



## VINE LEAVES PRESS BOOK PUBLISHING CONTRACT

This contract is by and between \_\_\_\_\_, henceforth known as “Author,” and Vine Leaves Press, registered in Athens, Greece, henceforth known as “Publisher,” for the purposes of coming to terms on the publication of \_\_\_\_\_ henceforth known as the “Book.”

This Agreement is set forth on \_\_\_\_\_.

### I. Grant of Rights and Territory

The Author grants the Publisher the following rights to the Book:

- Worldwide English, exclusive rights to publish in print and eBook (all formats whether now existing or later developed) for five years. (Film, audio book, translation rights, dramatization, and all other rights remain with the Author.)
- The Publisher shall have the right to use, and to license others to use, the Author’s name, image, likeness, and biographical material for advertising, promotion, and other exploitation of the Book and the other rights granted under this Agreement.

### II. Manuscript

The Author agrees to deliver the completed Manuscript to the Publisher by the date agreed on in writing. The Author acknowledges and confirms that the Publisher shall have no liability of any kind for the loss or destruction of the manuscript or any other documents or materials provided by the Author to the Publisher, and agrees to make and maintain copies of all such documents and materials for use in the event of such loss or destruction. At the Publisher’s request, Author shall also deliver to the Publisher all authorizations and permissions for the use of any copyrighted or other proprietary materials owned by any third party which appear in the Manuscript and written releases or consents by any person or entity described, quoted, or depicted in the Manuscript (“Permissions”).

If the Publisher, in its sole discretion, deems the Manuscript and/or Permissions and/or any other materials delivered by the Author to be unacceptable in form or substance, then the Publisher shall so advise the Author by written notice, and the Author shall have the opportunity to cure any defects and generally revise, correct, and/or supplement the Manuscript, Permissions and/or other materials to the satisfaction of the Publisher. If such revised, corrected and/or supplemented materials are not delivered in a timely manner, or if they are deemed unsatisfactory in form or substance by the Publisher, then the Publisher shall have the unqualified right to terminate this Agreement without further obligation to the Author.

The Publisher shall have the right to edit the Book provided the meaning of the text is not materially altered, and shall have the right to publish and promote the Book in a suitable style as to paper, printing, binding, cover design, and to fix or alter price.



The Author shall have the opportunity to review any edits, have final approval of the Book's text/content, and will have a chance to review the Book's pages prior to printing and offer any suggestions or bring up any concerns.

The Publisher will have final approval over design (cover and interior) and production.

### III. Royalties & Statements of Account

The Publisher agrees to pay royalties on net sales from the sale of the first book, when the amount exceeds \$10 (ten) USD, according to the following:

<i>Edition</i>	<i>Royalty Payment to Author</i>	<i>Frequency</i>
Paperback	40% net	quarterly
Electronic	40% net	quarterly

No tax will be deducted. It will be the responsibility of the Author to declare the income in their own country.

The Publisher agrees to provide the Author with statements of sales statistics no more than once a month upon request. Official royalty reports and payments will be distributed during the following months:

- January - March sales (report in April, payment in June)
- April - June sales (report in July, payment in September)
- July - September sales (report in October, payment in December)
- October - December sales (report in January, payment in March)

### IV. Indemnification

Author represents and warrants to the Publisher that he/she is the sole creator of the Book, and has not previously published the Book, as a whole, in any other form, that the Book does not, and if published will not, infringe upon any copyright, trademark, or any other intellectual property rights or other proprietary rights of any third party, and that the Book contains no matter whatsoever that is libelous, that violates any third party's right of privacy or publicity, or any law, or the right of any third party. The Author agrees to indemnify, defend and hold harmless the Publisher against any and all claims, actions, demands, etc. arising from the publication of the Book. This includes, but is not limited to, actions involving plagiarism, fraud, slander, and theft.

### V. Publication

The Publisher shall, at its expense, edit, design, format and release quality trade paperback and ebook versions of the Book in the English language within 12 months of receipt of a complete and acceptable Manuscript at beginning of production, and to keep the work available through print-on-demand and all major print and ebook distribution channels throughout the term of this Agreement, including without limitation managing inventory, distribution, royalty collections and distributions, unless unforeseeable



events occur, through no fault of the Publisher, that may delay publication. These events include, but are not limited to, crimes against the Publisher and labor strikes.

The Publisher agrees that the Book shall be published at its own expense.

The Publisher shall, in all versions of the Books published by the Publisher under this Agreement, place a notice of copyright in the name of the Author in a form and place that the Publisher reasonably believes to comply with the requirements of the applicable copyright law.

The Publisher agrees to promote the book online. Any live book launches and/or events, paid editorial reviews, and book award/contest entries, are at the expense of the Author.

## VI. Competing Works

The Author agrees that he/she shall publish no other book-length material related to the subject matter of the Book mentioned herein, during the terms of this contract, unless agreed upon by the Publisher. The Author may publish excerpts from the Book and articles related to the Book's subject matter for promotional purposes with the Publisher's prior written approval, which will not be unreasonably withheld.

## VII. Out-of-Print

If the Book shall ever become "out of print," all rights owned by the Publisher will transfer to the Author, and this Contract, including all provisions herein, will be considered terminated.

An "out of print" status will only occur after five years, when the Agreement will be reevaluated for potential continuation. The threshold for sales will be held at 1 copy per week on average, but is not the determining factor in re-signing.

## VIII. Termination

A new Agreement will be sent six months prior to the fifth anniversary of either January 1 or July 1 after the date of this Agreement unless either party notifies the other, no later than sixty days prior to the renewal date, that it elects not to renew the term of this Agreement.

Notwithstanding the above, the Publisher will have the right to terminate this Agreement if the Author does not deliver an acceptable Manuscript and Permissions by the agreed date in writing, however, Author will be allowed a sixty-day grace period in which to submit any delinquent materials before the Publisher may exercise this right.

Further, if the Publisher fails to publish the Book within twelve months following delivery of the final Manuscript, the Author may, at the Author's option and as its sole remedy, by written notice to the Publisher, terminate this Agreement. In such event no damages, suits, actions, or proceedings shall be claimed, instituted or maintained by the Author against the Publisher.



Upon termination of this Agreement, all rights in the Book granted to the Publisher in this Agreement, except the rights to dispose of existing stock, will revert back to the Author.

### IX. Author & Review Copies

The Publisher agrees to provide the Author with three free author copies of the published paperback and the ePub and PDF files of the published interior for review purposes.

The Author agrees to not exploit their ability to offer free electronic copies of their work. Further, all requests for free electronic review copies must be forwarded to the Publisher in order to grant the request at their own discretion.

The Author grants the Publisher the right to distribute unlimited electronic review copies to individuals and publications at their own discretion. The Publisher will not distribute physical review copies.

The Publisher grants the Author the right to sell the physical Book at discounts or mark-ups that the Author determines. In such cases, the buyers will deal directly with the Author on ordering, customer service, returns, payment, or any other matter related to their purchase from the author of the Book.

Bulk orders for authors only:

40% off list price + free shipping on orders over 10.

50% off list price + free shipping for orders over 100.

55% off list price + free shipping for orders over 250.

Royalties shall not be paid to the Author on author copies.

This Contract is subject to the laws and regulations of Europe.

Signed:

\_\_\_\_\_  
Author Printed Name

Jessica Bell

\_\_\_\_\_  
Author Signature

\_\_\_\_\_  
Publisher's Name

Amie McCracken

\_\_\_\_\_  
Publisher's Signature

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Witness Name

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Witness Signature