



MAVEN HOUSE

BOOK PUBLISHING AGREEMENT

INTRODUCTORY CLAUSES

This Publishing Agreement (“Agreement”) is entered into as of [insert date] (“Effective Date”) by and between Pennypacker & Associates, LLC, a Virginia company, doing business as Maven House Press (“Publisher”), and [insert name(s)] (“Author”) concerning a work currently titled [insert title] (“Work”) and described as [insert description of subject matter].

GRANT OF RIGHTS

1. **Grant of Rights.** The Author grants to the Publisher the exclusive rights during the full term of this Agreement:
 - 1.1 To publish and sell the Work, under its own name, in all languages throughout the world, whether in print, electronic, digital, audio, video, or any other form or format now known or hereafter discovered or created.
 - 1.2 To make and sell, and authorize others to make and sell, all translations, abridgements, and excerpts of the Work, whether in print, electronic, digital, audio, video, or any other form or format now known or hereafter discovered or created.
 - 1.3 To authorize use of the Work by others without compensation to the Publisher or Author, if, in the judgment of the Publisher, such use may benefit the sale of the Work or of subsidiary rights in the Work.
2. **Other Rights.** All rights not expressly granted to the Publisher shall be wholly reserved by the Author. The Publisher acknowledges that the general ideas and concepts contained in the Work may be used by the Author in the normal course of the Author’s day-to-day business.
3. **Territory.** The rights granted to the Publisher in this Agreement may be exploited throughout the world.

AUTHOR COMPENSATION

4. **Royalties on Publisher's Editions.** For each Edition of the Work published by the Publisher under this agreement, the Publisher shall credit the Author's account with the following royalties on Net Copies Sold:
 - 4.1 10% of the Net Revenues of the first 5,000 Net Copies Sold of any Edition, excluding Electronic Editions;
 - 4.2 15% of the Net Revenues on the next 10,000 Net Copies Sold of any Edition, excluding Electronic Editions;
 - 4.3 20% of the Net Revenues on sales in excess of 15,000 Net Copies Sold of any Edition, excluding Electronic Editions;
 - 4.4 25% of the Net Revenues on the first 5,000 Net Copies Sold of any Electronic Editions.
 - 4.5 35% of the Net Revenues on the next 10,000 Net Copies Sold of any Electronic Editions.
 - 4.6 50% of the Net Revenues on sales in excess of 15,000 Net Copies Sold of any Electronic Editions.
 - 4.7 "Edition," as used in this Agreement, shall refer to the Work as published in any particular content, length, and format. If the Work is materially revised or redesigned in any manner, or changed in length or content, then the Work as revised shall be considered a new "Edition" for purposes of this Section.
 - 4.8 "Electronic Edition," as used in this Agreement, shall refer to any Edition of the Work that is sold, distributed, or accessed in an electronic or digital format, whether .pdf, Mobi, ePub, or any other electronic or digital format now known or hereafter discovered or created, using any process or technology for retrieving, transmitting, displaying, or delivering electronic or digital content.
 - 4.9 "Net Revenues," as used in this Agreement, shall refer to money actually received by the Publisher from the sale of copies of the work, net of returns, after deduction of shipping, customs, insurance, fees and commissions, currency exchange discounts, and costs of collection.
 - 4.10 "Net Copies Sold," as used in this Agreement, shall refer to any and all copies of the Work in any Publisher's Edition actually sold and delivered, net of returns, damaged or spoiled copies, promotional and review copies, and Author's copies (whether free or purchased by Author).
5. **Author's Share of Revenue from Licensing of Rights.** The Publisher shall credit the Author's account with a royalty equal to 50% of all Net Revenues actually received by the Publisher for the exploitation or disposition of any and all rights in the Work by third parties under license from the Publisher.

