



MAVEN HOUSE

BOOK PUBLISHING LICENSE AGREEMENT

INTRODUCTORY CLAUSES

This Book Publishing License 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]. From time to time, Publisher and Author shall collectively be referred to herein as, the “parties” and individually as, a “party.”

GRANT OF RIGHTS

1. **Grant of Rights.** The Author hereby grants to the Publisher a transferable, sublicenseable, assignable, exclusive license 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 (the “License”) 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.
 - 2.1 The parties agree, understand, and acknowledge that no copyright or other ownership interest in the Work is transferred to Publisher.
 - 2.2 The License granted by Author is a grant solely and exclusively to the Publisher of the Work and all rights in the Work, its title, parts, and all versions and revisions of the Work that are now in existence or are created hereafter and all of its derivative works throughout the world, in all languages, for the term of the copyright of the Work.
 - 2.3 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. **Term.** The term of this Agreement is for the term of the copyright of the Work and shall commence on the Effective Date and continue thereafter unless earlier terminated.
4. **Territory.** The rights granted to the Publisher in this Agreement may be exploited throughout the world.

AUTHOR COMPENSATION, COPIES, AND FEES

5. **Author Royalties.** For each copy of the Work published by the Publisher under this agreement, the Publisher shall credit the Author's account with the following royalties:
 - 5.1 The Publisher shall credit the Author's account with a royalty equal to 80% of the Net Revenues from the Net Copies Sold of the Work (the "Standard Royalty").
 - 5.2 The Publisher shall credit the Author's account with a royalty equal to 50% of all Net Revenues for the Disposition of any and all rights in the Work by third parties under license from the Publisher (the "Literary Rights Royalty" and together with the Standard Royalty, the "Royalties").
 - 5.3 The Author may purchase copies of the Work in any quantity at 92% off the list price (less cost of printing, shipping, and handling). Publisher retains 8% of the list price for management of files, printing, and accounting. On copies of the Work purchased by the Author, no royalties will be paid to the Author, and the Author's purchases will be excluded in computing the Net Copies Sold. Any copies of the Work purchased by Author are non-returnable.
 - 5.4 For the purposes of this Agreement: "Net Revenues" shall mean the monies actually received by the Publisher from the sale or Disposition of the Work, less commissions, distribution fees, returns fees, or any other operating costs directly related to the Work, and a reasonable reserve for estimated returns; "Net Copies Sold" shall refer to any and all copies of the Work actually sold and delivered, net of returns, damaged or spoiled copies, and promotional and review copies; "Disposition" shall mean the lease, licensing, sublicensing or other disposition of the rights granted to Publisher by Author in this Agreement (e.g. audio rights, translation rights).
6. **Author Fees.** Publisher shall perform certain services set forth on Exhibit A, attached hereto and made a part hereof (the "Maven House Services"). In exchange for performing the Maven House Services by Publisher, Author shall pay Publisher Six Thousand Three Hundred Dollars (\$6,300.00) (the "Maven House Services Fee") in three equal installments, as follows: (a) \$2,100 due on the Effective Date (the "Stage One Fee"); (b) \$2,100 due upon Author's approval of the Cover Design of the Work (the "Stage Two Fee"); and (c) \$2,100 upon the Publication of the Work (the "Stage Three Fee"). For the purposes of this Agreement, "Publication" shall mean the initial publication of Work in any format, as determined by Publisher in its sole discretion.
 - 6.1 Author agrees to pay the cost of printing the Work plus shipping and handling, except for printing the Work for the purpose of promotion, publicity or any other similar purpose that Publisher deems appropriate.

- 6.2 Author agrees to pay all fees, costs, and expenses due and owing to Publisher in accordance with the terms of this agreement. If Author does not pay, in full, the amount due and owing to Publisher (as set forth in an invoice from Publisher to Author) within thirty calendar days from the invoice date, Author will be assessed, and Author agrees to pay, a late-fee equal to 1.5% per month on the outstanding balance until such outstanding balance is paid in full.

