

## Book Publishing and Printing Agreement

This Agreement (“Agreement”) between Reliance Media, Inc. d/b/a NewBookPublishing (“Publisher”) and \_\_\_\_\_ (“Author”) for the publication, printing, distribution, and sale of an original manuscript entitled \_\_\_\_\_ shall begin on \_\_\_\_\_ (the “Effective Date”) and remain in effect until terminated by either party as set forth in this Agreement.

### I. General Agreement

Author retains all publication and copyright rights to the manuscript and all other material the Author submits to Publisher. As set forth herein, Publisher will produce a book version of the Author’s manuscript herein as the “Title.”

Author grants Publisher a non-exclusive, worldwide license to distribute and sell Author’s Title, book and all other material submitted to Publisher by the Author in print or digital form.

Author grants Publisher the right to exhibit, print, and distribute any materials submitted in connection with Title, which includes, but is not limited to, cover art, interior and exterior images or photographs, text, quotes, testimonials, and author’s biography, and grants Publisher the right to exhibit Reliance Media and NewBookPublishing logos or verbiage on any submitted materials.

### II. Submission of Title and Payment of Publishing Package

Electronic submission of the Author’s Title and required forms are submitted through the Publisher’s website or via email. Submission of the Author’s Title by other means can be made; however, additional charges may apply.

Either prior to or upon acceptance of the Author’s Title for publication, Author agrees to select their Publishing Package and pay that cost of the selected Publishing Package, which is set on Publisher’s website at [www.NewBookPublishing.com](http://www.NewBookPublishing.com). Publisher will not proceed with any publication services until full payment by Author is received.

### III. Other Publishing Services

- a. Publisher reserves the right to reject the Title and/or any related material at any time for any reason. See VI Termination section for details.
- b. Publisher will make all reasonable efforts to publish, print, and distribute (as set forth for each Publishing Package) Title within 90 days of Publisher’s receipt of all materials required from Author in conjunction with Title and shall, in all cases outside of Force Majeur in Section VIII or author inaction, make Title available for publication, printing and sale within 90 days of Publisher’s receipt of all materials required from Author in conjunction with Title, including written authorization by Author to proceed with production of Title.
- c. Author will maintain the copyright and designate the copyright name for Title. Unless otherwise supplied by Author, and is purchased in one of the Publishing Packages, Publisher will secure a unique ISBN number for each print format of Title.

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- d. Unless otherwise supplied by author, publisher will design the book block, front cover, back cover, and spine, and will prepare the digital files necessary to publish, distribute and print the Author's Title in book form as set forth herein. Due to the volume of books printed, it is not feasible to review each individual printed page of each book. However, all reasonable efforts are made to ensure the following: all pages are included in the book according to the author approved proof, cover is applied within 1/16" variance, binding is applied and squared to the book page block, cover and interior match the author approved proofs and print registration is within +/- 1/16" variance.
- e. If Author's Title sells less than 10 books in one full calendar year, Publisher may charge author a yearly warehousing fee of \$50.
- f. If Author chooses to change their cover design after completion of the covers included in their Publishing Package, or start over on their cover design for any reason, author will incur additional charges. Charges incurred depend upon the Publishing Package chosen by author.

#### **IV. Author Responsibilities**

Author represents and warrants that Author is the sole owner of the Title and all material submitted in conjunction with Title, including all submitted cover artwork, interior images, and photograph of Author. Author represents and warrants that Author has full power and authority to enter into this agreement. Author represents and warrants that this Agreement and submission of the Title and all other material does not violate any arrangement or agreement between the Author and other persons or entities.

Author represents and warrants that he/she is eighteen years of age or older. If Author is under the age of 18 years of age, then Author's parent or guardian must also execute this Agreement and assume liability for the warranties and responsibilities set by this agreement.

Author represents and warrants that all material submitted in connection with Title is entirely original, free of liens, claims, or interests of any kind and is not slanderous, pornographic, obscene, libelous, or defamatory, and does not violate or infringe upon any personal or proprietary rights, including without limitation copyrights, trademarks or privacy rights of other persons or entities.