THE MANUSCRIPT

6. **Delivery of Manuscript.** The Author agrees to deliver the manuscript of the Work in the English language in its entirety (“Manuscript”) to the Publisher not later than [insert date of manuscript delivery] (“Initial Delivery Date”) in the form of a Microsoft Word or RTF (Rich Text Format) document to be sent via e-mail, CD-ROM, or USB drive, which Manuscript shall be approximately [insert word count] in length and shall otherwise be acceptable to Publisher in form and content.
7. **Artwork, Permissions, Index, and Other Materials.** The Author shall deliver to the Publisher, at Author’s sole expense, not later than the Initial Delivery Date or such other date(s) as may be designated by Publisher, each of the following:
 - 7.1 Original art, illustrations, maps, charts, photographs, or other artwork (collectively “Artwork”), in a form suitable for reproduction.
 - 7.2 A table of contents; list of tables, figures, or exhibits; foreword; preface; acknowledgements; introduction; author’s biographical statement; or similar matter (“Frontmatter” and “Backmatter”). If the Author and Publisher determine that an index to the Work is desirable, the Publisher will prepare or engage a third party to prepare the index in such manner as the Publisher deems appropriate, and the Publisher will pay the cost of preparing the index.
 - 7.3 Written authorizations and permissions for the use of any copyrighted or other proprietary materials (including but not limited to Artwork, Frontmatter, and/or Backmatter) owned by any third party which appear in the Work and written releases or consents by any person or entity described, quoted, or depicted in the Work (collectively “Permissions”).
 - 7.4 If the Author fails or refuses to deliver the Artwork, Frontmatter, Backmatter, Permissions, or other material required to be delivered by the Author under this agreement, the Publisher shall have the right, but not the obligation, to acquire or prepare any and all such matter, or to engage a skilled person to do so, and the Author shall reimburse the Publisher for all costs and expenses incurred by the Publisher in doing so.
 - 7.5 The Author acknowledges and confirms that the Publisher shall have no liability of any kind for the loss or destruction of the Manuscript, Artwork, Frontmatter, Backmatter, or any other documents or materials provided by the Author to the Publisher, and agrees to make and maintain copies of all such documents and materials for use in the event of such loss or destruction.
8. **Publisher’s Rights on Delivery.** If the Publisher, in its sole discretion, deems the Manuscript, Artwork, Frontmatter and/or Backmatter, Permissions and/or any other materials delivered by the Author under this Agreement to be unacceptable in form or substance, then the Publisher shall so advise the Author by written notice, and the Author shall have the opportunity to cure any defects and generally revise, correct, and/or supplement the Manuscript, Artwork, Frontmatter and/or Backmatter, Permissions and/or other materials to the satisfaction of the Publisher, and deliver the fully revised, corrected and/or supplemented Manuscript, Artwork, Frontmatter and/or Backmatter, Permissions and/or other materials no later than 30 days after receipt of the

Publisher's notice ("Final Delivery Date"). If such revised, corrected and/or supplemented materials are not delivered in a timely manner, or if they are deemed unsatisfactory in form or substance by the Publisher, then the Publisher shall have the unqualified right to terminate this Agreement without further obligation to the Author.

9. **Termination for Nondelivery or Unsatisfactory Delivery.** If the Author fails to deliver the Manuscript, Artwork, Frontmatter and/or Backmatter, Permissions, and/or other materials required under this Agreement, and/or any revisions and corrections thereof as requested by the Publisher, on the dates designated by the Publisher, or if the Author fails to do so in a form and substance satisfactory to the Publisher, then the Publisher shall have the right to terminate this Agreement by so informing the Author by letter sent by traceable mail to the address of the Author set forth below. Upon termination by the Publisher, the Author shall, without prejudice to any other right or remedy of the Publisher, immediately repay the Publisher any sums previously paid to the Author, and upon such repayment, all rights granted to the Publisher under this Agreement shall revert to the Author.

