



Publishing Agreement

1. Parties

This is a Publishing Agreement (the “Agreement”), which includes all current and future schedules and amendments, is between the person (“AUTHOR”) listed at the end of this Agreement and CrossBooks Publishing with offices at 1663 Liberty Drive, Bloomington, Indiana 47403 (“PUBLISHER”) for the services listed in Schedule C - The Publishing Order Form .

2. Services

AUTHOR has selected a publishing package and/or other services as may be mutually agreed upon from time to time (the “Services”) in conjunction with the publication, distribution, selling, marketing, and promotion of the WORK (“WORK”) with the branding of “CrossBooks Publishing”. The services selected by AUTHOR are identified in the Publishing Order Form, which becomes part of Schedule C of this Agreement. The particular services, as selected and purchased by AUTHOR, are outlined at www.crossbooks.com . This Agreement and its Schedules, in conjunction with the Terms and Conditions and materials on the PUBLISHER’S website, shall be binding for use and fulfillment of each service (exclusive of pricing for the services being selected at this time which is determined in Schedule C) that AUTHOR may select.

3. License to Publish and Distribute

(a) In Print Format

AUTHOR hereby grants to the PUBLISHER the worldwide license to print, publish, distribute, sell, and exploit the WORK in print form.

(b) In “eBook” Format

“eBook” format as used throughout this agreement shall include any and all digital formats.

AUTHOR hereby grants to the PUBLISHER the worldwide license to use, reproduce, modify, distribute, transmit, exploit, and store the WORK, in whole or in part, and any compilations and collective works that include all or part of the WORK, in any and all digital and eBook formats.

(c) Distribution

In order to provide the services in accordance with the terms of this Agreement, AUTHOR grants PUBLISHER a non-exclusive worldwide license to copy, store, print, use, modify, publish, distribute, transmit and sell the WORK, in whole or in part, and any compilations and collective WORKS that include all or part of the WORK, in the above described formats through any distribution channels, including, without limitation, online or electronic distribution channels (e.g., e-retailers, websites, Amazon Kindle, Kindle for iPhone, and the like), as deemed appropriate by PUBLISHER in its sole discretion.

AUTHOR also grants to PUBLISHER the right to use, display, promote, market, distribute, exhibit, and make excerpts from the WORK or from information regarding AUTHOR or the WORK, in electronic, digital, video and/or print format. Electronic excerpts may at PUBLISHER’S discretion, be viewable on PUBLISHER’S website, and its associated websites that have entered into agreements with PUBLISHER, in order to facilitate promotion, marketing, distribution, and sales of the WORK. This grant includes PUBLISHER’S vendors and affiliates. AUTHOR agrees to promptly provide any information requested by PUBLISHER.

4. Storage and Hosting

AUTHOR grants to PUBLISHER the right to store, use, transmit and distribute electronic copies of the WORK as required to facilitate the printing and distribution process. This grant includes PUBLISHER’S vendors and affiliates.

5. Other Rights

All rights not expressly granted to PUBLISHER are reserved to AUTHOR.

6. Term



PUBLISHER's rights pursuant to Paragraphs 3 and 4 of this Agreement shall extend for three (3) years after the date PUBLISHER first releases the electronic files of WORK to the printer for publication by PUBLISHER. This Agreement will automatically renew for consecutive one (1) year terms if neither party gives advance written termination notice received at least thirty (30) days prior to the end of the then-current term, that such party desires to terminate.

7. AUTHOR's Right of Termination

Subject to the terms and conditions of this Agreement, including 6 above, prior to the commencement of printing of the WORK, AUTHOR shall have the right to terminate this Agreement effective thirty (30) days after PUBLISHER's receipt of a written termination notice. Upon the effective date of such termination, AUTHOR shall have the right to purchase the text and cover digital production files of the WORK in PDF format in accordance with the provisions of Paragraph 8 of Schedule A.

8. Royalties

AUTHOR will be paid royalties as set forth in Schedule A.

9. Submission Guidelines and Payments

AUTHOR shall follow all the submissions procedures and payment requirements attached in Schedule A.

