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LICENSE TO PUBLISH

AUTHOR grants to the PUBLISHER non-exclusive rights to publish the WORK in print and electronic media, in whole or in part, and to distribute the WORK throughout the world.

TERM OF LICENSE

The license for the WORK shall extend for three (3) years after the date the PUBLISHER first releases it for publication. The license will automatically renew for consecutive one (1) year terms if neither party gives at least thirty (30) days written notice that it desires to terminate this license.

PRINT ROYALTIES

On all sales of printed copies of the WORK, the PUBLISHER will pay the AUTHOR royalties based on the sales of the WORK. Royalties will not be paid on copies of the WORK sold to the AUTHOR or on books that are returned. Royalties for Print sales are 40% of the selling price (*less print cost*) for all copies sold directly through PUBLISHER, and 20% of the selling price (less print cost) for all copies sold through third parties.

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On all sales of electronic versions of the WORK sold by the PUBLISHER, and third parties commissioned by the Publisher, the PUBLISHER will pay the AUTHOR a royalty based on sales of eBooks, CD-ROM versions of the WORK, or any other electronic reproduction, distribution or transmission of the WORK. Royalties will not be made on electronic copies provided or sold to the AUTHOR, nor on copies given away for promotional purposes to reviewers or the press, nor on works that are returned. Royalties are based on sales of electronic versions of the WORK. Royalties for electronic sales are 50% of the list price for all copies sold directly by the PUBLISHER, and 40% for copies sold through third parties. The AUTHOR keeps 100% of the profits from work sold directly by the Author.

SUBSIDIARY RIGHTS

AUTHOR retains all subsidiary rights including theater, film, and television rights in the WORK.

PUBLISHING OPTIONS

Electronic Distribution: All accepted WORKs can be distributed as electronic books on the PUBLISHER's site. Publisher will secure a unique ISBN for the WORK so that it may be available for sale online if the author chooses this option.

DISTRIBUTION THROUGH PRINT ON DEMAND

PUBLISHER will prepare the book for distribution as a Trade Paperback and/or Hardcover book. PUBLISHER agrees to secure a unique ISBN and submit the work to distributors including the Books in Print, Ingram, and Baker & Taylor databases so that it may be available for sale at retail and online outlets using these systems. The work shall also be made available to Amazon.com, BarnesandNoble.com, and Bookfinder4u.com, and many other online websites. Books shall be made available to over 25,000 booksellers through Ingram distribution.

ISBN, LCCN, COPYRIGHT AND TITLE REGISTRATION

PUBLISHER shall provide ISBN and Bar Code. AUTHOR will copyright the WORK in his or her own name.

ROYALTY PAYMENTS

PUBLISHER will make royalty payments bi-monthly (i.e. February and March royalties are paid in July; April and May royalties are paid in September etc.). Checks and statement will be sent out on or about the fifteenth of the month if the amount of royalties earned is \$20.00 or more.

SUBMISSION ACCEPTANCE

PUBLISHER reserves the right, in its sole discretion, not to accept a submission.

SUBMISSION GUIDELINE

Author shall pay Publisher in advance or in agreed installments for set up fee for Print-on-Demand book (publishing agreement does not include editing of work), additional fees of \$40 for a proof copy of the WORK (*if proof copy is desired*). (Optional) \$110 to participate in Ingram Advance Book Magazine, and additional fees for marketing packages are at the AUTHOR's discretion.

PUBLICATION

PUBLISHER intends to market the WORK on its web site and make the work available for print-on-demand distribution within 60 to 90 days after receipt of all required materials and payment relating to the WORK, unless editing is necessary in which case the WORK will be made available for print-on-demand distribution within 140 days. In no case will the PUBLISHER take more than 180 days after receipt of all the required materials relating to the WORK to publish the WORK.