PUBLICATION

10. **Editing.** The Publisher shall have the right to edit and revise the Work for any and all uses contemplated under this Agreement, and the Author will have the right to review and alter the editing so that the edited Manuscript is reasonably and substantially acceptable to the Author.
11. **Publishing Details.** The Publisher agrees that the Author shall have the right to review and approve or disapprove the title of the Work, and the Author shall be reasonably consulted on cover design of the Work in book form. The Publisher shall have the right to manufacture, distribute, advertise, promote, and publish the Work in a style and manner which the Publisher deems appropriate, including typesetting, paper, printing, binding, cover and/or jacket design, imprint, title, and price. Notwithstanding any editorial changes or revisions by the Publisher, the Author's warranties and indemnities under this Agreement shall remain in full force and effect.
12. **Proofs.** Publisher shall furnish the Author with page proofs of the Work, including Cover and Artwork. The Author agrees to read, correct, and return all page proofs within 14 calendar days after receipt thereof. If any changes in the page proofs (other than corrections of typographical errors) are made at the Author's request or with the Author's consent, then the cost of such changes in excess of 5% of the cost of typesetting (exclusive of the cost of setting corrections) shall be paid by the Author. If the Author fails to return the corrected page proofs within the time set forth above, the Publisher may publish the Work without the Author's approval of the page proofs.
13. **Time of Publication.** The Publisher agrees that the Work, if published, shall be published within 12 months of the Final Delivery Date, except as the date of publication may be extended by forces beyond Publisher's control. The date of publication as designated by the Publisher, but not later than the date of first delivery of bound volumes, shall be the "Publication Date" for all purposes under this Agreement.

14. **Author's Copies.** The Author shall receive 50 copies, free of charge, of the initial print edition of the Work for personal and marketing use and to send to persons who have endorsed, contributed to, or otherwise supported the Work. The Author may purchase additional copies of the Work in any quantity at a 50% discount off the list price of the Work. The Author may also purchase bulk quantities of any edition of the Work published by the Publisher at a special prepublication discount of 60% off list price for 500 to 999 copies, 65% off list price for 1,000 to 1,999 copies, 70% off list price for 2,000 to 2,999 copies, and 75% off list price for 3,000 or more copies, provided that the order and payment are received by the Publisher at least two months in advance of the date that the printed and bound Work is scheduled to ship from the printer, so that the Author's bulk purchase may be added to the printing of the Work. On copies of the Work purchased by the Author, no royalties will be paid to the Author, no credit or payment will be given for any copies returned to the Publisher, and the Author's purchases will be excluded in computing the Net Copies Sold. The Publisher's usual and customary shipping charges will be added to the cost of copies purchased by the Author.
15. **Advertising and Promotion.** The Publisher will consult with the Author and seek the Author's advice and ideas concerning the time, place, method, and manner of advertising, promotion, and other exploitation of the Work, including, but not limited to, bookstore and trade distribution, online marketing, special sales, media reviews, and publicity; the Publisher shall have the right to make final decisions in these matters.
16. **Use of Author's Name and Likeness.** The Publisher shall have the right to use, and to license others to use, the Author's name, image, likeness, and biographical material for advertising, promotion, and other exploitation of the Work and the other rights granted under this Agreement.
17. **Revised Editions.** The Author agrees to revise the Work as the Publisher may deem appropriate during the effective term of this Agreement. The provisions of this Agreement shall apply to each revision of the Work by the Author, which shall be considered a separate work, except that the manuscript of each such revision shall be delivered to the Publisher within a reasonable time after the Publisher's request for such revision.
- 17.1 If the Author fails to provide the manuscript of a revision of the Work that is acceptable to the Publisher, or should the Author be deceased, then the Publisher shall have the right, but not the obligation, to make such revisions, or engage a skilled person to make such revisions and charge the cost of such revision (up to a maximum of 50% of the royalties for the revised Work) against royalties due the Author for the revised Work.
- 17.2 If the Publisher engages one or more persons to make such revisions, then the Publisher, in its sole discretion, may display in the revised Work and in advertising the name of the person(s) who revised the Work along with the name of the Author.