10. Submission Acceptance

PUBLISHER reserves the right, in its sole discretion, by giving written notice to AUTHOR, not to accept a submission upon receipt. In such event, PUBLISHER will refund the AUTHOR's submission payment, but PUBLISHER shall have no obligation to return the submission package or the WORK. Once a submission is accepted for publication, the refund policies and options in Schedule A shall apply.

11. Publication

PUBLISHER intends to publish the WORK within ninety (90) days after its receipt of all required materials, acceptable to PUBLISHER, relating to the WORK, but in no case later than one hundred eighty (180) days after its receipt of all the required materials relating to the WORK. If PUBLISHER does not make the WORK available for print or distribution within such time, except for delays caused by external circumstances beyond its control, AUTHOR may give written notice received by PUBLISHER to make the WORK available for print or distribution within thirty (30) days. If PUBLISHER fails to do so, and communicates to AUTHOR in writing of PUBLISHER'S intention not to pursue the WORK, this Agreement shall terminate and all rights to the WORK herein granted to PUBLISHER shall revert to AUTHOR.

12. Publication Format

PUBLISHER may publish the WORK in paperback, hardcover and e-book editions as called for in the Purchase Order, PUBLISHER will attempt to conform to AUTHOR's suggestions for the interior design of the WORK where practicable provided AUTHOR complies with PUBLISHER's interior design guidelines, and shall attempt to conform to AUTHOR's suggestions for the custom-designed cover of the WORK provided AUTHOR complies with PUBLISHER's cover design guidelines.

In all other respects PUBLISHER solely shall determine the details of publication, including the appearance (including on-line presentation), price, production, manufacturing, distribution, and exploitation of the WORK. PUBLISHER retains final discretion over style and formatting of the WORK and its cover. PUBLISHER also reserves the right to introduce additional versions, editions, and derivatives of the WORK. PUBLISHER has exclusive right to determine whether or not to utilize digital rights management (DRM) technology. AUTHOR acknowledges that AUTHOR may not utilize all, or portions of, the WORK, the International Standard Book Number (ISBN), and identical or similar cover with any other PUBLISHER. As WORK can be available in multiple formats, PUBLISHER reserves the exclusive right to terminate (and recommence) individual ISBN's of WORK.

13. AUTHOR Proof

PUBLISHER will make available to AUTHOR the author proofing option as defined on PUBLISHER's website. AUTHOR shall have fourteen (14) days from receipt of the Author Proof to review and approve the WORK. AUTHOR shall use reasonable efforts to adhere to proofing procedures posted by PUBLISHER on its website, and it is understood by AUTHOR



that PUBLISHER may terminate this Agreement in the event AUTHOR does not deliver the required written proofing comments. If PUBLISHER terminates publication because of AUTHOR'S failure to deliver the required comments from AUTHOR, PUBLISHER shall not be required to refund any submission payments, or return the submission package or WORK

14. Copyright and Title Registration

PUBLISHER agrees to include a copyright notice in accordance with AUTHOR'S reasonable instructions in each copy of the WORK and to secure a unique ISBN for each print and eBook version of the WORK.

15. AUTHOR Copies and Discounts

AUTHOR shall be eligible to receive purchase discounts as provided in Schedule A.

16. Title and AUTHOR Information

PUBLISHER may post pertinent information regarding AUTHOR or the WORK on PUBLISHER'S website, as well as PUBLISHER'S vendors and affiliates' websites in order to provide the services in accordance with the terms of this Agreement. The information may include elements of the title submission package, such as the AUTHOR biographical sketch and description of the WORK. PUBLISHER may also post additional information that may help promote AUTHOR or WORK. If PUBLISHER requests such information, AUTHOR agrees to promptly provide the information.

17. PUBLISHER Bankruptcy

If PUBLISHER commences Chapter 7 bankruptcy proceedings, subject to the rights of the Bankruptcy Trustee, all rights to the WORK shall immediately revert to AUTHOR.