THE MANUSCRIPT

7. **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.
8. **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:
- 8.1 Original art, illustrations, maps, charts, photographs, or other artwork (collectively “Artwork”), in a form acceptable to Publisher.
- 8.2 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.
- 8.3 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”).
- 8.4 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.

PUBLISHING DETAILS

9. **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 and the Publisher.

10. **Publishing Rights.** Notwithstanding anything to the contrary contained in this Agreement, Author shall have final approval rights over the final text, cover presentation, cover copy, interior design, and title of the Work. 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.
11. **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 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.
12. **Time of Publication.** The Publisher agrees that the Work, if published, shall be published within 12 months of the Initial 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.
13. **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.
14. **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.
15. **Revised Editions.** If Publisher considers it in the best interests of the Work to publish a revision, Publisher will ask Author to revise the Work. If Author agrees to revise the Work, or any part of the Work, as requested by Publisher, in accordance with a schedule agreed upon by both parties, the provisions of this Agreement shall apply to the revision of the Work, as though that revision were the Work being published for the first time under this Agreement.

COPYRIGHT

16. **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.

17. **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 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

18. **Reports and Payments.** The Publisher shall render to the Author an electronic Royalty Statement ("Royalty Statement") and pay the Author, on or about March 31 and September 30 of each year for the six-month period ("Accounting Period") ending in the prior December and June of each year respectively, any Royalties owing for the sale of the Work.
- 18.1 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.
- 18.2 If the balance due to Author hereunder for any Accounting Period is less than \$100.00, Publisher will make no accounting or payment until the next Accounting Period at the end of which the cumulative unpaid balance equals at least \$100.00.
- 18.3 Any reserve against returns withheld by the Publisher in a given Accounting Period (as defined below) (a) shall be based on Publisher's reasonable expectation of sales and returns for such Accounting Period and (b) shall be reconciled after twelve months and added to balance due to Author in the next Accounting Period. The reserve against returns may not exceed 30% of Royalties in any Accounting Period, and the reserve may be held for one Accounting Period only.
- 18.4 To the extent a non-damaged, but saleable copy of the Work is returned, such non-damaged, but saleable copy of the Work will be (a) subject to a Returns Fee; and (b) returned to saleable inventory. Any copies of the Work that are deemed "hurt" will be destroyed and Author will not be charged fees in connection with such destruction. Publisher will not deliver, and Author will not be entitled to obtain, any copies of the Work deemed "hurt."
- 18.5 No Royalties or other payments will be due to Author with respect to any copies of the Work, or any part of the Work, Publisher furnishes to others, or posts online, for the purpose of promotion, publicity or for any other similar purpose that Publisher deems appropriate.

19. **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

20. **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.
- 20.1 Publisher and Author agree and acknowledge that Publisher cannot guarantee any certain results from the performance of services by Publisher under this Agreement.
21. **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.
- 21.1 Each party to this Agreement shall give prompt notice in writing to the other party of any Claims.
- 21.2 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.
- 21.3 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.

- 21.4 All such warranties, representations, and indemnities shall survive the termination or expiration of this Agreement.
22. **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.

TERMINATION OF AGREEMENT

23. **Right to Terminate Agreement**

- 23.1 Either party may terminate this Agreement at any time for any reason upon ninety (90) days' written notice to the other party.
- 23.1.1 Upon such termination, all rights granted by Author to Publisher under the License shall revert to Author, subject to the Publisher's continued participation, to the extent provided, in any sublicenses granted by Publisher in accordance herewith; provided, however, that upon the termination of any such sublicenses (if any), all existing rights granted by Author to Publisher under the License shall revert to Author. Upon the reversion of rights granted by Author to Publisher under the License, Author will have the right to publish the Work elsewhere.
- 23.1.2 In the event Publisher terminates this Agreement prior to Publication, Publisher will return to the Author any portion of the Maven House Service Fee paid to Publisher up to the point of termination, minus any fees, expenses, and costs incurred by Publisher for any design or editorial work performed in connection with the Work ("Actual Costs"). If Publisher terminates this Agreement after Publication or one (1) year after the Publication Date, whichever occurs first, the Maven House Service Fee paid to Publisher shall be considered earned in full, and no refunds shall be issued.

