

## PRINT ON DEMAND PUBLISHING AGREEMENT

(revised 1-1-2014)

This Agreement is being made on (Date)	between Virtualbookworm.com
Publishing and (Author)	, herein referred to as
"Author." This is an agreement regarding	the print version ONLY of (book title)
	_, herein referred to as "Work." This contract
will expire two years from the date of this contract	et.

In consideration of the mutual terms, conditions and covenants hereinafter set forth, the Author and Virtualbookworm.com Publishing agree to the following:

- 1. The Author warrants that he/she is the exclusive owner of said Work, and has the legal authority to enter into this agreement and grant publishing rights regarding the Work. Furthermore, the Author states that the Work is free of any counts of libel, copyright infringement, plagiarism, misrepresentation of facts or breach of privacy. The Author also assures Virtualbookworm.com Publishing that the Work (including all submitted artwork) is completely original (or that the Author has license to use such content), is not in public domain and has not been published in paperback or electronic form under a contract that would conflict with this Agreement. The Author also agrees that he/she is the sole owner of the copyrights of the Work. The Author agrees not to enter any agreement with any person, firm or corporate entity that would conflict with the rights hereby granted to Virtualbookworm.com Publishing without first terminating this contract. If the Author should breach this warranty, Virtualbookworm.com Publishing will be entitled to injunctive relief in addition to all other remedies which may be available. The Author also agrees that he/she will hold Virtualbookworm.com, its distributors, and any retailer harmless against any recovery or penalty arising out of his/her breach of this warranty. Author will also reimburse Virtualbookworm.com Publishing for all court costs and legal fees incurred.
- 2. The Author releases Virtualbookworm.com Publishing from any legal actions that may arise from the Work. The Author will hold Virtualbookworm.com Publishing and its distributors harmless against legal actions that may arise from plagiarism, breach of privacy, misrepresentation of facts, the authenticity of the Work or copyright infringement. The Author will also pay any and all legal fees and judgments that result from such a suit. In turn, Virtualbookworm.com Publishing assures the Author that any and all artwork used by the Publisher (which was not submitted by the Author) is free of copyright infringement. Virtualbookworm.com Publishing is the sole owner of the rights of said artwork and grants that it is either all original, or that Virtualbookworm.com Publishing has license to use it for publication.

- 3. This contract may be terminated at any time and for any reason by either party as long as a.) a 90-day written notice is given to the other party via e-mail and the other party has verified receipt. If the 90-day written notice is given by Author before the contract term has ended, a \$50 fee will be charged to the Author for labor involved in canceling all registrations and web postings.
- 4. The Author agrees to furnish Virtualbookworm.com Publishing with any materials requested for publicity purposes, including reviews, photos, summaries, etc. The Author also agrees that Virtualbookworm.com Publishing has the right to use his/her name and likeness for any and all promotional purposes during the term of this contract. Virtualbookworm.com Publishing also has the full right to use book excerpts, quotes, reviews, cover images, etc. for promotional purposes.
- 5. The Author appoints Virtualbookworm.com Publishing as its Print-on-Demand distributor for the length of this contract. The Author can continue to search for a "traditional" publishing firm, as long as such firm conducts a run of at least 1,000 copies of the Work at the onset of its contract. Author will not contract with another Print-on-Demand firm until the expiration of the contract.
- 6. Virtualbookworm.com Publishing does not guarantee any volume of sales for the Work. Virtualbookworm.com Publishing will pay the Author 50% royalties based on "Net Publisher Print Receipts," which equal the payments the Publisher receives from sales of the Work, less chargebacks, discounts or disputes. If the Author agrees to allow Virtualbookworm.com Publishing to place the Work through book clubs and/or external sites, the Author will be paid 50% of the "Publisher Print Receipts" received by Virtualbookworm.com Publishing from the external site. Royalty checks will be issued monthly as long as the royalties are in excess of \$25.00. If royalties are not \$25.00 or more, the money will be carried forth to subsequent months until the balance exceeds \$25.00. Royalty payments will not begin for at least 30 days after the signing of this contract. Virtualbookworm.com Publishing will send Author a statement of account of sales of the Work on a monthly basis when a balance exists.
- 7. For the duration of this Agreement, the Author has the right to purchase copies of the printed Work at a minimum discount of thirty-percent (30%) off list price. This discount may be increased on larger orders. All Author payments must be made in advance, and Virtualbookworm.com Publishing will not pay royalties on direct sales made to the Author.
- 8. Virtualbookworm.com Publishing may make reasonable changes, additions, deletions or condensations to the Work with the consent of the author.
- 9. Virtualbookworm.com Publishing is only an independent contractor and this Agreement should not be deemed or interpreted to mean that Virtualbookworm.com Publishing is an employee or partner of the Author.
- 10. Author understands that Virtualbookworm.com Publishing may at any time sell its business and that all current contracts and licenses would be transferred to the new owner. If Virtualbookworm.com Publishing liquidates its business or is legally judged

- bankrupt, this Agreement shall be terminated immediately. Virtualbookworm.com Publishing will only be responsible for any unpaid royalties due to the Author.
- 11. Author assumes all responsibility for the authenticity of the copyright of the Work. If any disputes arise, Author agrees to hold Virtualbookworm.com Publishing free of responsibility and will pay any court costs incurred by the Author and/or Virtualbookworm.com. If the Author's copyright is infringed, Virtualbookworm.com Publishing may, at its own expense, take legal action required to restrain such infringement and seek damages. Virtualbookworm.com Publishing does not, however, guarantee such legal action and is not responsible for not taking such action.
- 12. Author understands that the manuscript submitted **should be in its final, edited form** and that he/she is entitled to 15 free changes to the book and cover information before they are sent to the printer. Additional changes before printing can only be done with the purchase of a corrections package. Virtualbookworm.com Publishing agrees to submit electronic proofs of the manuscript and cover before they are sent to the printer. The Author will be required to approve the final proofs before the files are sent to the Printer. Any changes made to the book or cover after it is printed will be subject to a new setup charge not greater than the least expensive POD package offered by Virtualbookworm.com Publishing Printing problems that did not appear in the final electronic proof approved by the Author will be corrected at no charge.
- 13. After the two-year Agreement has ended, the Author may renew/extend the Agreement for only \$20 per year per version of the book. Therefore, softcover renewal would be \$20 per year and hardcover (if applicable) renewal would be an additional \$20 per year.

AUTHOR
Author's Witness or Notary
Author's Social Security No.
AUTHOR'S MAILING ADDRESS:
ADDITIONAL SERVICES REQUESTED: