

## **AGREEMENT**

between **[AUTHOR NAME]**, whose residence address is **[Address]** and whose email address is **[email]** (hereinafter called the Author);

and **FUTURECYCLE PRESS, INC.**, whose principal place of business is at **[Address]** and whose email address is **[email]** (hereinafter called the Publisher);

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties agree as follows:

### **1. GRANT**

The Author grants to the Publisher for a period of five (5) years from the date of first publication of the Work (or, if the renewal or renegotiation of an original agreement with the Publisher to publish the Work, the date said agreement is finalized) the sole and exclusive right to publish and sell an English language paperback edition and a digital ("ebook") edition of **[BOOK TITLE]** [by] **[AUTHOR NAME]** (hereinafter called the Work) throughout the United States, its territories and possessions, and internationally through its global distribution network and web site, [www.futurecycle.org](http://www.futurecycle.org).

At any time after five (5) years from the date of original publication of the Work (or, if the renewal or renegotiation of an original agreement with the Publisher to publish the Work, the date said agreement is finalized), the Author may request in writing that this agreement be renegotiated, and such request shall not be unreasonably denied. In absence of such renegotiation, the Publisher may continue to publish the Work as specified in and under the terms of this agreement. (For purposes of this agreement, email sent by the Author to the Publisher may be considered to be "in writing" provided the Author receives a response from the Publisher acknowledging receipt.)

### **2. REPRESENTATIONS AND WARRANTIES**

The Author warrants and represents that this Work is original with him/her and has not heretofore been published in paperback or digital ("ebook") form (unless by the Publisher); that he/she is sole author and proprietor of said Work with full power and right to enter into this agreement and to grant the rights hereby conveyed to the Publisher; that said Work contains no matter which is libelous and infringes no right of privacy or copyright; that he/she has not heretofore and will not hereafter during the term of this agreement enter into any agreement or understanding which would conflict with the rights herein granted the Publisher. If the Author shall breach this warranty, the Publisher shall be entitled to injunctive relief in addition to all other remedies which may be available to it. The Author further agrees that he/she will hold the Publisher, its distributors, and any retailer harmless against any recovery or penalty finally sustained arising out of his/her breach of this warranty, and in this event he/she will reimburse the Publisher for all court costs and legal fees incurred. Any out-of-court settlement of any suit filed jointly against the Author and the Publisher shall be made only by mutual agreement in writing between same.

### **3. ADVANCE**

No advance shall be extended to the Author by the Publisher.

### **4. COMPENSATION**

The Publisher shall pay no royalties to the Author based upon any sales of the Work. In lieu of royalties, the Publisher shall compensate the Author during the term of this contract by extending to him/her the right to purchase unlimited copies of the paperback edition at a very deep discount as described in 10. AUTHOR'S COPIES. The Author may gift or resell these copies at readings, book fairs, from a web site, or through any other venue with no further obligation to the Publisher. The Publisher shall provide to the Author five (5) copies of the paperback edition; also, at the Author's request, one (1) copy of the digital edition of the Work will be provided.

## 5. SUBSIDIARY RIGHTS

The Author and/or his/her agent shall retain in full the exclusive right to sell or license the Work for publication in whole or in part, in English or in any foreign language, in any way, shape, edition, or form not in conflict with the rights granted to the Publisher under this agreement, and shall further retain the full and exclusive rights to license the Work for use in other media, except that the Publisher shall have the right to license second serial rights subsequent to book publication, and shall retain fifty percent (50%) of the proceeds of such licensing or sale. Upon mutual agreement between the Publisher and the Author, the Publisher may act as the Author's agent in any subsidiary rights manner, in which event the Publisher shall receive ten percent (10%) of the amount paid and the Author shall receive ninety percent (90%). However, the legal rights to make agreements for subsidiary rights, licensing, or sale shall remain with the Author.

## 6. EDITING RIGHTS

No changes, additions, deletions, abridgments, or condensations in the text of the Work or changes of title shall be made by the Publisher, its agents, or its employees without the specific written consent of the Author, which shall not be unreasonably withheld; further, in the event of renewal, no changes by the Author or the Publisher, to the degree that these changes would constitute a new edition of the Work, shall be made.

