

AUTHOR CONTRACT (The lawyer made us do it!)

1. **PARTIES TO THIS AGREEMENT** - This Agreement is between Shires Press, a Northshire Information, Inc. business, and a print-on-demand (POD) printer located at 4869 Main Street, P.O. Box 2200, Manchester Center, Vermont 05255, hereafter referred to as "Printer," and the Author or his/her duly authorized legal representative (herein represented as "Author"), in regards to the Work named at the end of this Agreement (herein represented as the "Work") and shall be considered legal and binding in all countries.
2. **TERM AND TERMINATION** - The term of this Agreement shall be one year from the date of signing by all parties, excepting indefinite obligations in sections 5, 6, 7, 13 and 15. This Agreement shall not automatically renew after the initial one-year term. Either party can terminate this Agreement at any time by giving 30 days' written notice. Following termination of this Agreement: Provided that Author has paid to Printer any fees due for services rendered (including purchasing any unsold books), Printer shall, in a timely fashion, give to Author all computer and other files containing the Work's layout, cover, etc., and pay to Author any unpaid royalties that are due. Following termination of this Agreement, Printer shall retain the nonexclusive worldwide right to sell any remaining printed inventory of Author's Work but shall not print any additional copies of the Work except following a new written agreement with Author. Termination of this Agreement does not end Author's obligations and responsibilities specified in sections 5, 6, 7, 13 and 15, below.
3. **LICENSE OF RIGHTS** - Author grants to Printer nonexclusive worldwide rights to print and sell the Work in paperback and/or hard cover print format through print on demand (POD). Author grants to Printer the right to retain, even after termination of this Agreement, up to five copies of the printed paperback and/or hard cover edition of the Work for Printer's marketing purposes. Printer grants to Author the right to pursue any and all publishing ventures that do not involve the use of Printer's name or logo, likeness, barcode, copyright page, or ISBN. Printer grants to Author the right to set the retail price of the Work, provided that the retail price is above Printer's production price. Author retains all rights to the Work, including copyright, and any derivatives of the Work (e.g., movie rights). Printer claims no other rights to the Work.
4. **BOOK FILES** - Author owns the rights to all files of the Work printed by Printer, including cover and/or interior design of the Work. If the cover and/or interior design of the Work was created by a person or entity other than Printer, Author assumes full responsibility for all aspects of any agreement(s) with any freelancer(s) retained by Author to perform such cover and/or interior design work, including documented agreement(s) on ownership of custom art or design work. Printer is not liable for any errors, omissions, typos, or other imperfections contained in files or printed Work.
5. **AUTHOR WARRANTIES** - Author hereby represents and warrants that Author is the sole owner, author, proprietor, and copyright holder of the Work; that Author owns all rights to the Work, free of any liens and encumbrances, and has full authority to enter into this Agreement; that the Work is original and has not been previously published, or, if the Work has previously been published, in whole or in part, that Author has secured legally effective written licenses and is legally permitted to enter into this Agreement; that no part of the Work, including the title, contains any matter which is defamatory, unlawful, or which in any way infringes on, invades, or violates any right, including privacy, copyright, trademark, or trade secret, of any person or entity; that the Work is, to the best of Author's knowledge and ability, accurate in all respects, that is, that if fiction, it represents no real event or person in such a way as could be libelous, and that if nonfiction, it does not misstate any material fact or omit to state any material fact, the result of which would libel any person or result in that person being placed in a false or damaging light; and that publication of the Work does not breach any oral or written agreement Author has made with any other person or entity. The representations and warranties set forth herein are in full force and effect on the date of signing by all parties to this Agreement and survive the termination of this Agreement.
6. **PERMISSIONS AND RELEASES** - Author, at his/her own expense, agrees to obtain permissions, releases, or licenses from any person or entity from whom such permissions, releases, or licenses are required in order to exercise the rights granted hereunder. Printer reserves the right to require Author to provide official documentation and proof of same. Author grants to Printer and its licensees permission to use Author's name and likeness in the sale, promotion, and advertising of the Work in the event Printer engages in these activities. The representations and warranties set forth herein are in full force and effect on the date of signing by all parties to this Agreement and survive the termination of this Agreement.
7. **INDEMNIFICATION** - Author indemnifies and holds Printer, and its employees, agents, officers, directors, and assigns, harmless from any losses, expenses, or damages arising out of or for the purpose of resolving or avoiding any suit, demand, etc., as a result of Author's breach of the representations and warranties. Printer can extend the benefit of Author's representations and warranties and indemnities to any party affected by Author's breach, and Author shall be liable therein to the same extent as if the representations and warranties and indemnities were originally made to such third parties. Author agrees to pay Printer's legal fees and any resulting