#### **V. Book Copies and Profit/Royalty**

- a. The cost of books printed is dependent upon the format and the total number of pages in the final digital file of Title as published, color and other factors. Since the final total number of pages cannot be known until the final digital file is prepared, the Publisher will provide, upon request by author, an approximate printing estimate based on the Author's input of the estimated number of pages. The cost will be set by the Publisher based on the actual final page count and alterations of specifications on the particular Title at publication. Final print cost will be provided to author in the form of a Printing Agreement for author to select quantity and sign. Author is responsible for paying to print a minimum of 100 paperback books (this does not include any free books listed with Publishing Package or sales/promotions). If author wishes to print their book in a hard bound version, the minimum print quantity for a hard bound book is 250.
- b. The total Book Profit/Royalty on sales made by Publisher of print copies of Title, earned during each calendar month or quarter, depending on the Publishing Package purchased, shall be paid to Author within sixty (60) days following the end of the calendar month or quarter in which sales occurred. If the total Book Profit/Royalty for the month or quarter is less than twenty-five dollars (\$25), Publisher will wait to pay the Book Profit/Royalty to Author until such time that the accrued and unpaid Book Profit/Royalty from all past months and quarters exceeds twenty-five dollars (\$25), at which time payment will issue in accordance with the time frame above. Book Profit/Royalty will be paid by check mailed to Author's last known address. Checks not cashed by Author will remain the property of Publisher. Book Profit/Royalty is not earned on copies provided to or sold to Author. Publisher will report books sales no less frequently than monthly or quarterly, depending on your Publishing Package. Profit on these sales collected by Publisher will be defined as sale price received from Amazon.com or the NewBookPublishing.com bookstore less costs from Amazon.com, or Publisher.

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- c. See Exhibit A for details on order processing.

## **VI. Termination**

- a. Author may terminate this Agreement upon written notice to Publisher. Upon termination by Author, all miscellaneous fees, and annual storage fees, are due. Once the Title is submitted there will be no refunds for the Publishing Package.
- b. Publisher can terminate this Agreement at any time and immediately cease distribution of Title upon any claim that Title violates the copyright or other legal rights of any person or entity, or upon the discovery by Publisher that Author has violated any of the Warranties or Representations. In such cases, any royalties owed to Author will be forfeited. Publisher can terminate this Agreement prior to publication upon failure of Author to pay amounts due or upon failure of Author to respond within thirty days to Publisher's request for information. Publisher can terminate this Agreement after publication if any accrued balance due remains unpaid by author following 30 days written notice to author. In such cases, any royalties owed to Author will be forfeited.
- c. Publisher does not review the contents of a Title before production. We reserve the right to terminate this agreement if the Title content contains: profanity, explicit content, offensive material, graphic sexual or violent content, cult or occult content or anything else that does not uphold the Statement of Faith on our website. If publisher terminates this agreement because the Title is found to contain such material, author may qualify to receive a credit or refund of fees minus a \$250 Administrative/Review Fee if the Title has not been entered into production. There will be no refund for a Title that has been entered into production and found to contain such material.
- d. Upon termination, publisher will cease all distribution of Title and all rights granted within this Agreement revert back to Author. Publisher is not responsible, however, for the failure of third-party distribution sources, such as Amazon.com and Google.com, to remove Title from any database in which such third party sources may have listed or enrolled Title for sale or review.
- e. If the Title has not been submitted there will be a 70% credit or refund if this agreement is terminated by the author within 30 days or less of the date signed on this agreement (the remaining 30% will be applied to Administrative Fees). There will be a 55% credit or refund if this agreement is terminated by the author within 31 – 60 days of the date signed on this agreement (the remaining 45% will be applied to Administrative Fees). There will be a 30% credit or refund if this agreement is terminated by the author within 61 – 100 days of the date signed on this agreement (the remaining 70% will be applied to Administrative Fees). There will be no credit or refund after 100 days of the date signed on this agreement.
- f. If the author does not give final approval for printing Title and return their Printing Agreement and payment within one year of the date signed on this agreement, this agreement will become null and void. Publisher shall notify author 60 days prior, author will then have 60 days to approve and authorize printing of the Title. After 365 days, Publisher has no further obligation to complete any publishing services.

## **VII. Indemnification and Limitation of Liability**

- a. Author shall defend, indemnify and hold harmless Publisher, its parent companies, subsidiaries, and affiliates, and their officers, directors, employees, and agents from any and all third-party claims, actions, proceedings, damages, and expenses (including reasonable attorneys' fees and applicable costs of in-house counsel), in connection with a breach or alleged breach of the representations and warranties made in this Agreement. This includes any and all claims of copyright or ownership infringement by publication or Title and all claims for damages caused by the negligence of Author.
- b. All warranties and indemnifications made by Author herein shall survive termination of this Agreement and any license granted hereunder.
- c. Author acknowledges that due to the nature of the Internet, digital content may be sold in geographic territories for which neither Author nor Publisher has territorial rights. Author waives any claim for damages against Publisher for sales in territories for which it does not have the right to sell or distribute the digital content.

