in person or by mailing the same in paper or by electronic means to the parties hereto at the addresses set forth above, except as the addresses may be changed by notice in writing; provided, however, that notices of termination shall be sent by registered mail.

14. WAIVER

A waiver of any breach of this agreement or of any of the terms or conditions by either party thereto, shall not be deemed a waiver of any repetition of such breach or in any wise affect any

other terms or conditions hereof; no waiver shall be valid or binding unless it shall be in writing, and signed by the parties.

15. INFRINGEMENT

If during the existence of this agreement the copyright shall be infringed, the Publisher may, at its own cost and expense, take such legal action, in the Author's name if necessary, as may be required to restrain such infringement or to seek damages therefor. The Publisher shall not be liable to the Author for the Publisher's failure to take such legal steps. If the Publisher does not bring such an action, the Author may do so in her or his name at her or his own cost and expense. Money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall belong to the Author, provided, however, that any money damages recovered on account of a loss of the Publisher's profits shall be divided equally between the Author and the Publisher.

16. LAW

This agreement shall be construed in accordance with the laws of the State of California and the United States of America.

17. INHERITANCE

This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the Author, and upon and to the successors and assigns of the Publisher.

18. ALTERATION

This agreement may not be modified, altered or changed except by an instrument in writing signed by the Author and the Publisher.

19. APPROVAL

Notwithstanding anything to the contrary herein contained, the Publisher shall obtain the Author's written advance approval of any jacket or cover design, including the text thereof, to be used in connection with the Work, and of any contracts with third parties for the publication of the Work; which approval shall not be unreasonably withheld.

Signed:

Author

Publisher