judgment against Printer if legal action arises from any known or unknown libel, plagiarism, breach of privacy, or misrepresentation of facts, whether known or unknown by Author, as well as medical and/or legal damages, copyright infringement, or any other legal dispute related to the authenticity, character, or content of Author's Work. If, during the term of this Agreement, any person or entity makes unauthorized use of Author's Work, it is the sole responsibility of Author to take legal action as may be required to restrain such wrong or to seek damages. Author shall bear all costs and expenses associated with taking such legal action and, subsequently, Author shall keep all remunerations resulting from any and all such legal actions. Printer shall not be held responsible or liable for errors made by any third party, whether intentional or unintentional. Printer is a provider of limited services only, i.e., printing services and book sales, and assumes no responsibility for reviewing or correcting the content of the Work except when contracted to do so under a separate Additional Services Agreement with Author. As a convenience, Printer makes available to authors a referral list of persons and/or entities offering freelance writing, editing, graphic design, illustration, technical/computer support, marketing/publicity, distribution, and/or other services associated with creating, publishing, and selling books; however, Printer expressly disclaims any direct or indirect, real or implied knowledge of, responsibility for, and/or liability for the quality, timeliness, and/or costs of freelance services provided by any third party. The indemnifications set forth herein are in full force and effect on the date of signing by all parties to this Agreement and survive the termination of this Agreement.

8. **SUBMISSION OF WORK** - Author agrees to submit the Work according to Printer's specifications. Printer, at its sole discretion, reserves the right to refuse to print any Work for any reason. Work is not considered received until Author has gotten confirmation of receipt.
9. **ISBN ASSIGNMENT AND USAGE** - If Printer assigns to the Work an ISBN that is owned by Printer, Author acknowledges that upon termination of this Agreement, Printer's ISBN shall be unassigned from the Work and decommissioned. ISBNs are not transferable and cannot be used on a book printed by more than one printer, even if different printers print the same book from identical computer files. A new ISBN must be assigned each time a book is reprinted, regardless of who owns the ISBN.
10. **PRINTER FEES** - Fees payable to Printer by Author for services rendered are due at the time the Work is submitted for printing. All payments made pursuant to this Agreement shall be made in U.S. currency. A deposit representing 50% of the base cost of producing the first book is due with signed contract. Credit card information for balance, subsequent orders and/or shipping costs must be provided with signed contract. Credit card will be charged when order is completed and ready to ship or pick up by Author.
11. **AVAILABILITY OF WORK FOR SALE** – If Author chooses to purchase packages which involve Northshire Bookstore selling the Work, Printer shall stock the Shires Press paperback or hard cover edition of the Work on the retail sales floor at the Northshire Bookstore for a minimum of three (3) months from the date of publication of the Work, provided that this Agreement is in full force and effect and has not been terminated by either party. The quantity we stock will be at our sole discretion. Likewise, if Author chooses the premier package, Printer shall offer the Work for sale via print on demand (POD) through the Northshire Bookstore's website at www.northshire.com, indiebound.org and through the LS distribution channel. Different retail pricing structure may apply. At the end of the (3) month period, any remaining books will be purchased by the Author at their printing cost.
12. **AUTHOR ROYALTIES** - Author shall set the Work's retail price above Printer's production costs. For any copies of the Work that Printer receives payments for during the term of this Agreement and for as long as Printer receives payments for the Work, Printer shall pay royalties to Author consisting of 100% of the difference between Printer's production price and the retail price set by Author. For copies sold through LS or other third parties, all fees will be deducted before calculating royalty. Copies of the Work purchased by Author are not eligible for royalties. Royalties will be paid to Author by Printer twice yearly once royalties have reached \$10.00. To process royalty payments, Printer must have on file: (1) an IRS Form W-9 completed and submitted by Author, and (2) Author's current mailing address and full contact information. All payments made pursuant to this Agreement shall be made in U.S. currency.
13. **GENERAL PROVISIONS** - Author may not assign this Agreement or any rights or obligations hereunder, by operation of law or in any other manner, without Printer's prior written consent, which consent shall not be unreasonably withheld. If any term or provision of this Agreement is illegal or unenforceable, this Agreement shall remain in full force or effect and such term or provision shall be deemed deleted or curtailed only to such extent as is necessary to make it legal or enforceable. No modification, amendment, or waiver to this Agreement shall be valid or binding unless made in writing and signed by all parties hereto. No additional agreements shall be expressed or implied by Printer unless made in writing and signed by all parties hereto.