18. Termination by PUBLISHER

Upon giving thirty (30) days advance written notice, PUBLISHER, at any time, may terminate publication of the WORK without cause, at which point the rights to the WORK immediately revert to AUTHOR. PUBLISHER also reserves the right to terminate this Agreement and to discontinue publication of the WORK at any time, effective upon forwarding written notice to AUTHOR, if, in PUBLISHER'S judgment, the WORK may subject to PUBLISHER to the risk of litigation or other adverse commercial consequences. If such notice is given prior to printing or distribution of the WORK, PUBLISHER will refund amounts paid by AUTHOR less a \$150 fee to defray setup costs, and neither party will have any further obligations to the other except that AUTHOR'S representations, warranties and indemnities set forth in Paragraphs 19 and 20 shall survive the termination of this Agreement. In the event that Publisher terminates this agreement without cause, PUBLISHER shall pay any accrued royalty income due to AUTHOR pursuant to the royalty payment terms outlined in Schedule A.

19. AUTHOR Warranties

AUTHOR represents and warrants the following to PUBLISHER:

- (i) AUTHOR is the sole author of the WORK and the sole owner of the copyright in the WORK; AUTHOR either is the sole owner of the copyright in any associated cover, interior graphics, and other materials supplied by AUTHOR for the WORK or has secured written permission (which AUTHOR will furnish to PUBLISHER together with any required third party credits) to use the same in the WORK as called for by this Agreement; and AUTHOR has full power, authority and right to enter into this Agreement and to grant the rights herein granted;
- (ii) this Agreement is not subject to nor conflicts with any arrangements, understandings, or agreements between AUTHOR and any other person or entity;
- (iii) the WORK is not in the public domain and is entirely original except for portions thereof for which legally effective written licenses or permissions have been secured, and will be supplied to PUBLISHER;
- (iv) the WORK and all rights therein are free of liens, claims, interests or rights in others of any kind;
- (v) the WORK as submitted, and its publication by PUBLISHER, do not and will not violate or infringe upon any personal, proprietary, or commercial rights, including, without limitation, copyrights, trademark rights, trade secret rights, contract rights, privacy rights, or publicity rights of any other persons;



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- (vi) the WORK is not defamatory or obscene, or in any other way illegal; and any recipes, formulae, instructions, or recommendations contained in the WORK are not and will not be injurious to any reader, user, or any third person; and
 - (vii) all information in the submission package is accurate.

20. Indemnification

AUTHOR agrees to indemnify and hold harmless PUBLISHER, its AFFILIATES and any seller of the WORK from and against any losses, lost profits, damages, liabilities, judgments, awards, decrees, settlements, or expenses (including without limitation, reasonable attorney's fees and court costs) arising from, connected with, or by reason of any breach or alleged breach of any of the representations and warranties set forth in Paragraph 19 above, but AUTHOR shall not be liable for any matter inserted in the WORK by PUBLISHER or its licensees. All representations, warranties and indemnities made by AUTHOR herein shall survive termination of this Agreement. "AFFILIATES" means owners, shareholders, officers, directors, employees, parents, subsidiaries, affiliated companies, licensees, distributors, advertisers, Internet service providers, attorneys, and accountants and any other person or entity to whom PUBLISHER extends its representations and warranties to in connection with the production, dissemination, transmission, promotion, publication, or distribution of the WORK or the exercise of any rights therein or derived therefrom. In defending any such claim, action or proceeding, PUBLISHER shall have the right to defend with attorneys of its own selection and to settle such action, and AUTHOR shall fully cooperate in the defense thereof, and agrees that PUBLISHER may withhold all payments to AUTHOR until final resolution thereof..

21. Notices

Unless stated otherwise in this agreement, all notices must be given in writing to be sent by fax or overnight courier, (e.g., FedEx, UPS, Airborne Express, or DHL) to AUTHOR's address or fax number specified below and to PUBLISHER's addresses or fax number displayed at PUBLISHER's website on the date of the notice. Faxed notices will be deemed given on the date of transmission, provided that for faxed notices the party giving the notice must maintain evidence showing the successful transmission. Notices sent by overnight courier shall be deemed given two days after the date of delivery to the courier. Notwithstanding the foregoing, e-mail notices may be used for matters involving proofing and publication of the WORK.