FORMAT AND PRICE

PUBLISHER shall request author's suggestions and contributions on cover art, and will, if possible, use such suggestions and contributions in cover design. In the event of a disagreement regarding cover art, PUBLISHER shall have final say as to production, appearance, and formatting of the WORK.

BOOK PRICING

A minimum price of the work shall be determined based on the cost of production. If AUTHOR desires, the price can be set higher than the minimum.

AUTHOR COPIES

AUTHOR shall receive 5 free copies of the WORK, as well as all purchase discounts described herein. AUTHOR may purchase 25 copies or more at 50% off the list price, and 100 or more at 55% off the list price. A 60% discount is available on purchases of 500 or more copies. Higher discounts are available for quantities of 2000 and more. AUTHOR may purchase fewer than 25 copies at 40% off the list price.

PUBLISHER TERMINATION

PUBLISHER may terminate publication of the WORK within thirty (30) days written notice to the AUTHOR, at which point all rights revert to the AUTHOR.

AUTHOR WARRANTIES

AUTHOR represents and warrants that AUTHOR is the sole owner of the WORK and has the full power, authority and right to enter into this agreement; this agreement does not conflict with any arrangements, understandings, or agreements between the AUTHOR and any other person or entity; the WORK is not in the public domain and is entirely original except for portions thereof for which legally effective written licenses or permissions have been secured; the WORK and all rights therein are free of liens, claims, interests or rights in others of any kind; the WORK as submitted, and its publication by the PUBLISHER, do not and will not violate or infringe upon any personal or proprietary rights, including without limitation copyrights, trademark rights, trade secret rights, contract rights, privacy rights, or publicity rights of any other persons; the WORK is of a Christian origin, not defamatory or obscene, or in any other way illegal; and any recipes, formulae, instructions, or recommendations contained in the WORK are not and will not be injurious to any reader, user, or third party; all information in the submission package is accurate.

AUTHOR AGREEMENTS

AUTHOR agrees that high-resolution PDF created by PUBLISHER for POD printing will be retained by PUBLISHER.

MAINTENANCE ON INGRAM DATABASE

This publishing agreement includes listing on the Ingram database for one year. Additional years will be billed to the AUTHOR at a rate of \$20 per year per title if Author desires to remain on the Ingram database.

MODIFICATION OF TERMS OF SERVICE

PUBLISHER may modify these terms of service from time to time in its sole discretion.

INDEMNIFICATION

AUTHOR agrees to fully indemnify, defend and hold harmless the PUBLISHER and its AFFILIATES from and against any losses, lost profits, damages, liabilities, judgments, awards, decrees, settlements, or expenses (including without limitation, reasonable attorney's fees and court costs) arising from , connected with, or by reason of any breach or alleged breach of any of the representations and warranties set forth above, but the AUTHOR shall not be liable for any matter inserted in the WORK by the PUBLISHER or its licensees. All warranties and indemnification made by the AUTHOR herein shall survive termination of this agreement.

ADDITIONAL INSTRUMENTS

AUTHOR agrees to complete and execute the title submission form, author bio, and all additional instruments reasonably requested by the PUBLISHER to confirm and effectuate this agreement.

GENERAL PROVISIONS

This agreement shall be governed by the laws of the State of Virginia. It contains all and the only agreement, and supersedes any other agreement, oral, written or otherwise construed as a prior agreement between the AUTHOR and PUBLISHER. This agreement cannot be appended, changed, modified, words added or deleted except by the mutual written agreement of the AUTHOR and the PUBLISHER. This agreement is binding upon the heirs, executors, administrators and assigns of the AUTHOR and the PUBLISHER.

By completing the following and submitting the required materials, the AUTHOR agrees to all the terms and conditions in this agreement.

Payment Included: _____ Installment Requested _____
Book Publishing Package: _____ Church Manual _____

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Editing _____ (at 0.15 per word) Ingram Magazine _____ (\$110.00) Returnability _____ (\$500.00 1st year, \$150.00 year thereafter)

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Signature of Author Date: _____

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