



MLR Press, LLC

Publishing Agreement

AGREEMENT made this ___th day of _____, between _____, hereinafter referred to as the AUTHOR, and MLR Press, LLC, 3052 Gaines Waterport Rd., Albion, NY 14411, hereinafter referred to as the PUBLISHER, with respect to the work entitled _____, hereinafter referred to as the WORK.

Section I. Publishing Rights

AUTHOR agrees to grant to PUBLISHER exclusive worldwide English language rights to publish and sell the WORK in:

* eBook Edition (readable-text digital format provided in electronic download, disk, CD/CD-ROM, E-Book Reader or similar media of presentation).

* Printed Trade Paperback (Perfect Bound) Edition. (if applicable)

* Printed Hardcover (Case Bound) Edition. (if applicable)

There is no grant of subsidiary rights sales defined under this Agreement. PUBLISHER may not offer for license or reproduction any portion of AUTHOR's WORK. AUTHOR agrees that AUTHOR will retire any extant contracts with any other publishing entity AUTHOR has outstanding for the WORK immediately upon acceptance of this Agreement.

Section II. Length of Contract

This Agreement shall be for a minimum initial period of five (5) years from the actual date of publication, with automatic yearly renewal up to five (5) years total, with automatic monthly renewal after that.

Section III. Termination of Contract

After the initial five (5) year period as stipulated in the Length of Contract, this Contract may be terminated by either the AUTHOR or PUBLISHER with a 30-day written, certified mail notice or other receipted or traceable delivery service, including e-mail where return acknowledgement is received, and all rights granted the PUBLISHER will revert to AUTHOR at the time of the termination. Upon this termination, PUBLISHER will remove listing of the WORK from its website and all download-based distributors and advise Books-in-Print that that particular ISBN is no longer in print. The exception to this termination of contract is that PUBLISHER may continue to sell existing stock of physical formats (diskettes, CD's, cassette tapes, print books) but may not create new physical copies upon depletion of its existing stock.

When this Agreement terminates, AUTHOR shall have the right to purchase any remaining copies of the WORK at the AUTHOR's discount specified below. Any remaining copies of the WORK the AUTHOR chooses not to purchase may be sold or disposed of at the PUBLISHER's discretion. Applicable and adjusted royalties will be paid on any disposed books.

At any time during the initial five (5) year period, PUBLISHER may, at its discretion, remove the WORK from publication or distribution for reasons of poor sales, excessive returns or other reasons deemed by the PUBLISHER to be injurious to the PUBLISHER's or AUTHOR's best interests. PUBLISHER shall give notice to AUTHOR 30-days prior to requested removal from distribution and state the reasons for the

withdrawal. Notice must be in writing by certified mail or other receipted or traceable delivery service, including e-mail where return acknowledgement is received. When the PUBLISHER removes the WORK from sale, this contract shall terminate and all rights granted shall revert to the AUTHOR.

At any time during the initial five (5) year period, AUTHOR may petition the PUBLISHER to remove the WORK from publication or distribution. AUTHOR must give such "petition for removal notice" to PUBLISHER 90-days prior to requested removal in writing by certified mail notice or other receipted or traceable delivery service, including e-mail where return acknowledgement is received. AUTHOR must specifically state reasons for petitioning for removing the WORK from publication and/or distribution.

After receiving the removal request, PUBLISHER may:

1. Accept AUTHOR's request for removal outright with no additional stipulations or claims, or
2. Accept AUTHOR's request for removal with stipulations that AUTHOR, or AUTHOR's designated agency, buy out the contract, the amount to cover the production and sell-through costs involved with publishing the book, plus a reasonable profit.

If the PUBLISHER removes the WORK from sale, this contract shall terminate and all rights granted shall revert to the AUTHOR.

