

Publishing Agreement



This PUBLISHING AGREEMENT (Agreement) between **Education Based Consultants of America, LLC** with offices at 2540 FL GA Highway, Havana, Florida 32333-5260 (Publisher), and the author (Author) whose name and signature appear on the Sign-off section of the **Education Based Consultants of America, LLC** Order Form is effective as of the date of the Author's signature on the **Education Based Consultants of America, LLC** Order Form.

WHEREAS the Publisher and the Author wish respectively to publish and to have published the Author's work (Work) listed in the Tell Us about Your Book section of the **Education Based Consultants of America, LLC** Order Form.

THEREFORE, they mutually agree as follows:

1. License of Rights

The Author hereby grants to the Publisher, during the Term of this Agreement, the nonexclusive worldwide rights to: print, publish, and sell the Work in digital form; and for publicity purposes, to publish (or permit others to publish) in print or on the Internet, or to broadcast (or permit others to broadcast), but not dramatize, by radio or television, without charge, such selections from the Work as in the opinion of the Publisher may benefit its sale. The Author retains all rights not granted to the Publisher in writing.

2. Editorial Control

If the Author HAS NOT purchased editorial services from the Publisher, the Author acknowledges that the Publisher is not responsible for editing the Work and has no editorial control over the Work.

If the Author HAS purchased editorial services from the Publisher, the Author acknowledges that he/she retains final editorial control over the Work.

The final design and text of the Work, including any and all changes suggested or made by the Publisher's copyeditors, proofreaders, and indexers, must be approved in writing by the Author before publication.

3. Copyright Notice

All copies of the Work that are distributed to the public will bear a copyright notice in the name of the Author as prescribed by the applicable copyright laws of the United States of America.

4. Manuscript Submission

The Author will submit all Required Materials relating to the Work to the Publisher before the Publisher will perform any services. Required Materials are:

- Signed and completed **Education Based Consultants of America, LLC** Order Form
- Payment for the services selected
- The final manuscript in a form acceptable to the Publisher (including all changes and corrections)
- All image files or image hardcopies
- Any and all other materials supplied by, or agreed to be supplied by, the Author for inclusion in the Work.

Author may incur additional charges if the Work is not submitted in a format acceptable to the Publisher.

The Submission Date is the date the Publisher receives all Required Materials from the Author. Any changes or editorial revisions requested by the Author after the Submission Date will result in additional fees.

The Publisher reserves the right to refuse any submitted material for any reason at any time at its sole discretion. If the Publisher refuses to publish the manuscript submitted by the Author, the Publisher will refund the Author's payment for publishing services, but the Publisher will be under no obligation to return any submitted materials. Once a manuscript is accepted for publication and the publishing process has begun the refund policies in the Term of Agreement paragraph will apply. In no event will the Publisher be obligated to publish a work, which in its opinion violates the common law or statutory copyright, or the right of privacy of any person, or contains libelous or obscene material.

5. Fees

The Publisher's fees for services and products will be based on the current information displayed on the Publisher's website at the time of order, and will be due at the time of order. In the event that the Publisher establishes a fee based on information provided by Author, which is later revised by the Author or found to be inaccurate, the Publisher may revise the fee and require additional payment before performing any services or delivering any products.

6. Date of Publication

The Publisher will publish the Work 90 to 180 days after the Submission Date.

The Author acknowledges that author review periods totaling in excess of 20 days may delay the publication of the Work to more than 180 days after the Submission Date.

The Author acknowledges that author alterations to the manuscript after the Submission Date may delay the publication of the Work to more than 180 days after the Submission Date.

In no event will the Publisher be responsible for delays caused by circumstances beyond its control.

7. Style of Publication

The Publisher will design the Work's interior layout and cover in consultation with the Author. The Publisher will, however, retain final discretion over the style and formatting of the Work, including its interior layout and cover design as it pertain to a digital book.

The Publisher will publish the Work in digital format under such e-books software as it deems suitable, unless an agreement specifying the imprint has been made in writing and is signed by the Publisher.

The retail price of the printed Work will be based on its page count and format using the current guidelines displayed on the Publisher's website.

