

Book Publishing Contract for Imprint imprint AGREEMENT between ("author") legal name a.k.a. ("pseudonym") pseudonym and Torquere Press, Inc., PO Box 2545, Round Rock, TX 78680 ("the publisher") in regards to the creative work, "title" ("the work"), as of ("date of agreement").

- 1. Grant of Rights.** The Author grants to the Publisher in that unpublished Work certain limited, exclusive rights rights as follows: To publish, distribute, and sell the Work; in the territory of the United States and via the internet to other countries; in the English language; and for a term of _____ year(s) after date of publication.

Publisher reserves the right to option print rights for six (6) months after publication. If, after six months, print rights have not been purchased, those rights revert to the author.
- 2. Reservation of Rights.** All rights not specifically granted to the Publisher are reserved to the Author, including but not limited to paperback and hardcover rights.
- 3. Delivery of Manuscript.** On or before _____ (described as the date contract information received by business office) the Author shall deliver to the Publisher a complete manuscript of approximately _____ words, and will conform to the Publisher's submission guidelines. The manuscript shall be in the following form: computer files (.doc, .rtf, or .txt). If the Author fails to deliver the complete manuscript within fifteen days after receiving notice from the Publisher of late delivery, the Publisher has the right to terminate this Agreement.
- 4. Permissions.** The Author agrees to obtain all permissions that are necessary for the use of materials copyrighted by others, and agrees that the Publisher is not responsible for any financial responsibility in acquiring permissions. Copies of such permissions shall be provided to the Publisher in writing when the manuscript is delivered.
- 5. Duty to Publish.** The Publisher shall publish the Work within (12) months of the delivery of the complete manuscript. Failure to so publish shall give the Author the right to terminate this Agreement ninety days after giving written notice to the Publisher of the failure to publish. Manuscript must meet publisher standards or contract is null and void.
- 6. Payment.** The Publisher shall pay the Author the following:

\$ _____ US flat fee, payable within 60 days of publication.

_____ % royalties on net ebook sales on the Torquere site / _____ % royalties on net ebook sales on distributor sites, payable quarterly.

_____ % royalties on gross print book sales, payable quarterly.

Special provisions:
- 7. Contributor Copies.** Author shall receive one copy of the pdf form of the ebook and any other form upon request. Author will receive one (1) copy of the print book, if applicable. Additional copies may be purchased for a discount from the publisher.
- 8. Copyright and Authorship Credit.** The Publisher shall place copyright notice in the Author's name on all copies of the Work. The Author shall receive credit as follows: Copyright copyright info. The Author is responsible for filing the copyright of the work with the appropriate agencies, and the Author is responsible for all costs of said filing.
- 9. Warranty and Indemnity.** The Author certifies that this is his/her original work, and that he/she maintains the rights to this material. The Author certifies that this work is not based upon another entity's copyrighted work. Should any allegations of libel, plagiarism or copyright infringement arise

due to the content or previous publication of the Work, the author agrees to indemnify the Publisher against all responsibility, financial or otherwise.

10. **Artistic Control.** The Publisher shall consult with the author regarding the title of the Work, price, and means of selling the Work, the number and destination of free copies, the method of printing and other publishing processes, and the exact date of publication. If in disagreement, the Publisher has final power of decision over all above matters except the following, controlled by the Author: character names, book title and situations/descriptions contained therein. No changes shall be made in the complete manuscript of the Work by persons other than the Author, except for reasonable copy editing, unless the Author consents to such changes. Publisher shall provide the Author with proofs which the Author shall review and return to the Publisher within three (3) days of receipt. Cover art is created at the discretion of the Publisher and shall not be a condition set forth by the author.
11. **Revisions.** The Author agrees to revise the Work on request by the Publisher. If the Author cannot revise the Work or refuses to do so absent good cause, the Publisher shall have the right to have the Work revised by a person competent to do so.
12. **Successors and Assigns.** This Agreement may not be assigned by either party without the written consent of the other party hereto. The Author, however, shall retain the right to assign payments due hereunder without obtaining the Publisher's consent. This Agreement shall be binding on the parties and their respective heirs, administrators, successors, and assigns.
13. **Infringement.** In the event of an infringement of the rights granted under this Agreement to the Publisher, the Publisher and the Author shall have the right to sue jointly for the infringement and, after deducting the expenses of bringing suit, to share equally in any recovery. If either party chooses not to join in the suit, the other party may proceed and, after deducting all the expenses of bringing the suit, any recovery shall be shared equally between the parties.
14. **Termination.** The Author has the right to terminate this Agreement by written notice if: **(A)** the Work goes out-of-print and the Publisher, within ninety days of receiving notice from the Author that the Work is out-of-print, does not place the Work in print again. A work shall be deemed out-of-print if the work is not available for sale in reasonable quantities in normal trade channels; **(B)** if the Publisher fails to provide payment pursuant to Paragraph 6; or **(C)** if the Publisher fails to publish in a timely manner. The Publisher shall have the right to terminate this Agreement as provided in Paragraph 3. This Agreement automatically terminates in the event of the Publisher's insolvency and all rights revert to the author. In the event of termination of the Agreement, the Publisher shall transfer all rights in the Work back to the Author. If Author terminates under any conditions save those outlined above, the author must recoup any expenses incurred by the Publisher on behalf of their work.
15. **Promotion.** The Author consents to the use of his or her name/pen name for promotion and advertising of the Work, provided such use is dignified and consistent with the Author's reputation.
16. **Arbitration.** All disputes arising under this Agreement shall be submitted to binding arbitration before a mutually agreed Arbitrator in a mutually agreed location (including an online meeting) and shall be settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.
17. **Entire Agreement and Modifications.** This Agreement represents the entire Agreement between the parties. All modifications of this Agreement must be in writing and signed by both parties.

18. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, AUTHOR and PUBLISHER have executed this agreement on the day and year below, to be effective immediately if the dates are the same, or on the date of the later signature if the dates are not the same. If either AUTHOR or PUBLISHER have electronic signature capabilities and both agree to accept an electronic signature as valid, that electronic signature will be considered of identical weight to a handwritten signature.

Signed:

AUTHOR :

Name: name

Pseudonym (if applicable): pseud

Manuscript Title: title

PUBLISHER:

Shawn Clements, Publisher

Torque Press, Inc.

PO Box 2545

Round Rock, TX 78680

512-586-6921