Section IV. AUTHOR Warrantees

AUTHOR warrants that AUTHOR is the author and sole owner of the WORK or has been assigned the rights delineated above; that it is original and contains no matter unlawful in its content, nor does it violate the rights of any third party; that the WORK is not in the public domain. AUTHOR also warrants that these rights are owned or controlled by him without encumbrance and that AUTHOR has full power to grant the listed rights to Publisher.

If the WORK has been previously published in any form, AUTHOR warrants that the rights granted herein have reverted to the AUTHOR. As an addendum to this agreement, AUTHOR shall present some written memorandum documenting the reversion of the rights granted by any publishing company that may still own proprietary rights to the WORK.

If a judgment is obtained against PUBLISHER for usurping rights still controlled by a publisher or other entity than PUBLISHER or AUTHOR, the AUTHOR agrees to hold PUBLISHER harmless and to indemnify PUBLISHER for reasonable damages and costs. If PUBLISHER prevails against a suing party or resolves the matter by out-of-court settlement, AUTHOR will be liable to indemnify PUBLISHER for defense and settlement costs if AUTHOR's warrantees are found to be invalid.

Section V. Copyright Ownership

The AUTHOR is the owner of the copyright of the WORK. As a condition of this Agreement, the PUBLISHER agrees to print in every copy of the WORK a Copyright Notice identifying the AUTHOR as the owner of the copyright in the manner that complies with the regulations of the US Copyright Act and the Universal Copyright Convention.

Section VI. Copyright Registration

AUTHOR will be responsible for registering the copyright with the U.S. Copyright Office, including payment of any fees and the costs of preparing printed and/or electronic documentation of the work as required by the U.S. Copyright office. PUBLISHER shall be listed as the publisher of the WORK in all formats indicated in Section I.

AUTHOR understands that if AUTHOR chooses not to register the copyright with the U.S. Copyright office, AUTHOR may be limited in the damages that could be awarded in court if there is a copyright

violation. PUBLISHER will place a copyright notice on all versions of the WORK, using the year of first release if no other information is available.

Section VII. ISBN

PUBLISHER will obtain and assign ISBN (International Standard Book Number) for the WORK. PUBLISHER will assign as many ISBN designations as required by the various publication formats listed in Section I. PUBLISHER will use the assigned ISBN(s) as part of the formal identification, and will notify Books-in-Print and/or other equivalent service(s) of the ISBN(s) of the WORK.

Section VIII. Selling Price

PUBLISHER will set the retail price ("cover price") of the WORK, based on length, comparable works and format. PUBLISHER reserves the right to raise or reduce the price as needed to stimulate sales.

If rights have been granted for Traditional Print run paperback books, hardcover books, or audio books, PUBLISHER will decide the quantity of books to be printed in the initial and subsequent print runs.

Section IX. Royalty Commissions

In compensation for this grant of rights, the PUBLISHER hereby agrees to pay AUTHOR the following Royalty Commissions: (Check and initial each box that applies)

- 40% of Net Sales from the sale of all downloaded electronic editions of the WORK.
- * 40% of Net Sales from the sale of all electronic editions of the WORK distributed on CD ROM.
- * 12% of Net Sales from the sale of all bound printed editions of the WORK. (if applicable)

Net sales are defined as the Total Dollar amount received by the PUBLISHER from the wholesale or retail sale of the WORK minus the printing expenses, costs to sell, and total dollar amount of any returns of the WORK. Wholesale amounts vary with each wholesaler/distributor. Consignment placements are not sales until the merchandise is both actually sold to the end consumer and PUBLISHER receives payment.

AUTHOR will receive no royalties on copies of WORK considered complimentary, i.e., those used for charitable, advertising, and review purposes.

Section X. Royalty Payment Schedule and Statements

Royalty statements will be produced and forwarded to AUTHOR quarterly, not more than thirty days after the end of the quarter. Royalties shall be paid contemporaneously with issuance of the royalty statement. Payments will be made by physical check or electronic payment in United States dollars.