GENERAL PROVISIONS

24. **Entire Agreement.** This Agreement, which includes Exhibit A, constitutes the entire understanding of the parties relating to its subject matter. 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.
25. **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.

26. **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.
27. **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.
28. **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.
29. **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. Publisher may assign this Agreement without the prior written consent of Author. If Publisher assigns this Agreement as a whole and transfers any inventory to the assignee in connection with that assignment, the assignee will assume the obligation for Royalties on sales of the Work thereafter, and no Royalties will be paid by Publisher in connection with the assignment of rights or transfer of inventory to the assignee.
30. **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.
31. **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.

32. **Signature Block.**

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

“AUTHOR”

“PUBLISHER”

(Full Name)

Pennypacker & Associates, LLC

dba Maven House Press

4 Snead Ct.

(Address)

Palmyra, VA 22963

Tel: 610.883.7988

E-mail: jim@mavenhousepress.com

(Address)

(Address)

(Telephone Number)

(E-mail Address)

(Date of Birth)

(Citizenship)

(Social Security Number)

(Signature of AUTHOR)

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

EXHIBIT A

Maven House Services

To be Performed by Publisher

Management

- Available for support before and after publication of the book.
- Assign ISBN numbers for print and digital versions of the book.
- File copyright information in author's name with the U.S. Copyright Office.
- Obtain a Library of Congress Control Number for the book.
- Manage the book metadata.
- Ongoing project management of book.
- Manage sales accounting.

Editing

- Edit manuscript up to 70,000 words.
- Proofread final page proofs up to 70,000 words.
- Re-create tables, charts, and diagrams from author draft to be consistent with the book's interior design, not including illustrations or drawings.
- Create an index.

Design and Production

- Design front cover (three design concepts to choose from), as well as back cover and spine.
- Design text interior for up to 70,000 words and format the book.
- Manage e-book file preparation and uploading to most e-retailers, including Amazon, Barnes and Noble, iTunes, and Kobo.
- Manage print production. Author pays for printing done by Ingram Lightning Source (except for books printed for marketing purposes, such as review copies).

Marketing

- Email marketing to 100+ targeted media sources soliciting review and interview possibilities.
- Use Edelweiss to promote the book to reviewers, booksellers, librarians, bloggers, and media folk.
- Send books to reviewers upon request.
- Send Advance Review Copies (early editions of the book for the purposes of publicity) to book trade reviewers (*Publishers Weekly*, *Booklist*, *Library Journal*, *Kirkus Reviews*, *ForeWord Reviews*, *BookPage*).
- Send press releases prior to publication date to news, business, and book trade media.
- Highlight book in Maven House Book Catalogs, available online and distributed at trade shows and other events.
- Create book page on Maven House website with links to online sales channels; primary link to Amazon.com, bn.com, independent bookstores.
- Place book announcements, excerpts, and related content on appropriate social media: Twitter, Facebook, LinkedIn, YouTube, SlideShare.

- Actively solicit subsidiary rights sales (translations, audiobooks, etc.). Represented worldwide by Russo Rights.

Distribution

- Offer global distribution to trade accounts (resellers, wholesalers, libraries, and universities). Our current distribution partner is Publishers Group West (PGW)/Ingram. The PGW global sales team promotes the book directly to trade accounts. Various PGW marketing tools (newsletters, catalogs) are used to market the book to trade accounts.
- Manage the distribution relationship.
- Warehouse printed books.
- Fulfill all print book orders to trade accounts as well as direct bulk orders (author or customer pays shipping/handling).

SAMPLE