Printer reserves the right to use third party printers at its sole discretion. Using a third party printer does not invalidate any aspect of this contract. Shipping charges may apply.

Prices are subject to change.

Title of Work

Author's Name

Printer may or may not, at its sole discretion, place Printer name and associated information (logo, address, slogan, disclaimer, etc) on the title page, copyright page or cover of book. Placement of such in no way assumes liability for the content of Work in any manner.

Printer is not involved in sales or marketing of Work, except as stated above for certain packages. Printer makes no guarantees as to the success of Work in the marketplace. If Author makes separate arrangements or agreements with third parties for marketing, sales and/or other activities of, for or having to do with Work, Printer is in no way liable for any aspect of these arrangements or agreements.

Once Author receives Work, Printer no longer has responsibility for condition of the printed Work. Author assumes responsibility for proper storage of Work.

The representations and warranties set forth herein are in full force and effect on the date of signing by all parties to this Agreement and survive the termination of this Agreement.

- 14. BANKRUPTCY - If Printer commences bankruptcy proceedings, all rights to the Work shall immediately revert to Author.
- 15. MEDIATION; GOVERNING LAW; VENUE; ATTORNEYS' FEES - In the event of a dispute between Printer and Author, Author agrees to enter into and engage in a process of formal mediation by a professional mediator agreed upon by all parties to this Agreement. In the event of failure of the mediation process, this Agreement shall be construed and controlled by the laws of the State of Vermont, and each party consents to the exclusive jurisdiction and venue by the state or federal courts sitting in the State of Vermont, County of Bennington. If either Printer or Author employs an attorney to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs. Author agrees to bring any dispute to the attention of Printer within three (3) months of the first printing of the Work. The representations and warranties set forth herein are in full force and effect on the date of signing by all parties to this Agreement and survive the termination of this Agreement.
- 16. ENTIRE AGREEMENT - This Agreement constitutes the entire agreement between Printer and Author with respect to the subject matter hereof and supersedes all prior written or oral agreements made by the parties. This Agreement may not be modified or amended except in writing and signed by all parties hereto.

BY: _____ BY: _____
 Signature of Author Date Shires Press-Printer Date
 or Duly Authorized Legal Representative

Package being purchased _____

Full Title of Work as it will appear on the Work's title page _____

Author's Legal Name (royalty checks payable to) _____ Author's Name (or pen name) as it will appear on the Work's title page _____

Author's Mailing Address (for royalty checks and other correspondence) _____

Author's Shipping Address (street address for shipping books; no P.O. boxes, please!) _____

Author's Contact Information:

phone (day) _____ Email _____

phone (eve) _____ fax _____