

Treble Heart Books

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Publishing Agreement

This agreement is made between Treble Heart Books/MountainView Publishing/Sundowners an electronic and small press publishing company (herein known as “publisher”) and _____ hereinafter known as “author”).

Your Name

Author agrees to grant publisher exclusive electronic and/or print rights to publish and sell a:

novel titled _____ ,

novella titled _____ (Less than 50,000 words)

short story titled _____

non-fiction work titled _____ for the term of two years from the date

book/story is first made available to the buying public. Contract may be renewed or terminated by mutual consent of author and publisher. This contract in its entirety covers electronic and print rights. First right of refusal is required on the herein contracted work for audio adaptations and/or screen plays for the purpose of movie rights, should an opportunity to pursue those genres while author is contracted with Treble Heart Books, and/or its divisions, arise. Publisher shall receive a minimum of 7% royalty on all screen rights and/or audio adaptations. Higher rates may be subject to negotiation by mutual agreement of author and publisher.

Print and Electronic Rights Terms and Agreements

Royalties

Publisher will pay author a royalty, in US dollars, of 35% per Print copy sold, after printing expenses, with the exception of copies sold directly to the author. Author may purchase unlimited copies at publisher’s cost plus 20%. No royalties will be paid on these copies, however, the author may then sell those copies and retain the profit (less author’s state, local, and federal taxes, for which author is responsible). Publisher shall pay the author a royalty of 40% of the US dollar retail download/diskette price on electronic books.

Royalties will be paid quarterly, no later than the 15th day of the month following the quarter’s end and beginning with the first quarter of sales. (April 15th, July 15th, October 15th, and January 15th.) Publisher will provide written report of sales with payment. This schedule is subject to slide if growth of the number of authors reaches a point where all royalty statements cannot be completed within 15 days, and author agrees to a reasonable time frame for the slide based on number of currently contracted authors.

If royalties total more than \$600.00 US dollars, publisher will provide an annual 1099 Misc. Income Form reflecting royalties paid for the calendar year.

Given not less than six weeks advance notice, publisher will work with bookstores, conference hosts, etc. to provide any needed books for signings and author appearances; details to be worked out between publisher and store or organization, for which author will receive royalties as described below. An exception shall be cases where the author has provided discounted books (books author has purchased). If less than six weeks notice, publisher will evaluate on a case by case basis to see if needs can be met. Books sold to stores and organizations will be based on

Publishing Agreement

Royalties (Cont'd)

the dollar amount the store or organization pays publisher (wholesale). Author's royalty will remain 35% for print books and 40% for download/diskettes—but said percentages are taken from net proceeds after discounts are granted. (See also royalties pertaining to outside wholesale distribution below.) *Royalties pertaining to anthology and co-authored work shall be apportioned accordingly between all authors.*

Example: Retail price of a disk copy is \$6.00. Store purchases disk copies for 40% off the \$6.00 price. Store pays publisher \$2.40. Author will receive royalty of 40% of \$2.40. Author will receive \$.96 per diskette/download copy.

Example: Store/organization agrees to have author's books (supplied by author) available at signing or sale, but requires 20% of the sales on \$6.00 disk copy. Store receives \$.1.20 per sale. Author receives 40% of \$4.80 remaining. Author's proceeds for each copy sold are \$1.92.

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The publisher is working with electronic reader companies to make titles available for their readers. These companies may pay publisher as little as 40% of the retail price. However, like the above mentioned stores, they are also high exposure and both author and publisher realize there is a potential to sell more copies by making titles available on electronic readers. Both author and publisher agree that having the books available for the electronic reading device companies is worth the discount required, and author agrees to publisher making the title available in this venue.

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Author shall receive 5 free diskette copies only if their books are offered on diskette and they *want* the copies. This is optional. One free copy of their print book may be substituted for the diskettes.

The author may assign and designate a representative to examine the publisher's records as they relate to the work and royalties. Such examination shall be at the author's expense unless errors are found in excess of 5% of royalties in the author's favor, in which case, the publisher shall then defray all customary and reasonable charges for such audit. The publisher shall pay the author any sums due within thirty (30) days.

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Promotion and Marketing

Publisher retains the right to print excerpts from the book on flyers, bookmarks, or other forms of advertisement, as well as on publisher's web site to better promote the book. As a promotional tool, publisher may print as much as one full chapter at the web site for promotional purposes.

In turn, author may also print excerpts and up to one full chapter in order to promote his/her book on his or her personal web site. The author is required to include a link to Treble Heart Books web site.

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Release Dates

If the author's book is not published by its scheduled release date, a 45-day grace period shall be granted to the publisher. If, after 45 days the book still has not been released for sale, the author may declare this contract null and void with no penalty to the publisher. More often the release dates are to be determined, due to lack of enough office staff to maintain a disciplined schedule. Author agrees to a reasonable wait until their works can enter production, usually not to exceed six months. Exceptions are dealt with and/or renegotiated on a case by case basis, in good faith, by both parties.*

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Author will provide publisher with electronic copies of his/her manuscript(s), and retain one backup copy on diskette, formatted on 3 1/2" diskette, written in MS Word 6.0 or later or latest version Word Perfect 5.2 or latest version, in Rich Text File (RTF), which is preferred.

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Publishing Agreement

Agreement Signatures

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Please print your name
the exclusive print/electronic rights to Treble Heart Books/MountainView Publishing **for the term of two years from the date of book release.**

The publisher shall consider this contract null and void, with copyrights returned to the author, no earlier than 30 days after receipt of written notice to cancel his/her book from the Treble Heart Books company.

Author's Signature _____

Date _____

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