If sales in any calendar year are \$600.00 or higher, PUBLISHER will provide a 1099 statement of royalty earnings. If sales in any calendar year are under \$600.00, the PUBLISHER may issue a 1099 at its discretion. Payment of taxes on royalties is the sole responsibility of the AUTHOR whether or not a 1099 is issued.

If the AUTHOR should die before all royalties have been paid, PUBLISHER will pay royalties to AUTHOR's heirs, assigns or beneficiaries.

It is the AUTHOR's responsibility to communicate with the PUBLISHER any change in Taxpayer Identification Number or Social Security Number, Postal Mailing Address, telephone number(s), Electronic

Mail address or bank routing number if royalties are paid by Electronic Funds Transfer. If the AUTHOR fails to advise PUBLISHER of any changes in the above that prevent the timely payment of royalties, the PUBLISHER is authorized to hold, without penalty, payment of royalties until current information is received. If a check sent by regular post is returned by the post office or express delivery service as undeliverable, the PUBLISHER shall first attempt to contact AUTHOR by all existing contact information before unilaterally withholding payment of royalties.

In the event that additional WORKs by the same AUTHOR are currently being marketed by the PUBLISHER, royalty accounts from all such titles shall be combined with that for this WORK.

PUBLISHER will keep accounts of all receipts and expenditures regarding the WORK, and these accounts will be available for AUTHOR's inspection. AUTHOR may, on reasonable notice, through AUTHOR's designated representative, examine PUBLISHER's records that relate to the WORK. Such examination shall be at AUTHOR's expense, unless errors in excess of 5% of royalties or other sums due the AUTHOR by the PUBLISHER shall be found in AUTHOR's favor. In that case, PUBLISHER shall defray all reasonable costs of the examination and pay AUTHOR any sums due, up to the amount owed AUTHOR by PUBLISHER, within thirty (30) days.

AUTHOR's royalty statement will include: Date of the Royalty Period; Title of WORK; Number of Copies Sold During Royalty Period (broken down by printed and electronic versions), and Net Total Dollar Amount of all Sales; Number of Copies Returned During a Royalty Period, and Total Dollar Amount of all Returns; Net Dollars Owed During a Royalty Period; Royalty Percentage Rate (broken down by printed and electronic versions); Withholding Amount if applicable; and Dollars Owed to AUTHOR.

Section XI. Editing

PUBLISHER has the right of final approval of AUTHOR's manuscript. PUBLISHER may assign an editor to WORK with AUTHOR in making revisions. The AUTHOR will be notified prior to any and all substantial changes, which will be made only with the AUTHOR's approval and participation. The AUTHOR will not be required to pay for the services of any editor assigned by PUBLISHER. PUBLISHER will provide a proofing copy of the WORK, which AUTHOR must correct and return within an agreed upon time. If the proofing copy is not received as agreed, PUBLISHER has the option to delay release or terminate the agreement as warranted. PUBLISHER may make corrections of typographical errors without AUTHOR's consent.

Section XII. Cover Art and Back Blurb

PUBLISHER shall provide cover art at its own expense. AUTHOR will be asked to produce proposed back blurb text and suggestions for cover art. If AUTHOR wishes to provide AUTHOR's own cover art, some or all of this cover art may be at AUTHOR's expense. If AUTHOR engages an artist to produce an alternative cover, AUTHOR must present documentation that AUTHOR has permission to reproduce the proposed cover art from the copyright owner, or warrants that the cover art is in the public domain. If AUTHOR provides AUTHOR's own cover art, AUTHOR is responsible for formatting it in an appropriate graphics format of suitable reproduction quality. PUBLISHER will give credit in the published WORK to the cover artist. PUBLISHER has final approval of any cover art and back blurb material.