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- d. All services and products if any provided by Publisher under this Agreement are provided on an “as-is” basis. Author shall review and approve the book proof prior to the pressrun. Publisher does not warrant that the services or products if any provided hereunder will be uninterrupted or error-free. Publisher disclaims any and all representations and warranties, express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, non-infringement of copyright, title, and data accuracy. Publisher’s total liability to author or any third-party for any and all damages shall not exceed in the aggregate the amount of fees actually paid by author to publisher during the one month period prior to publisher’s act giving rise to the liability. To the maximum extent permitted by applicable law, in no event shall publisher, its parent companies, subsidiaries, or affiliates, or any of their respective officers, directors, employees, or agents be liable for punitive, consequential, incidental, exemplary, indirect, or special damages, including without limitation damages for loss of profits, revenues, business, data or other intangibles, whether or not such damages were foreseeable and even if Publisher had been advised of the possibility of likelihood of such damages.

### **VIII. Force Majeur**

Any delay or failure of Publisher to perform its obligations under this Agreement shall be excused if and to the extent that such delay or failure is caused by an event beyond the reasonable control of Publisher, including without limitation, any act of God, act or terrorism, actions by any government authority, fires, floods, natural disasters, riots, wars, labor problems, failure of or interruptions in telecommunications or data transmission systems, or the inability to obtain materials, labor, equipment or transportation.

### **IX. Governing Law**

- a. This Agreement shall be governed exclusively by and construed according to the laws of the State of Florida, without giving effects to conflicts of law principles.
- b. Any legal action related to the terms of or obligations arising under this Agreement shall be brought in Orange County, Florida.

### **X. Author Payment Option**

- a. Author may elect to pay for their Publishing Package in two payments. If Author elects to pay for their Publishing Package in two payments, Author must sign and return this “Book Publishing & Printing Agreement” with their first payment. The first payment must be at least half of the cost of the Publishing Package being purchased. The 2<sup>nd</sup> payment is due in full within 45 days of the date on this contract to hold the price and any sale at the time the contract was signed. If Author does not make second payment within 45 days, but would still like to purchase the Publishing Package selected below, Author may pay the remainder of the current price of the Publishing Package at the time final payment is received. If Author does not wish to proceed with the Publishing Package selected below, after making the initial payment, author must inform Publisher in writing. Author will receive refund of their initial payment minus a \$250 Administrative Fee. Once second and final payment from Author is received, see Termination Section VI for our termination procedures.
- b. Author has 120 days, from the date on this contract, to make a second payment. If Author does not make a second payment, or cancel this contract in writing within 120 days, this agreement will become null and void. No refund will be made to Author.
- c. Publisher will not begin any publishing services until Author’s Publishing Package is paid in full.

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By signing the following and submitting the required materials, Author agrees to be bound by the terms and conditions of the Reliance Media, Inc. Agreement for the publication, printing, distribution and sale of Title.

Author to fill out and sign:

Publishing Package selected as defined on the Publisher's website (Check one):

- Base Package (\$737)
- New Release (\$1,157)
- Top Seller (\$1,477 February 2012)
- NBP Select (\$5,138 February 2012)

Title of Work: \_\_\_\_\_ Date: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_

Address (for royalty checks): \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

I have read and agree to submit my manuscript according to the Author Manuscript Submission Guidelines found on NewBookPublishing.com (<http://newbookpublishing.com/submit-and-publish-my-book.html>)

I have read and agree that my manuscript upholds the Statement of Faith found on NewBookPublishing.com (<http://newbookpublishing.com/statement-of-faith/statement-of-faith.html>)

**I have read, understand and agree to all pages of this contract (including Exhibit A on page 6)**

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

Mail or fax the signed Agreement to:

Reliance Media, Inc.  
2395 Apopka Blvd., #200  
Apopka, Florida 32703  
Fax: 407-884-0291

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## **Exhibit A**

### **Reliance Media Book Order Processing Fees\*:**

**Transaction & Processing Fees:** 4% + \$1.50

Only applies to orders placed and paid for through Publisher.

### **3<sup>rd</sup> Party Book Order Processing Fees\*:**

All fees and charges from 3<sup>rd</sup> party sellers and distributors (e.g. Amazon.com) will be absorbed by the author.

**Current fee charged by Amazon Pro Merchant plan through Publisher:** 15% + \$0.99 transaction fee + \$1.35 closing fee.

\*Publisher has the right to periodically adjust fees as the market or source dictates.

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