## 7. GALLEYS AND PROOFS

Prior to first publication of the Work, the Publisher shall provide the Author with galley proofs of the Work in PDF format, which the Author shall carefully proofread, itemize corrections for, and return to the Publisher within fifteen (15) days of receiving same. The Author shall limit corrections to those necessitated by the Publisher's failure to faithfully reproduce the text of the manuscript as delivered by the Author, and any reasonable editorial changes made by the Publisher or its agent should not be rejected without good cause. The Publisher may elect to conform the manuscript to its established "house style." Any new revisions to or reworkings of the galley proofs by the Author may be rejected by the Publisher or incur a fee to the Author for increased editorial and composition costs to be agreed upon in advance of any additional expenditure of effort; in the event of such revisions or reworkings, the publication date as listed in this contract may be moved forward in time as required by the Publisher without voiding this contract provided the Author is notified in writing by the Publisher of the schedule change.

Provided that the Publisher's expressed production deadlines are met, the Author may provide ideas or examples to the Publisher of cover designs or artwork that the Author considers appropriate for the Work by way of having input into the design process, without guarantee from the Publisher that any of these shall be used. The Publisher agrees to present not more than three (3) candidate cover design(s) from which the Author will select one for final cover production. Should the Author reject the candidate designs, the Author may at his/her own expense and in a timely manner provide an alternate cover, subject to the approval of the Publisher and adhering to the formatting specifications and deadlines required by the Publisher. If the Author neither provides a suitable cover nor accepts one of the candidates offered by the Publisher, the Publisher shall choose the final cover design. Prior to the printing of the Work, the Publisher shall submit to the Author a proof or other facsimile of the final cover text and design for his/her approval, which shall not be unreasonably withheld.

## 8. COPYRIGHT

The Publisher is hereby authorized and mandated to secure copyright to the Work in the same name of the Author and to arrange for sale of said Work.

## 9. PUBLICATION

The Publisher agrees to publish and commence distribution of the print-on-demand paperback edition of the Work not later than **December 31, 2019**, assuming prior approval and acceptance of the Author's final manuscript; the digital ("ebook") edition shall be published within a year of the paperback. In the event the Publisher, through no fault of the Author, shall fail to publish and distribute the Work by said date, this agreement shall terminate forthwith, and all rights hereunder shall revert to the Author. However, this publication date may be extended to any other date, and any number of such extensions may be made, upon mutual written agreement between the Publisher and the Author.

## 10. AUTHOR'S COPIES

The Author, at any time during the term of this contract, may order through the publisher unlimited copies of the published paperback edition of the Work, in multiples of 25 copies, according to the following per-copy formula (rounded in aggregate to the nearest dollar), prepaid: actual manufacturing cost + VAT or sales tax (if any) + 10% of the original list price + electronic financial transaction fee (if any); further, the Author is responsible for the actual shipping cost, also prepaid, directly from the print-on-demand manufacturer to the Author's current street address, to be provided to the Publisher each time an order is placed. The Author shall be solely responsible for handling the return and/or replacement of any shipments that may be required due to damage or for any other reason; representative digital photos of all damaged copies may be required to be provided to the Publisher, who will negotiate with the printer for the return on behalf of the Author; and the Publisher shall in any case be held harmless.

## 11. INFRINGEMENT

If during the existence of this agreement the copyright shall be infringed, the Publisher may, at its own expense, take such legal action, in the Author's name if necessary, as may be required to restrain such infringement or to seek damages therefor. The Publisher shall not be liable to the Author for the Publisher's failure to take such legal steps. If the Publisher does not bring such an action, the Author may do so, in his/her name at his/her own expense. Monetary damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall belong to the Author; provided, however, that any monetary damages recovered on account of a loss of the Publisher's profits shall be divided equally between the Author and the Publisher.

## 12. BANKRUPTCY AND INSOLVENCY

If a petition in bankruptcy shall be filed by or against the Publisher, or if it shall be judged insolvent by any court, or if a Trustee or a Receiver of any property of the Publisher shall be appointed in any suit or proceeding by or against the Publisher, or if the Publisher shall make an assignment for the benefit of creditors or shall take the benefit of any bankruptcy or insolvency Act, or if the Publisher shall liquidate its business for any cause whatsoever, this agreement shall terminate automatically without notice, and such termination shall be effective as of the date of the filing of such petition, adjudication, appointment, assignment or declaration or commencement of reorganization or liquidation proceedings, and all rights granted hereunder shall thereupon revert to the Author.

## 13. INHERITANCE

This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the Author, and upon and to the successors and assigns of the Publisher.

X _____ AUTHOR ([Author Name])	X _____ Witness for the Author	_____ Date
-----------------------------------	-----------------------------------	---------------

X _____ Diane Kistner (Director) for PUBLISHER (FutureCycle Press, Inc.)	X _____ Witness for the Publisher	_____ Date
--	--------------------------------------	---------------