COPYRIGHT

18. **Copyright Notice and Registration.** The Publisher shall, in all versions of the Work published by the Publisher under this Agreement, place a notice of copyright in the name of the Author in a form and place that the Publisher reasonably believes to comply with the requirements of the United States copyright law, and shall apply for registration of such copyright(s) in the name of the Author in the United States Copyright Office, at the Publisher's expense. The Publisher shall have the right, but not the obligation, to apply for registration of copyright(s) in the Work as published by the Publisher elsewhere in the world. Nothing contained in this section shall be construed as limiting, modifying, or otherwise affecting any of the rights granted to the Publisher under this Agreement.
19. **Additional Documents.** The Author shall execute and deliver to the Publisher any and all documents that the Publisher deems necessary or appropriate to evidence or effectuate the rights granted in this Agreement.
20. **Copyright Infringement.** If, at any time during the term of this Agreement, a claim shall arise for infringement or unfair competition as to any of the rights that are the subject of this Agreement, the parties may proceed jointly or separately to prosecute an action based on such claims. If the parties proceed jointly, the expenses (the attorneys' fees) and recovery, if any, shall be shared equally by the parties. If the parties do not proceed jointly, either or both parties shall have the right to proceed separately, and if so, such party shall bear the costs of litigation and shall own and retain any and all recovery resulting from such litigation. If the party proceeding separately does not hold the record title of the copyright at issue, the other party hereby consents that the action be brought in his, her, or its name. Notwithstanding the foregoing, the Publisher has no obligation to initiate litigation on such claims, and shall not be liable for any failure to do so.

ACCOUNTING

21. **Reports and Payments.** The Publisher shall render to the Author a statement of Net Copies Sold and Net Revenues from the sale of Publisher's Editions and other exploitation and disposition of rights to the Work, and other credits and debits relating to the Work and the rights granted in this Agreement, and pay the Author any amount(s) then owing, on or before 31 March of each year for the 12-month period ending the prior 31 December.
- 21.1 The Publisher shall have the right to debit the account of the Author for any overpayment of royalties, and any and all costs, charges, or expenses which the Author is required to pay or reimburse the Publisher under this Agreement, and any amounts owing the Publisher under any other agreement between the Publisher and the Author.
22. **Reserve Against Returns.** The Publisher shall have the right to allow for a reasonable reserve against returns. If royalties have been paid on copies that are thereafter returned, then the Publisher shall have the right to deduct the amount of such royalties on such returned copies from any future payments under this or any other Agreement. The reserve against returns may

not exceed 15% of earned royalties in any accounting period, and the reserve may be held for one accounting period only.

23. **Audit Rights.** The Author shall have the right, upon reasonable notice and during usual business hours but not more than once each year, to engage a certified public accountant to examine the books and records of the Publisher relating to the Work at the place where such records are regularly maintained. Any such examination shall be at the sole cost of the Author, and may not be made by any person acting on a contingent fee basis. Statements rendered under this Agreement shall be final and binding upon the Author unless the Author sets forth the specific objections in writing and the basis for such objections within 6 months after the date the statement was rendered.

WARRANTIES, REPRESENTATIONS, AND INDEMNITIES

24. **Author's Representations and Warranties.** The Author represents and warrants to the Publisher that: (a) the Work is not in the public domain; (b) the Author is the sole proprietor of the work and has full power and authority, free of any rights of any nature whatsoever by any other person, to enter into this Agreement and to grant the rights which are granted to the Publisher in this Agreement; (c) the Work has not heretofore been published, in whole or in part, in any form; (d) the Work does not, and if published will not, infringe upon any copyright, trademark, or any other intellectual property rights or other proprietary rights of any third party; (e) the Work contains no matter whatsoever that is obscene, libelous, violative of any third party's right of privacy or publicity, or otherwise in contravention of law or the right of any third party; (f) all statements of fact in the Work are true and are based on diligent research; (g) all advice and instruction in the Work is safe and sound, and is not negligent or defective in any manner; (h) the Work, if biographical or "as told to" the Author, is authentic and accurate; and (i) the Author will not hereafter enter into any agreement or understanding with any person or entity which might conflict with the rights granted to the Publisher under this Agreement.
25. **Author's Indemnity of Publisher.** The Author shall indemnify, defend, and hold harmless the Publisher, its parent company, subsidiaries, and affiliates, and their respective shareholders, officers, directors, employees, partners, associates, affiliates, joint venturers, agents, and representatives, from any and all claims, debts, demands, suits, actions, proceedings, and/or prosecutions ("Claims") based on allegations which, if true, would constitute a breach of any of the foregoing warranties and representations or any other obligation of the Author under this Agreement, and any and all liabilities, losses, expenses (including attorneys' fees and costs) and damages in consequence thereof.
- 25.1 Each party to this Agreement shall give prompt notice in writing to the other party of any Claims.
- 25.2 In the Event of any Claims, the Publisher shall have the right to suspend payments otherwise due to the Author under the terms of this Agreement as security for the Author's obligations under this section.

