

PUBLISHING AGREEMENT

Location: _____ Effective Date: _____

Parties:

Author/Owner: _____

Publisher: _____

Grant of Rights:

Author hereby grants Publisher the exclusive right to publish, distribute, and sell the Work defined herein worldwide in all languages and formats now known or hereafter developed for the duration of the copyright term.

Manuscript Delivery and Acceptance:

Author shall deliver a complete and final manuscript of the Work to Publisher on or before the agreed delivery date.

Publisher shall notify Author of acceptance or required revisions within a reasonable period.

Royalties and Payments:

Publisher agrees to pay Author royalties equal to ___% of the net receipts from the sale of the Work. Payments shall be made semi-annually with detailed statements. Advances against royalties shall be as mutually agreed.

Copyright Ownership:

Author retains all copyrights in the Work except for the rights expressly granted to Publisher by this Agreement.

Publisher shall not claim ownership of the Work or any derivative works except as specified herein.

Term and Termination:

This Agreement shall remain in effect for the duration of the copyright term unless terminated earlier by mutual written agreement or for material breach after ___ days' written notice and failure to cure.

Warranties and Indemnities:

Author represents and warrants that the Work is original, does not infringe upon any third-party rights, and contains no libelous or unlawful material. Author shall indemnify and hold Publisher harmless against any claims arising from breach of these warranties.

Editing, Design, and Production:

Publisher shall have full editorial control over the Work, including title, cover design, and format, subject to reasonable consultation with Author.

Marketing and Promotion:

Publisher shall make commercially reasonable efforts to market and promote the Work. Author agrees to cooperate with reasonable promotional activities.

Accounting and Audit:

Publisher shall provide Author with semi-annual royalty statements and payments. Author may, at Author's expense, audit Publisher's relevant records upon reasonable notice.

Governing Law and Dispute Resolution:

This Agreement shall be governed by the laws of the State of _____ without regard to conflict of law rules. Any disputes shall be resolved through binding arbitration in _____ County, _____ according to the rules of the American Arbitration Association.

Entire Agreement; Amendments:

This Agreement constitutes the entire understanding between the parties concerning the subject matter herein and supersedes all prior agreements. Amendments must be in writing and signed by both parties.

Severability:

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Counterparts and Signatures:

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.

AUTHOR'S SIGNATURE

PUBLISHER'S SIGNATURE

Signature: _____

Signature: _____

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