Section XIII. Preparation of Manuscript

The AUTHOR shall provide an acceptable, final revision of the manuscript in electronic format with any revision requested by the PUBLISHER within the time agreed upon and within reasonable limits. Electronic format used will be Microsoft Word® or Rich Text Format (RTF) as mutually agreed upon. Specific margin, header, font, line spacing and other particulars of manuscript format will be provided in a separate document stating PUBLISHER's guidelines. The WORK may be transmitted to PUBLISHER as an attachment to electronic mail. It is the responsibility of the AUTHOR to keep a complete copy of the manuscript available in digital form in the event of computer failure at the PUBLISHER.

Section XIV. Title

PUBLISHER has final approval of release title of the WORK. Every attempt will be made to use the title suggested by the AUTHOR, but PUBLISHER has the option to change the release title if the AUTHOR's suggested title is too similar to any books already in release by PUBLISHER or recent releases from any other PUBLISHER or if PUBLISHER deems that a more appropriate title is necessary. In the event of a title change, AUTHOR will be given an opportunity to suggest alternative titles.

Section XV. Formatting

PUBLISHER will be responsible, at its own expense, to prepare the WORK for release for all formats outlined in Section I. This would include all conversions from the manuscript into various digital formats and print formats. PUBLISHER will make the WORK available in all its regularly marketed electronic/digital formats. The exception to this provision is for WORKs containing a substantial number of color graphics and/or illustrations that are not translatable into all electronic formats. In WORKs of this type, PUBLISHER will format for those digital programs best suited for the nature of the WORK. If a particular formatting type is controlled by the distributor/vendor, PUBLISHER will prepare the WORK in a manner acceptable to that distributor/vendor and submit it to them for formatting. PUBLISHER may not be able to control when the distributor/vendor completes the formatting and places the WORK in the stream of commerce.

Section XVI. AUTHOR's Name or Pseudonym

The AUTHOR has the exclusive right to the use of AUTHOR's name or pseudonym listed as the AUTHOR in connection with this WORK. PUBLISHER cannot prevent AUTHOR from using the same name or pseudonym for any other PUBLISHER or for any other book genre. PUBLISHER will have a non-exclusive right to use AUTHOR's name, likeness and biographical material for the purposes of advertising, publishing and promoting the WORK itself.

Section XVII. Ownership of Characters

Except as allowed under the sections of this agreement governing promotion of the WORK, AUTHOR owns the characters and controls their use in sequels or series books, whether published by PUBLISHER or another PUBLISHER. PUBLISHER will have a non-exclusive right to use the title, and all material, including characters in the WORK, for the purpose of advertising, publishing and promoting the WORK.

[] (check and initial if applicable) If the AUTHOR writes another WORK that is a sequel to the WORK covered in this agreement, using an identical theme and/or major characters from the contracted WORK, PUBLISHER retains a right of first refusal for the subsequent WORK. If PUBLISHER does not accept for publication this additional WORK within 90 days of submission, it will be considered refused and the AUTHOR will be free to market rights to the new WORK without encumbrance.

Nothing in this agreement shall obligate the AUTHOR to submit any additional, unrelated WORKs to PUBLISHER.

Section XVIII. PUBLISHER's Name and Trademark.

The AUTHOR will not have rights to, or in, any trademark, service mark, trade name or logos used by PUBLISHER, unless expressly permitted to do so in writing. The AUTHOR may, with PUBLISHER's permission, have limited use of PUBLISHER's marks, symbols or name for use in approved promotional material. AUTHOR may use the cover art in AUTHOR's promotional material. PUBLISHER's provided and/or copyrighted cover art may not be used by other PUBLISHERs producing the WORK in formats not listed in Section I without permission of PUBLISHER. Any remuneration for the use of this cover art will be separately negotiated between PUBLISHERs.

Section XIX. AUTHOR's Biographical Information and Book Cover Blurb.

AUTHOR will provide PUBLISHER with a publicity biography and suggested blurb(s) for use on book cover, website and promotional literature. A photograph, in either digital (preferred) or hard copy, is optional. PUBLISHER reserves the right to edit or rewrite blurb(s) as necessary for length or content.

