

AGREEMENT TO PUBLISH

This Contract is entered into as of this day of.....
.....<<month, day, year>>, by PUBLISHINGGURUS.COM, (hereafter called the Publisher),
and<<Author's Name>>, whose residence
address is
.....<<Author's address>>,
(hereafter called the Author). This Contract concerns a
.....<<type of book>> presently titled.....
.....<<Title of Book>> (hereafter referred to as the Work).

1. GRANT OF RIGHTS TO PUBLISH

- The Author hereby grants to the Publisher the non-exclusive rights to produce, publish, and sell the Work in the English language, in paper format and electronic format, in all countries of the world, for an indefinite time.
- This is a distribution and publication license. This Contract does not transfer ownership, copyrights, or trademarks from the Author.

2. REPRESENTATIONS AND WARRANTIES

The Author hereby represents and warrants to the Publisher the following:

- That the Author is the sole author of the Work;
- That the Author holds the full power and authority to grant these rights;
- That the Work has not previously been published in any format with any person or company that may still own proprietary rights to the Work;
- That no part of the Work is in the public domain;
- That the Work is original, and that no part of the Work was taken from or based on any other literary, dramatic, or musical material, or from any film or graphic arts, except as identified in writing by the Author;

- That the Work does not infringe upon any existing copyright or proprietary right, common law or statutory law; and does not contain any libelous or obscene material, or formulas or instructions that might be injurious; and does not constitute a violation of the civil rights or privacy rights of any person;
- That the Author releases the Publisher from any responsibilities relating to any legal actions incurred by the contents of the Work or the Author;
- That the Author agrees to reasonable edits to ensure that the Work conforms to the Publisher's requirements, and to correct spelling, punctuation, and grammar errors, etc.

The warranties contained in this article do not extend to drawings, illustrations, or book covers, insofar as not provided by the Author, or to any other material not provided by the Author.

3. OWNERSHIP

Subject to the licenses set forth in this section 3 and the following sentence, the Parties agree to the following:

- That the Author owns all rights, title, and interest in and to the Content of the Work, including all patent, trademark, copyright, service mark, trade secret, and all other Intellectual Property Rights therein.
- That the Author owns all electronic rights to the Work and is free to sell the book through electronic media.
- That all rights in the Work now existing, or that may come into existence in the future, not specifically granted to the Author in this contract, are reserved to the Author for his use at any time.
- That the Author specifically waives "moral rights" (recognized mainly in the European Union) allowing an artist to restrict changes in his or her work.

Subject to your underlying rights in the Content, the Parties agree to the following:

- That the Publisher owns all right, title, and interest in and to the templates and other materials created, provided, or used by us in our performance under this Contract, including Source Files, Archive Files, and Packaging Materials, including all Intellectual Property Rights therein.
- That the Publisher reserves the right to publish excerpts and summaries of the Work, for promotion and marketing of the Work and for no other purpose, including any kind of plagiarism or further publishing.
- That the Publisher will consult the Author if he ever wishes to use any material from the Work (for example, in an anthology), and will pay royalties to the Author for such use, under the terms of a new contract for that use to be drawn up between the Parties.

Copyright is maintained by the Author. The Publisher shall include a copyright notice on the Work. Copyright registration, if any, is the responsibility of the Author. Such copyright is subject to the rights and provisions specifically granted to the Publisher in this contract.

The Publisher may agree to provide the Author with an electronic file containing an image of the cover of the Work ("Cover Image"). Contingent upon the Author's receipt of such Cover Image, the Publisher hereby grants the Author a worldwide, royalty-free right to use the Cover Image for any lawful purpose related to the promotion of the Work, during the term of this Contract.

4. ROYALTIES

The Publisher will pay royalties to the Author as follows:

- **55% of the net sales proceeds** collected by the Publisher for all types of sales, other than through the Website Store, including sales through wholesalers and all electronic book sales through any websites other than the Publisher's and Author's sites.