22. Additional Instruments

AUTHOR agrees to complete, execute, and deliver the title submission form and AUTHOR biographical sketch and all additional instruments reasonably requested by PUBLISHER to confirm and give effect to this Agreement.

23. Copyright Infringement

If during the term of this Agreement, and in the sole judgment of PUBLISHER, the copyright in the WORK is infringed, AUTHOR hereby authorizes PUBLISHER, at PUBLISHER's sole discretion and expense, to commence an action for copyright infringement in AUTHOR's name. Any recoveries from such litigation shall be applied first to reimburse PUBLISHER for its expenses incurred in such litigation and thereafter any remaining balance shall be divided equally between PUBLISHER and AUTHOR. PUBLISHER shall have no liability to AUTHOR if PUBLISHER elects, in its sole discretion, not to commence such an action. If PUBLISHER notifies AUTHOR that PUBLISHER chooses not to bring such an action, AUTHOR may do so at AUTHOR's sole expense. Any recoveries from such litigation shall be applied first to reimburse AUTHOR for AUTHOR's expenses incurred in such litigation and thereafter any remaining balance shall be divided equally between AUTHOR and PUBLISHER.

24. Amendments

PUBLISHER may amend this Agreement, including but not limited to amendments to royalty payment structure and timing, at any time with 30 days electronic or written notice to AUTHOR. Such notice may be made to AUTHOR via electronic mail, facsimile, or postal mail. AUTHOR will be deemed to have accepted and agreed to these amendments unless, in regard only to a material amendment, AUTHOR submits a written request to terminate this agreement via written notice to PUBLISHER at the address in Section 1 within 30 days of the notice of amendments, which shall be AUTHOR's sole and exclusive remedy in the event of AUTHOR's disagreement to the amendments.

25. Purchase of Additional Services



In the event, after the execution of this Agreement, AUTHOR purchases additional services from PUBLISHER or its AFFILIATES, the Terms and Conditions and other materials available on the then-current CrossBooks website will apply to and take precedence for those services. Further information regarding additional services are available on the CrossBooks website at www.crossbooks.com. That information, in conjunction with the Terms and Conditions and other materials on the then-current website, shall be binding for use and fulfillment of each service that AUTHOR may select. Schedule B of this Agreement further defines the terms and conditions for the Booksellers Return Program, if applicable.

26. General Provisions

This Agreement shall be governed by the internal laws of the State of Tennessee as a contract fully executed, without regard to conflict of laws rules, and shall be binding upon the heirs, executors, administrators and assigns of AUTHOR and upon the successor and assigns of PUBLISHER. Any assignment by AUTHOR without PUBLISHER's prior written consent, such consent not to be unreasonably withheld, shall be null and void. PUBLISHER may assign this Agreement. If any term or provision of this Agreement is illegal or unenforceable, then, nonetheless, this Agreement shall remain in full force and effect and such term or provision shall be deemed deleted or amended only to such extent as is necessary to make it legal or enforceable. This Agreement together with the portions of PUBLISHER's website referred to above and in Schedule A and C represent the complete understanding between the parties as to its subject matter and supersede all prior understandings, if any, as to its subject matter. No modification, amendment, or waiver shall be valid or binding unless made in writing and signed by all parties hereto.

By completing the following and submitting the required materials, AUTHOR agrees to all the terms and conditions in this Agreement.

Name: _____
Street Address: _____
City, State, Zip Code: _____
Phone: _____
Fax: _____
Email: _____
SSN: _____
Title of Work: _____
U.S. Copyright No. – if any _____
Date: _____ Signature: _____



Schedule A

1. Royalties

(a) *Print Royalties*

On all sales by PUBLISHER of printed copies of the WORK, PUBLISHER will pay AUTHOR a royalty as follows:

- On retail, wholesale or consumer sales, excluding sales to AUTHOR, PUBLISHER will pay AUTHOR a royalty equal to the payments PUBLISHER actually receives from sales of printed copies of the WORK, less the cost to print the books and any taxes, shipping charges and returns.
 - The royalty percentage will be fifty percent (50%) for the paperback and hardcover versions of the book.
- Royalties will not be paid on copies provided free of charge or sold to AUTHOR.