- 25.3 The Author's warranties, representations, and indemnities as set forth in this Agreement shall extend to any person or entity against whom any Claims are asserted by reason of the exploitation of the rights granted by the Author in this Agreement, as if such warranties, representations, and indemnities were originally made to such third parties.
- 25.4 All such warranties, representations, and indemnities shall survive the termination or expiration of this Agreement.
26. **Insurance.** The Publisher, at its own expense, shall name the Author as an additional insured on any policies of insurance that the Publisher, in its sole and absolute discretion, may maintain during the term of this Agreement.

CESSATION OF PUBLICATION

27. **Author's Right to Terminate Agreement.** The Author shall have the right to terminate this Agreement after the Work is published if, for any reason, the Author is not satisfied, in the Author's sole judgment, with any aspect of the relationship with the Publisher or with the Publisher's performance in any aspect of publishing and selling the Work. To exercise this right, the Author must send the Publisher written notification of the Author's intention to terminate the Agreement, along with a statement of problems causing dissatisfaction. The Publisher will then have 6 months after receiving such notification to remedy the problems to the satisfaction of the Author, and if at the end of this period the Author continues to not be satisfied, the Author may send the Publisher written notice of termination, which termination of this Agreement will take effect 120 days after the Publisher receives such notification, unless there are any outstanding sums owed by the Author to the Publisher in connection with the Work at that time, in which case the termination will not take effect until such outstanding sums have been paid. The Author will also have the right to terminate this Agreement (a) if the Publisher fails to publish the Work within 12 months after receiving the Manuscript from the Author, (b) if the Publisher fails to make any report of sales or payment pursuant to Paragraph 22, or (c) in the event that the Publisher files for bankruptcy or enters into a liquidation proceeding; in such cases, the Author must send the Publisher written notification of the Author's intention to terminate the Agreement, and termination will take effect 60 days after the Publisher's receipt of such notification unless the Publisher has remedied the problem justifying the termination during the 60-day period.
28. **Publisher's Right to Terminate Agreement.** The Publisher will have the right to terminate this Agreement if the Author does not fulfill the Author's obligations named in Paragraphs 6 and 7, provided, however, that the Author will be allowed a 9-month grace period in which to submit any delinquent materials before the Publisher may exercise this right.
29. **Out of Print.** Either party may terminate this Agreement, effective 30 days after written notification of termination to the other party, if (a) the Publisher sends written notification to the Author of a decision to put the Work out of print, or (b) the work is available only in electronic or digital versions and/or in a print-on-demand format, and the Author's royalties and subsidiary rights income from the Work total less than \$100 in a single royalty accounting period. The

parties' respective obligations to pay any sums owed to the other under the terms of this Agreement will survive any termination of the Agreement.