8. Registrations

The Publisher will:

- Secure an International Standard Book Number (ISBN) for the digital Work
- Apply for a Library of Congress Control Number (LCCN) for the digital Work
- Apply to have the digital Work listed or available for download on suitable Internet publishing or distribution sites.

9. Distribution

For a period of at least three years after the date of first publication of the Work, the Publisher will make the digital Work available for sale:

- On major online digital bookstores
- On the Publisher's own online digital bookstore
- Through a wholesaler, Ingram Book Company or Baker & Taylor or other suitable digital distributors

In no event will the Publisher be responsible for interruptions in distribution caused by circumstances beyond its control.

Three years after the date of first publication of the Work in digital format, the Publisher has the right to begin charging an annual title distribution fee up to \$30 for each edition of the Work that the Publisher continues to distribute. The Publisher may deduct annual title distribution fees from royalties due the Author.

10. No Guarantee of Minimum Sales

The Publisher makes no promises that any of its products or services will result in the sales of a minimum number of digital copies of the Work. The Author acknowledges that the Publisher has no control over the purchasing decisions of book buyers and is not liable to any party if sales of the Work do not meet the Author's expectations.

11. Royalty Payments

Royalty percentages are calculated from Publisher Print Receipts from the sale of printed copies of the Work. "Publisher Print Receipts" is defined as the payments the Publisher actually receives from the sales of printed copies of the Work, less any returns. The Author will receive royalties equaling 40% of the Publisher Print Receipts when the Work is sold through the Publisher's bookstore at the full retail price. The Author will receive royalties equaling 20% of the Publisher Print Receipts on all other sales.

No Royalty Copies. No royalty will be paid on copies sold below or at cost, including expenses incurred; on copies sold directly to the Author by the Publisher; or on copies furnished gratis to the Author or for review, advertising, sample, or like purposes.

The Publisher will make royalty payments on a quarterly basis to the Author. If the royalty payment due in any one quarter is less than thirty U.S. dollars (\$30), a payment may not be made, and the balance may be carried forward and added to the next quarter's royalty payment.

Share to Other Authors. If the Author has included the work of other authors in the Work, the royalty payment made by the Publisher to the Author, pursuant to earlier sections of this paragraph, will not be increased and will include the royalties due such other authors. It is the responsibility of the Author to pay such other authors the pro-rated portions of the royalties to which they are entitled.

Should the Author receive an overpayment of royalty arising from copies reported sold but subsequently returned for reason other than physical defect, the Publisher may deduct such overpayment from any future royalties due the Author.

12. Sample Copies for Author

The Author will receive sample copies of the digital Work upon publication. The number of sample copies will be based on the current description of the **Education Based Consultants of America, LLC** Publishing Service as displayed on the Publisher's website. The Publisher will ship these copies to the Author at the Publisher's own expense, using the shipping method of the Publisher's choice.

13. Author Discount

The Author may purchase copies of the digital Work from the Publisher at 40% off the Publisher's suggested list price, plus shipping and handling. (Volume discounts apply to orders of 100 or more.)

14. Publicity

The Publisher reserves the right to publish information regarding the Author or the Work for publicity purposes. The Author will allow the Publisher to distribute promotional copies of the digital book free of charge, as deemed necessary by the Publisher. The Author will receive no royalties for such copies.

15. Author's Warranties and Indemnities

The Author represents and warrants to the Publisher:

- That he/she is the sole owner of the Work and of all the rights granted to the Publisher
- That he/she has not assigned, pledged, or otherwise encumbered the rights to the Work
- That he/she has full power to enter into this Agreement
- That the Work and all rights therein are free of liens, claims, or interests of any kind
- That the Work is entirely original except for portions thereof for which legally effective written licenses or permissions have been secured
- That the Work does not violate or infringe upon any personal or proprietary rights including without limitation privacy rights, contract rights, or publicity rights of any other persons or entities
- That the Work is not libelous or obscene
- That the Work does not infringe upon any statutory or common law copyright
- That any information contained in the Work is accurate, and any recipe, formula, or instruction contained in the Work is not injurious to the reader or to any other party

If any claim, action, or proceeding based upon an alleged violation of any of these warranties is made (i) the Publisher will have the right to defend the same through counsel of its own choosing, (ii) no settlement will be effected without the prior written consent of the Author, which consent will not unreasonably be withheld, and (iii) the Author will hold harmless the Publisher, any seller of the Work, and any licensee of a subsidiary right to the Work, against any damages finally sustained. If such claim, action, or proceeding is successfully defended or settled, the Author will indemnify the Publisher against the entire expense (including reasonable counsel fees) attributable to such defense or settlement.

