



Ichthus Publications

705 Frederick Court • Apollo, Pennsylvania 15613

Tel. 724.882.3235

Website: www.ichthuspublications.com

PUBLICATION AGREEMENT

THIS AGREEMENT between **Ichthus Publications, LLC** (“Publisher”) and **Name of Author** (“Author”) is made this **6th day of April 2018**.

DESCRIPTION

The parties to this Agreement wish to publish the Author’s literary work, *Title of Work: Subtitle of Work* (“the Work”). The two parties agree as follows:

1. GRANT OF RIGHTS

A. The Author agrees to write, compile, edit, and owns copyright to a literary work which shall be delivered to the Publisher.

B. Author grants to Publisher the exclusive rights to print, publish, distribute, sell and license the rights to any and all editions and/or formats of the Work, in whole or in part, in the English language throughout the world for the legal term of copyright throughout the world. It is agreed that the Author shall retain copyright in the text of the work and further that the Author in making this grant hereby asserts his or her moral right to be identified as the Author of the work in relation to all such rights as are granted by the Author to the Publishers under the terms and provisions of this Agreement. The Publishers undertake that every copy of the Work shall contain on the verso of the title page the following notices:

(a) Copyright © [year], **Author Name**

(where [year] is the year of publication)

Electronic editions of the work shall contain similar notices.

PUBLICATION AGREEMENT

C. Author grants to Publisher the exclusive right to Electronic versions of the Work during the full term of copyright and any renewals and extensions thereof.

D. Title and Series Rights. The Publisher reserves all rights in and to the title (including series title, if any), logotype, trademark, trade dress, format, and other features of the Work as published and promoted by the Publisher. The Publisher shall have the sole right to develop sequels or prequels, new or additional titles in a series, or related works using any and all such elements, and shall be free to commission or contract with any other person(s) for the preparation of such sequels, series, or related works.

E. These rights shall be granted to the Publisher. The Author, however, may purchase back the rights to his/her book at the discretion of the Publisher. If the Publisher determines to offer the rights to the Author, the price for the buyback of said rights will be determined by the Publisher, based in part on the number of units sold as of the date of buyback and anticipated future sales.

F. The Author shall execute and deliver to the Publisher any and all documents which the Publisher reasonably deems necessary or appropriate to evidence or effectuate the rights granted in this Agreement.

G. If, at any time during the effective term of this Agreement, a claim shall arise for infringement or unfair competition as to any of the rights which 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 (including attorneys' fees) and recovery, if any, shall be shared equally by the parties. If the parties do not proceed jointly, each party 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.

2. WARRANTIES

A. The Author warrants that the Work is original and not in the public domain; that it contains no matter that is libelous or is otherwise unlawful or that invades individual privacy or infringes any proprietary right or any statutory copyright; and the Author agrees to indemnify and hold the Publisher harmless against any claim or judgment to the contrary. Further, the Author warrants that she/he has the right to assign the publication rights to Ichthus Publications and that no right protected by copyright or publication right to the book has been previously assigned. It is understood that the copyright to the Work has not been registered with the United States Copyright Office.

PUBLICATION AGREEMENT

B. If any such suit is instituted, the Publisher shall promptly notify the Author and may withhold payments due to the Author under this Agreement, until such suit has been settled or withdrawn. If a final adverse judgment is rendered and is not discharged by the Author, the Publisher may apply the payments so withheld to the satisfaction of such judgment. The Author undertakes for herself, her successors and assigns, to execute at any time, on request of the Publisher, any document or documents to confirm or continue any of the rights defined herein, and to take all proceedings necessary to enforce copyright in the United States and elsewhere.

C. If the Author unreasonably disapproves of any out-of-court settlement recommended by the Publisher and the claim or suit proceeds to trial, the Author shall be liable for all the Publisher's fees, costs, damages, and expenses connected with such trial regardless of outcome. The Publisher shall have the right to reasonably extend the benefit of the indemnities to any person, firm, or corporation at any time, and the Author shall be liable thereon as if Author's warranties were originally made to such person, firm, or corporation.

D. The provisions of this Section 2 shall survive the termination of this Agreement.

3. DELIVERY

A. The Author agrees to deliver to the Publisher a complete and acceptable manuscript of the Work in Word format¹ no later than **Month Day, Year** or by a date to be mutually determined between the Author and the Publisher. The Work shall be submitted electronically to **support@ichthuspublications.com**. The acceptability of the Work shall be solely determined by the Publisher, and in no case shall the Publisher be required to publish the Work if it is deemed unacceptable for publication. Should the final version of the Work be deemed unacceptable for publication by the Publisher this agreement shall be considered immediately dissolved and all obligations herein fulfilled. The Publisher is not responsible for lost or damaged files, and the Author is encouraged to keep a backup copy of the final manuscript of the Work.