Section XX. Free Copies to AUTHOR

On publication of the WORK, PUBLISHER shall give AUTHOR the following copies of the WORK for AUTHOR's own use free of any charge. Royalties shall not be paid on these complimentary copies. Check all that apply:

- (check and initial if applicable) 5 free copies of the Trade Paperback printed edition of the WORK (if produced).
- 2 free copies of the Hardback printed edition of the WORK (if produced)

Section XXI. AUTHOR Purchased Copies

AUTHOR may purchase an unlimited number of copies in any format at a discount of 40%. AUTHOR will not receive royalties on any copies that AUTHOR has purchased at the discount rate.

AUTHOR may purchase an unlimited number of copies in any format at full retail price, for which regular royalties will be paid.

AUTHOR may resell copies of the WORK AUTHOR has purchased from PUBLISHER. If AUTHOR has purchased copies at discount, AUTHOR's royalty will be the difference between the purchase price and sale price. AUTHOR will be responsible for reporting royalties from resale to taxation authorities and PUBLISHER will be held harmless for any under reported royalties caused by AUTHOR's failure to report royalties earned through resale of copies bought at AUTHOR's discount.

Section XXII. Promotion and Promotional materials

If the WORK is available in a downloadable format, PUBLISHER may, at its option, provide AUTHOR, consumer or distributor/vendor with a single downloadable master document from which a specific number of copies equal to not more than the number of copies purchased may be made. This will be considered the same as if PUBLISHER provided individual downloads and shall be counted as individual unit sales, even if the AUTHOR, consumer or distributor/vendor fails to make as many copies as s/he has purchased. Any unused copies from a single download master will not be returnable to the PUBLISHER.

AUTHOR has permission from the PUBLISHER to duplicate, at no cost and no royalty, exact text copies in digital or print formats for the purpose of obtaining book reviews or entering competitions or contests. The exception to this rule is if the WORK is already available in a print format, then the AUTHOR does not have permission to make print copies for competitions or contests, but may purchase print copies for this purpose at AUTHOR's discount.

PUBLISHER will provide at least twelve (12) printed copies of the WORK and an unlimited number of electronic copies of the WORK for reviews. If the WORK is not in its final form, PUBLISHER will indicate its status as an Uncorrected Proof. PUBLISHER will select review magazines, periodicals and sites suitable to the type and genre of the WORK. AUTHOR may send copies to additional review sites, provided AUTHOR notifies PUBLISHER of the identity of those sites. AUTHOR must obtain permission to send Uncorrected Proofs or earlier versions of the WORK; otherwise AUTHOR may only send the final release version of the WORK to review sites.

PUBLISHER and AUTHOR agree to supply each other with copies of any professional reviews, either digitally or print copies. Neither AUTHOR nor PUBLISHER is required to provide the other with copies of "Reader Reviews" voluntarily posted by consumers at any online vendor.

PUBLISHER will make every effort to maintain an attractive, updated website. PUBLISHER will not be liable for site downtime or interrupted transmission.

Section XXIII. AUTHOR/PUBLISHER Indemnification

AUTHOR shall indemnify, defend and hold harmless PUBLISHER and its owners and affiliates, editors, shareholders, officers, directors, partners, associates, agents and representatives and the PUBLISHER shall indemnify, defend and hold harmless the AUTHOR from any and all claims, debts, demands, suits, actions, liens, proceedings and/or prosecutions ("Claims") based on allegations which, if true, could constitute a breach of any of the foregoing warranties, and any and all liabilities, losses, damages and expenses including, but not limited to, attorney's fees and court costs. Each party to this Agreement shall give prompt notice to the other party of any Claims. No compromise or settlement of any Claim shall be made or entered into without the prior written approval of the AUTHOR and PUBLISHER. If a Claim is filed, PUBLISHER shall have the right to suspend payments otherwise due to AUTHOR under the terms of this Agreement as security for AUTHOR's obligations under this section.

Section XXIV. Insolvency of PUBLISHER, Sale of PUBLISHER

If the PUBLISHER files for protection under the Bankruptcy Laws, all rights delineated in Section I shall immediately revert to the AUTHOR. If the bankruptcy filing involves a reorganization and PUBLISHER continues to operate during the reorganization, AUTHOR and PUBLISHER may agree in writing to continue this agreement under the same or revised terms.

If the PUBLISHER suspends operations, other than a temporary suspension for technical difficulties such as a loss of Web Server, all rights delineated in Section I shall immediately revert to the AUTHOR. If the PUBLISHER's operations are ordered suspended by any governmental or police entity, or by Injunction or Restraining Order, all rights shall immediately revert to the AUTHOR. If the suspension is lifted and operations resume, AUTHOR and PUBLISHER may agree in writing to continue this agreement under the same or revised terms.

If the PUBLISHER sells its assets to another PUBLISHER who does or plans to market and promote books of the type and genre of the WORK, the successor PUBLISHER will be bound, as a minimum, to the same terms delineated in this agreement. If the successor PUBLISHER does not or does not plan to market and promote books of the type and genre of the WORK, all rights delineated in Section I shall revert to the AUTHOR not more than thirty (30) days after the sale of PUBLISHER.

Section XXV. Copyright Infringement

PUBLISHER is not obligated to initiate legal proceedings should a Claim arise regarding a third party infringing the AUTHOR's or PUBLISHER's rights. If such a Claim arises, AUTHOR and PUBLISHER may sue either jointly or severally. PUBLISHER shall not be held liable for failing to take action upon a Claim.

Section XXVI. Laws and Venue

The PUBLISHER is a Limited Liability Corporation, organized under the laws of the State of New York. The laws of the State of New York shall govern this Agreement. Recognizing the expense, distraction, and uncertainty resulting from litigation of disputes which may arise under this Agreement, the parties have agreed that except as specifically provided herein they shall submit any and all disputes arising in any way under this Agreement to the American Arbitration Association for final disposition in accordance with its rules, provided that the Arbitrator shall have no authority to award punitive damages.

Notwithstanding the foregoing, nothing in this Agreement shall be deemed to deprive a party of the right to equitable relief in a court of competent jurisdiction respecting rights to its intellectual property or use there of under this Agreement. Any proceeding under this paragraph shall be brought in the federal or state courts in New York. A judgment may be entered in a court of competent jurisdiction based on any award rendered in arbitration or other proceeding conducted by the parties pursuant to this paragraph.

Section XXVII. Understanding of All Parties

The Agreement contains the entire understanding of the parties with regard to the subject matter hereof and no warranties, representatives, promises or agreements have been made between the parties other than expressly herein set forth, and neither PUBLISHER nor AUTHOR shall be, nor are they bound by, any warranties, representations, promises or agreements not set forth herein. The Agreement supersedes any previous agreement or understanding with respect to the WORK and cannot be modified except in writing by all the parties hereto. Upon execution, this Agreement shall be absolutely binding and fully enforceable and shall inure to the benefit of the parties hereto, their successor, personal representative, heirs and assigns.

Section XXVIII. Signatures

IN WITNESS WHEREOF, AUTHOR and PUBLISHER have executed this agreement on the day and year below, to be effective immediately if the dates are the same, or on the date of the later signature if the dates are not the same. If either AUTHOR or PUBLISHER have electronic signature capabilities and both agree to accept an electronic signature as valid, that electronic signature will be considered of identical weight to a handwritten signature.

Signed:

AUTHOR _____ Date: _____
Print Name _____
Pseudonym (if applicable) _____
Address _____
City, State, Postal Code, Country _____
Daytime telephone number _____
Evening telephone number _____
Email address: _____ @ _____
SS# _____

PUBLISHER: _____ Date: _____
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