If any such claim, action, or proceeding is instituted, the Publisher will promptly notify the Author, who will fully cooperate in the defense thereof, and the Publisher may withhold payments of reasonable amounts due the Author under this or any other agreement between the parties.

These warranties and indemnities will survive the termination of this Agreement.

16. Permission for Copyrighted Material

If the Author incorporates in the Work any copyrighted material, he/she will procure, at his/her expense, written permission to reprint it. The Author agrees to retain all such written permissions. The Author agrees to deliver all such written permissions to the Publisher at the Publisher's request.

17. Suits for Infringement of Copyright

If the copyright of the Work is infringed and the parties (the Author and the Publisher) proceed jointly, the expenses and recoveries, if any, will be shared equally, and if they do not proceed jointly, either party will have the right to prosecute such action, and such party will bear the expenses thereof, and any recoveries will belong to such party; and if such party will not hold the record title of the copyright, the other party hereby consents that the action be brought in his/her name.

18. Term of Agreement

This Agreement and the rights and licenses granted in the License of Rights paragraph above will extend indefinitely until terminated by either party. Either the Author or the Publisher may terminate this Agreement at any time, with or without cause. If the Author terminates this Agreement before publication, or the Publisher terminates this Agreement within the first 3 years after publication, the Publisher agrees to refund (or apply against any outstanding amounts in the Author's account) all publishing fees minus that portion of the publishing fees that the Publisher, in its sole judgment, deems to be owing for services already performed and for account administration.

19. Miscellaneous Provisions

Notices. Any notice given under this Agreement is deemed to have been given if deposited in the United States mail, certified postage pre-paid, addressed to either party at the locations given above, or any other addresses as hereafter provided by either party.

Arbitration and Governing Law. The laws of the State of Florida will govern this Agreement. Any dispute or controversy arising under, out of, in connection with, or in relation to this Agreement, and any amendments thereof, will be determined and settled by arbitration in accordance with the rules of the American Arbitration Association.

Venue for any arbitration will be in Leon County, Florida. Any award rendered therein will be subject to the laws of the State of Florida and will be final and binding, and judgment may be entered thereon in any court having jurisdiction thereof. In the event that any matter is submitted to arbitration pursuant to this paragraph, the prevailing party will be awarded its costs and reasonable attorneys' fees, including costs and reasonable attorneys' fees associated with collection.

Severability. If any provision of this Agreement or the application thereof to any person or circumstance will be held by a court to be unenforceable to any extent, the remaining provisions, and this Agreement and the application thereof, will not be affected and will be valid, legal, and enforceable to the fullest extent permitted by law.

Waiver. No waiver of any breach of, or default under, any provision of this Agreement will be deemed a waiver of such provision, or of any subsequent breach or default.

Assignment. This Agreement will be binding upon and inure to the benefit of the successors, assigns, executors, administrators, and legal representatives of the parties. The written consent of the Publisher must be secured before the Author may assign this Agreement in whole or in part.

Modifications and Amendments. This Agreement may not be modified or amended except by the written agreement of the parties.

Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered by it, and supersedes any prior understanding or agreements, oral or written, with respect thereto. The parties will not be bound by any understanding, agreement, promise, or representation, whether expressed or implied, which is not specified in this Agreement.

SIGNATURES PAGE

• AUTHOR

Print Name/Title _____

Mailing Address: _____

City _____ State _____ Zip _____

Telephone: _____

Website: _____

Email: _____

Signature _____ / _____ Date

• PUBLISHER

Education Based Consultants of America LLC
Print Name/Title

Mailing Address:
2540 FL GA Highway,
Havana, Florida 32333-5260

Telephone: 850-544-0743

Website: <http://www.futureed4u.org>

Signature _____ / _____ Date