(b) *eBook Royalties*

On all sales by PUBLISHER of eBook formats of the WORK, PUBLISHER will pay AUTHOR a royalty as follows:

- On all sales, PUBLISHER will pay AUTHOR a Royalty equal to fifty percent (50%) of the payments PUBLISHER actually receives from the sales of eBook copies of the WORK, less any distribution and technology fees, taxes and returns.
- Royalties will not be paid on copies provided free of charge or sold to AUTHOR.

(c) *Royalty Payment*

Royalties will be determined quarterly and paid to AUTHOR within sixty days after the quarter ends if the amount of the Royalty exceeds \$75 dollars. If the quarterly Royalty amount does not exceed \$75 dollars, this Royalty amount will be added to the subsequent quarterly Royalty amount due (Cumulative Annual Royalty). The Cumulative Annual Royalty will be paid to AUTHOR within sixty days after the quarter end in which the Cumulative Annual Royalty first exceeds \$75. Cumulative Annual Royalties that do not exceed \$75 dollars at the end of the calendar year will be paid to AUTHOR within sixty days after year end. Any Royalties due will be reduced by any outstanding amounts owed by AUTHOR to PUBLISHER and/or withheld pursuant to governing laws.

(d) *Tax Withholding and Taxpayer Identification Number.* All royalty payments will be subject to applicable tax requirements. AUTHOR will provide PUBLISHER with all necessary information and documentation to comply with tax requirements including AUTHOR's Taxpayer Identification Number ("TIN") and a completed Internal Revenue Service ("IRS") form W-9. If AUTHOR is a single person, the "Taxpayer Identification Number" is understood to be the AUTHOR's personal Social Security Number. If AUTHOR is not a U.S. citizen or permanent resident alien, AUTHOR must submit appropriate documentation to allow PUBLISHER to fulfill tax obligations for foreign persons. In the event that AUTHOR fails to provide PUBLISHER with the proper aforementioned documentation and information, or fails to fully comply with the provisions of these Terms and Conditions, PUBLISHER will have the right to withhold from royalties amounts owed to AUTHOR any moneys required to be deducted or withheld in compliance with the tax code or other governing laws. AUTHOR will have no right to seek reimbursement from PUBLISHER for such withholdings and payment by PUBLISHER to the proper authorities.

2. Submissions

Online Submissions are submitted at PUBLISHER's website in an automated manner. AUTHOR must upload:

- All information requested during the online submission process,
- A copy of the WORK in an electronic format listed as acceptable on the PUBLISHER's website, and
- All graphics (if AUTHOR chooses to provide) in an electronic format listed as acceptable on the PUBLISHER's website.

Submissions by Mail are sent via U.S. mail or by express courier. AUTHOR must submit in one package:

- A signed hardcopy of the Publishing Agreement, including all Schedules,
- A fully completed current title submission form,
- Payment for services (if not previously received),
- A copy of the WORK in an electronic format listed as acceptable on the PUBLISHER's website, and
- All graphics (if AUTHOR chooses to provide) in an electronic format listed as acceptable on the PUBLISHER's website.

- The package must be sent to CrossBooks, Publishing Services, 1663 Liberty Drive, Bloomington, Indiana 47403.
- PUBLISHER is not responsible in any manner for materials never received or lost in transit.

3. Payments

Payment for online submissions and related fees must be made with a major credit card (accepted cards as listed on PUBLISHER’s website) and the charge will appear on the AUTHOR’s credit card statement as paid to “CBP”. Payment for mail submissions and related fees must be made with a check or a major credit card (accepted cards as listed on PUBLISHER’s website) and shall be made to “CBP” CrossBooks Publishing.” The fees for publishing and related services shall be based on the then-current information displayed on the submissions area of the PUBLISHER’s website. PUBLISHER may change the fee structure, at any time, at its sole discretion. In the event that a fee is established based on input from AUTHOR, the fee can be reviewed by PUBLISHER. If PUBLISHER believes the fee structure should be higher than the pricing estimated based on AUTHOR input, PUBLISHER will contact AUTHOR to require additional payment before starting the publication process.

When a check is used for payment, AUTHOR authorizes PUBLISHER to either use the information from AUTHOR’S check to make a one-time electronic funds transfer from AUTHORS account or to present the check for payment. When PUBLISHER uses information from AUTHOR’S check to make an electronic funds transfer, funds may be withdrawn from AUTHOR’s account as soon as the same day AUTHOR’s payment is received, and AUTHOR may not receive AUTHOR’S check back from AUTHOR’s financial institution.

4. Pricing

Pricing for printed books shall be determined by PUBLISHER and will be based on factors such as format size, cover type and number of pages. AUTHOR may suggest a higher price, however PUBLISHER will retain final discretion over the price of the WORK.

All eBooks will have a default price of nine dollars and ninety-nine cents (\$9.99). However, if the paperback format of the Work has a price less than the default price, the eBook Work will be sold at the lower price.

PUBLISHER reserves the exclusive right to modify the price of the paperback, hardcover, and eBook format of WORK, at the discretion of PUBLISHER, should costs change or market conditions warrant. Should this happen, the selected royalty payments will remain the same.

5. Refunds

If AUTHOR terminates this agreement for any reason other than a breach of contract by PUBLISHER, all third party licenses and obligations shall remain in effect, and AUTHOR agrees to pay PUBLISHER any amounts due on services purchased. PUBLISHER will refund amounts paid by AUTHOR as follows:

Prior to submission of manuscript	100% less a \$150 setup fee
After submission, but prior to interior design	50%
After interior design, but prior to final sign-off	25%
After six months from contract date	0%

6. AUTHOR Discounts

(a) Print Copies

AUTHOR shall have the right to purchase copies of WORK at a discount off the list price. Discounts will be available to AUTHOR for single order quantities and shall be based on the then-current information displayed on the book sales area of the PUBLISHER’s website at the time each order is placed. All AUTHOR payments must be made in advance. PUBLISHER will not pay royalties on any sales of the WORK to AUTHOR.



(b) eBook Copies

AUTHOR shall have the right to purchase eBook copies of the WORK at a discount off the list price of each eBook version of the WORK. Discounts shall be based on the then-current information displayed on the book sales area of the PUBLISHER's website at the time each order is placed. All AUTHOR payments must be made in advance.

7. Title Maintenance

Twelve (12) months after PUBLISHER'S release of the WORK, PUBLISHER has the right to receive from AUTHOR an annual title maintenance fee for each version of the WORK, excluding e-book format, for each additional twelve (12) month period that the WORK remains available through PUBLISHER. The fee will be based on the then-current information displayed on the PUBLISHER's website at the time of the charge. In the event AUTHOR fails promptly to pay such fee, PUBLISHER may deduct the title maintenance fee from any future royalty payments due AUTHOR.

8. Production Files

AUTHOR shall have the right to purchase the text and cover digital production files of the WORK in PDF format upon the effective date of termination of this Agreement.

The fees for AUTHOR's purchase of such files shall be based upon the following fee schedule:

(a) If AUTHOR terminates this Agreement pursuant to Paragraph 7 of this Agreement effective eighteen (18) months or more after PUBLISHER's initial release of the WORK for publication, the fees payable by AUTHOR shall be one hundred fifty dollars (\$150) for the interior production files and one hundred fifty dollars (\$150) for the cover files.

(b) If AUTHOR terminates this Agreement pursuant to Paragraph 6 of this Agreement effective less than eighteen (18) months after PUBLISHER's initial release of the WORK for publication, the fees payable by AUTHOR shall be seven hundred fifty dollars (\$750) for the interior production files and seven hundred fifty dollars (\$750) for the cover files.

Upon such purchase by AUTHOR, PUBLISHER shall remove all references to PUBLISHER in such digital files prior to delivering them to AUTHOR.



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Schedule B

Publishing Order Form (see Publishing Packages at www.crossbooks.com)