- **Net sales proceeds = selling price – bookstore commission**

For example: the Publisher sells a 400-page book for \$20 in an online or "bricks and mortar" bookstore. If the bookstore keeps \$6 as sales commission:

Net sales proceeds are $\$20 - \$6 = \$14$.

The Publisher retains \$6.30 (45%) and pays the Author a royalty of \$7.70 (55%) per book.

- Bookstores may take varying commissions from store to store. The Publisher is not allowed to disclose these commission rates. Royalties are based on the total sales figure each quarter from all stores carrying the Work. Therefore, the Author receives an account based on the total sales of the Work in all stores, not detailed accounts from each store.

- No royalties are payable on any copies sold through the PublishingGurus Website Store, since PublishingGurus.com receives no income from these. All royalties will be paid to the Author within 15 days after the calendar quarter in which the Publisher received payment. Payment will be made through PayPal and paid in US dollars.

5. INTERNATIONAL STANDARD BOOK NUMBER (ISBN)

The Author understands that the ISBN supplied by the Publisher is used strictly to identify the Publisher, and thus the source of the book. It pertains only to the Work described in this Contract, and identifies the edition or version of the Work. It cannot be transferred to any other Work of the Author or to any other edition of the Work described in this Contract. The ISBN does not relate to rights in any way.

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6. Parties agree that the laws of the state of California, USA, and/or the state of West Bengal, India, without regard to principles of conflict of laws, will govern this contract and any dispute of any sort that might arise between the Author and the Publisher or its affiliates.

7. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

8. The Publisher reserves the right to change the terms and conditions of future contracts, at its discretion.

9. The Author will be liable to pay for the printing costs of the Work.

Author's Signature

Signature for Publisher

Date of Agreement

Business Model and Comparison

Traditional Publisher	Print-on-Demand (POD) Publisher	PublishingGurus.com Independent Publisher
Takes 70% - 80% royalty per book and pays much less to Author.	Takes 60% minimum royalty and pays only 40% to Author.	Takes only 45% royalty and pays 55% to Author from net sales.
Rejects 90% of books submitted and accepts only 10%. Chance of getting published is one out of a thousand.	Accepts 100% of books submitted. They are mainly printers, not true publishers, and Author has no Quality Control . Many books produced this way are of poor quality; therefore "self-publishing" has a low reputation with bookstores.	Accepts only 5% of books submitted, and only the best books. May accept other books, but only if Author agrees to editing/formatting to bring book up to our high standards. Fewer books = more time devoted to making them the very best.
Author has no control over the final publication. Publisher has final authority.	Author has complete control over the final publication, but the result is not necessarily the best.	Publisher works closely with Author at every step to bring out the best in every book.
Have in-house services; Author only sees the final published book.	May offer no editing/formatting services at all, or else very high-priced service packages.	Editor and Designer work with Author to complete the book at reasonable service costs, giving quality the topmost priority.
Usually print books themselves. No cost to Author, who may or may not receive an Advance payment on Royalties.	Are specialty book printers; it therefore costs them less to print books. Author pays for printing book.	Is an Independent Publisher, not a printer. Author is thus responsible for paying for printing the books at normal market price.
Uses a distributor to distribute books to brick-and-mortar stores.	Normally sell online; may have a few offline distribution channels.	Author sells through online Web Store (takes no royalty for Web Store sales); Publisher distributes to bookstores and specialty stores.
In-house Marketing. Author has no control.	May offer no marketing packages, or very high-priced ones.	Affordable Marketing packages. Publisher works with the Author and helps market the book.
Shipping is handled by distributors. Author gets only a few free review copies; must pay for any others desired.	Books are shipped according to the order placed by Author. No (or minimum quality) control, though some big PODS replace damaged books, which always take more time. Author is never notified of the final numbers of acceptable books.	Books ordered by Author are first shipped to Publisher from printer. Book quality is then thoroughly checked, damaged books are sent back to printer for replacement, and the rest are shipped to Author according to deadline. Author is notified beforehand of the quantity of books to expect.