4. PUBLICATION

A. The Publisher agrees to publish the Work in paperback/hardback (as applicable) and electronic form in the English language within **nine months** of receipt of a complete and acceptable manuscript of the Work.

¹ Word document shall use the following parameters: 1-inch margins, Times New Romans, 12 pitch font, double spacing, with single spacing after each period.

PUBLICATION AGREEMENT

B. The Author agrees to permit Ichthus Publications the right to read, review, and edit the manuscript for grammar, spelling, punctuation, and word choice to conform to Ichthus Publication standards. However, the Author understands it is his/her responsibility to provide a professionally copyedited manuscript (but not required as per the terms of this contract).

C. The Author will be granted an opportunity to review the final proof before proceeding with publication to request any final typographical or typesetting changes.

D. Publisher shall make final approval for all cover artwork, but may request input from the Author as applicable.

E. The Publisher will provide ISBNs for print editions of the Work, and for electronic editions, as deemed necessary, under the imprint of **Ichthus Publications/Areopagus Books**.

F. The retail price of the Work in all editions will be solely determined by the Publisher who may, from time to time, price the digital edition of the Work for free in order to boost sales.

G. The Publisher agrees to make the Work available in the English language throughout the term of this agreement.

H. The Publisher agrees to print the Work inside the United States and/or its territories and protectorates using the printer of the Publisher's choice.

I. The Author understands that any change to the Work following publication can be a lengthy and time-consuming process. For this reason, changes, corrections, or updates requested by the author after a book has been published is subject to a flat-rate fee of \$100.00.

5. ROYALTY

A. Publisher shall pay Author **\$1** for every paperback and/or electronic book sold, which will be paid semi-annually each January and July. A minimum of \$10.00 must be earned, or the balance will be carried over to the following payment period.

B. The Publisher shall provide all tax documents required under federal law.

6. MISCELLANEOUS

- A. The Author will have the right to purchase copies of the Book at **50% discount** off the list (retail) price. No royalties will be paid for Author copies.
- B. The Author will receive **1 presentation copy** of the Work.

7. Author's Indemnity of Publisher.

- A. 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.
- B. Each party to this Agreement shall give prompt notice in writing to the other party of any Claims.
- C. 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
- D. 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.
- E. All such warranties, representations, and indemnities shall survive the termination or expiration of this Agreement.

8. Successors and Assigns

This agreement shall be binding upon and inure to the benefit of the executors, administrators, and assigns of the Author and upon and to the successors and assigns of the Publisher.

9. Governing Law and Venue

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 Pennsylvania. The parties hereby agree to submit any dispute to mediation prior to initiating litigation. The parties shall choose a mutually agreeable mediator, and shall share in the costs of said mediator. In the event that after three selections of mediator offered by Publisher, the Author is unable to agree upon a mediator, the Publisher's first proposed mediator will become the mediator for the matter. If settlement is not reached within sixty days after service of a written demand for mediation, any unresolved controversy shall be settled by private arbitration administered under the Rules of the American Arbitration Association. The number of arbitrators shall be three. The place of arbitration shall be Greensburg, Pennsylvania. Pennsylvania law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10. Notices

Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the day of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a party may provide notice of in accordance with this section.

Publisher:	Author:
Adam Murrell	_____
Ichthus Publications	_____
705 Frederick Court	_____
Apollo, PA 15613	_____

11. Waivers

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral,

PUBLICATION AGREEMENT

express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

12. Competing Works

The Author agrees that during the existence of this Agreement, Author will not prepare or cause to be prepared or published in Author's name or otherwise, any work that shall interfere with or injure the sale or distribution of the Work herein specified.

13. 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.

14. Entire Agreement and Amendments

This Agreement sets forth the entire agreement of the parties, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied. No amendment of, addition to or modification of this Agreement shall be effective unless reduced to writing and signed by the parties hereto.

15. Severability

In the event one or more clauses of this Agreement are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Agreement.

ACCEPTED AND APPROVED:

Ichthus Publications Representative: Adam Murrell Initials: ACM Date: ___M/D/20XX___

PUBLICATION AGREEMENT

Author: _____ Date: _____
Signature

AUTHOR CONTACT INFORMATION

*Please provide as much information as possible
(Information required for shipping and royalty payments)*

Print Name: _____
Street: _____
City: _____
State/Province: _____
Zip/Postal Code: _____
Country: _____
Phone: _____
Email: _____

Please indicate method of payment for author royalties:

- Check (minimum payout of \$10 must be achieved before a check will be mailed).
 PayPal (no minimum payout required).

(Provide email address to which PayPal payments are to be sent.)

* * *

Please email a signed copy to:
support@ichthuspublications.com

PUBLICATION AGREEMENT

or
mail a signed copy to:

Ichthus Publications, LLC
705 Frederick Court
Apollo, PA 15613