



VINE LEAVES PRESS BOOK PUBLISHING CONTRACT

This contract is by and between **AUTHOR NAME**, henceforth known as “Author,” and **Vine Leaves Press**, registered in Melbourne, Australia, henceforth known as “Publisher,” for the purposes of coming to terms on the publication of **TITLE**, henceforth known as the “Book.”

This Agreement is set forth on **DATE**.

I. Grant of Rights and Territory

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

- Worldwide, exclusive rights to publish in print and eBook (all formats whether now existing or later developed) in English 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 **DATE**. 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

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

Edition	Royalty Payment to Author	Frequency
Paperback	40% net*	biannually
Electronic	40% net*	biannually

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

**Net means the total net publisher compensation after retailers, printers, and distributors have taken their percentage. For example, a 300-page paperback sold at \$22.99 AUD, receives 5.86 net publisher compensation after a 40% wholesale discount and a \$7.93 printing and distribution charge. The author would therefore receive approx \$2.34 per paperback sold at \$22.99.*

IV. Indemnification

Author represents and warrants to the Publisher that 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, 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 labour 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, and book award/contest entries, are at the expense of the Author.

VI. Statements of Account

The Publisher agrees to provide the Author with statements of sales statistics no more than once a month upon request.

VII. Competing Works

The Author agrees that he/she shall publish no other material related to the Book mentioned herein, during the terms of this contract, unless agreed upon by the Publisher (e.g. Author may not publish individual pieces from the Book in any other literary magazines without the Publisher's prior written approval).

VIII. 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.

IX. Termination

This Agreement will automatically renew on the fifth anniversary of 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 DATE_____, 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.

X. Author Copies

The Publisher agrees to provide the Author with three free author copies of the published paperback.

The Publisher agrees to allow the Author to give away as many electronic review copies of the Book as they wish at their own discretion.

The Publisher grants the Author the right to sell the Book (purchased from Publisher at 40% off retail price + free shipping) at discounts 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.

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

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

Signed:

Author Printed Name

Jessica Bell

Author Signature

Publisher's Name

Amie McCracken

Publisher's Signature

Witness Name

Witness Signature