30. **Reversion of Rights to Author.** Upon termination of this Agreement pursuant to any of the provisions of Paragraphs 27, 28, and 29, all rights in the Work granted to the Publisher in this Agreement, except the rights to dispose of existing stock, will revert back to the Author, provided that any license or contract previously granted to a third party as authorized by this Agreement will remain in effect, and the Publisher will continue after the termination to have the right to its share of the proceeds from any such licenses or contracts. In addition, the Author shall have the right, within 30 days of the notice of termination, to a single purchase of some or all of the remaining print copies of the Work in inventory at the Publisher's actual cost of manufacture (plus shipping and handling fees) to be prepaid by the Author, and the Publisher will provide to the Author any remaining printer's files at no cost to the Author (except for costs for retrieval and any transfer or shipping and handling fees to be prepaid by the Author); if the Author does not exercise this right, the Publisher may dispose of these materials in any manner, without obligation to the Author.
31. **Rights Surviving Termination.** Upon the expiration or termination of this Agreement, any rights reverting to the Author shall be subject to all licenses and other grants of rights made by the Publisher to third parties pursuant to this Agreement. Any and all rights of the Publisher under such licenses and grants of rights, and all warranties, representations, and indemnities of the Author, shall survive the expiration or termination of this Agreement.

GENERAL PROVISIONS

32. **Entire Agreement.** The Publisher and Author acknowledge that they have communicated with each other by letter, telephone, e-mail, and/or in person in negotiating this Agreement. However, the Author acknowledges and agrees that this Agreement supersedes and replaces all other communications between the Author and Publisher, and represents the complete and entire agreement of the Author and Publisher regarding the Work.
33. **Modification and Waiver.** This Agreement may not be modified or altered except by a written instrument (a rider, an amendment, a letter agreement, or some other written document) signed by the party to the contract who bears the burden of the new or modified clause. No waiver of any term or condition of this Agreement, or of any breach of this Agreement or any portion thereof, shall be deemed a waiver of any other term, condition, or breach of this Agreement or any portion thereof.
34. **Multiple Authors.** Whenever the term "Author" refers to more than one person, such persons will be jointly and severally responsible for all duties, obligations, and covenants under this Agreement, and shall share equally in all royalties and other amounts to be paid under this Agreement, unless otherwise specified in a writing signed by all parties.

35. **Force Majeure.** The Publisher's obligations under this Agreement shall be extended by a period equal to any period of force majeure (circumstance beyond the control of the Publisher) that prevents the Publisher from performing such obligations.
36. **Notices.** Any written notice or delivery under any of the provisions of this Agreement shall be deemed to have been properly made by delivery in person to the Author, or by mailing via traceable mail to the address(es) set forth in the Signature Block below, except as the address(es) may be changed by notice in writing. The Author and Publisher agree to accept service of process by mail at such addresses.
37. **Binding on Successors.** This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the Author, and the successors, assigns, and licensees of the Publisher, but no assignment by the Author shall be made without prior written consent of the Publisher.
38. **Applicable Law.** Regardless of the place of its physical execution, this Agreement shall be interpreted, construed, and governed in all respects by the laws of the Commonwealth of Virginia.
39. **Arbitration.** If any dispute shall arise between the Author and the Publisher regarding this Agreement, the Publisher and Author will first attempt to resolve such dispute through mediation, and, if that fails, such dispute shall be referred to binding private arbitration in Palmyra, VA, in accordance with the Rules of the American Arbitration Association, and any arbitration award shall be fully enforceable as a judgment in any court of competent jurisdiction. Notwithstanding the foregoing, the parties shall have the right to conduct reasonable discovery as permitted by the arbitrator(s) and the right to seek temporary, preliminary, and permanent injunctive relief in any court of competent jurisdiction during the pendency of the arbitration or to enforce the terms of an arbitration award.

40. **Signature Block.**

IN WITNESS WHEREOF, Author and Publisher have executed this Agreement as of the Effective Date.

“AUTHOR”

(Full Name)

(Address)

(Address)

(Address)

(Telephone Number)

(E-mail Address)

(Date of Birth)

(Citizenship)

(Social Security Number)

(Signature of AUTHOR)

“PUBLISHER”

Pennypacker & Associates, LLC
A Virginia company doing business
as Maven House Press

Pennypacker & Associates
dba Maven House Press
4 Snead Ct.
Palmyra, VA 22963
Tel: 610.883.7988
Fax: 888.894.3403
E-mail: jim@mavenhousepress.com

James S. Pennypacker
President, Pennypacker & Associates
Publisher, Maven House Press