



Publishing Agreement

AGREEMENT

made this _____ day of _____ (month), _____ (year)

between _____ (author's name), whose residence address is

_____ (author's address) (hereinafter called the Author); and Julianne Weinmann of Weinmann Marketing whose principal place of business is at 104 Da Vinci Drive, Nokomis, Florida 34275 - email julianne@weinmark.com (hereinafter called the Publisher);

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. GRANT

The author hereby grants and assigns to the Publisher the right to publish in the English language in book form in all countries of the world, a Work now entitled _____ (*Title of book*) (hereinafter called the Work), which title may be changed prior to publication by the Author.

2. REPRESENTATIONS AND WARRANTIES

The Author represents that he is the sole proprietor of the Work and that the Work to the best of his knowledge does not contain any libelous matter and does not violate the civil rights of any person or persons, does not infringe any existing copyright and has not heretofore been published in book form. The Author shall hold harmless and indemnify the publisher from any recovery finally sustained by reason of any violations of copyright or other property of personal right; provided, however, that the Publisher shall with all reasonable promptness notify the Author of any claim or suit which may involve the warranties of the Author hereunder; and the Author agrees fully to cooperate in the defense thereof. The warranties contained in this article do not extend to drawings, illustrations, insofar as not furnished by the Author, or to any other material not furnished by the Author.

3. DELIVERY

The Author agrees to provide to the publisher all content, including photos, illustrations and "stories" either through the interview process, on tape or by phone or email.

4. PUBLICATION

The Publisher agrees to publish the Work in book form at its own expense at a catalogue retail price of not less than \$6 per copy not later than one month after the completion and approval of the final draft of the completed Work. In the event of delay from causes beyond the control of the Publisher, the publication date may be postponed accordingly, but not to exceed six months from the delivery of the completed work.

5. COPYRIGHT

The Publisher, upon first publication of the Work, agrees to indicate copyright in the name of the Author, however, the Author, not the publisher, is responsible for taking all necessary steps to protect the copyright under the Universal Copyright Convention if desired. The Author has the option to make application for renewal of copyright under the existing copyright law.

6. EDITING AND PROOFREADING

The Publisher shall make no changes in, additions to, or eliminations from the manuscript without the consent of the Author, and in order to obtain such consent, shall submit the copy-edited manuscript to the Author for approval. The Author agrees to return each revision of the manuscript to the Publisher with corrections at the Author's convenience.

7. PAYMENTS, BOOK SALES, ROYALTIES AND LICENSES

The Author shall deliver to the Publisher or his duly authorized representatives, the following payments:

- (a) Deposit for either Legacy-Lite or Legacy-Long prior to the initial interview.
- (b) Final payment upon approval of the final draft of the manuscript, prior to publication and printing of the book.
- (c) The author grants the Publisher the right to sell copies of the book within the Publisher's retail account at www.lulu.com. No royalties shall be paid to the Author for sales of the book within this account. The Author also retains the right to make the book available within the Author's retail account with no royalties paid to the Publisher within this account.

8. AUTHOR'S COPIES

The Price charged to the Author by the Publisher includes 1 (one) copy of the published/printed book. The Author shall be permitted to purchase copies of the published book for personal use at Publisher's cost.

9. REVERSION AND TERMINATION

- (a) At any time, the Publisher may on three months' notice in writing to the Author or his representative discontinue publication, and in that event this agreement shall terminate and all rights hereunder shall revert to the Author at the expiration of said three (3) month period.
- (b) If the Publisher shall fail to publish the Work within one month after the period in Paragraph 4 provided, or otherwise fail to comply with or fulfill the terms and conditions hereof, or in the event of bankruptcy, etc., as in Paragraph 10 hereof provided, this agreement shall terminate and the rights herein granted to the Publisher shall revert to the Author. In such event all payments theretofore made to the Author shall belong to the Author without prejudice to any other remedies which the Author may have.
- (c) Upon the termination of this agreement for any cause under this Article or Article 10 hereof, all rights granted to the Publisher shall revert to the Author for his use at any time and the Publisher shall return to the Author all property originally furnished by the Author.

10. BANKRUPTCY AND INSOLVENCY

If a petition in bankruptcy shall be filed by or against the Publisher, or if it shall be adjudged insolvent by any court, or if a Trustee or a Receiver of any property of the Publisher shall be appointed in any suit or proceeding by or against the Publisher, or if the Publisher shall make an assignment for the benefit of creditors or shall take the benefit of any bankruptcy or insolvency Act, or if the Publisher shall liquidate its business for any cause whatsoever, this agreement shall terminate automatically without notice, and such termination shall be effective as of date of the filing of such petition, adjudication, appointment, assignment or declaration or commencement of reorganization or liquidation proceedings, and all rights granted hereunder shall thereupon revert to the Author.

11. RESERVED RIGHTS

All rights in the Work now existing, or which may hereafter come into existence, not specifically herein granted are reserved to the Author for his use at any time. Reserved publication rights include, but are not limited to, the right to publish or cause to be published in any form, excerpts and summaries of the Work.

12. ASSIGNMENT

No assignment of this contract, voluntary or by operation of law, shall be binding upon either of the parties without the written consent of the other; provided, however, that the Author may assign or transfer any monies due or to become due under this agreement.

13. ARBITRATION

Any controversy or claim arising out of this agreement or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining. Such arbitration shall be held in the State of Florida unless otherwise agreed by the parties. The Author may, at his option, refuse to arbitrate, and pursue his legal remedies.

14. NOTICES

Any written notice required under any of the provisions of this agreement shall be deemed to have been properly served by delivery in person or by mailing the same in paper or by electronic means to the parties hereto at the addresses set forth above, except as the addresses may be changed by notice in writing; provided, however, that notices of termination shall be sent by registered mail.

15. INFRINGEMENT

If during the existence of this agreement the copyright shall be infringed, the Publisher may, at its own cost and expense, take such legal action, in the Author's name if necessary, as may be required to restrain such infringement or to seek damages therefor. The Publisher shall not be liable to the Author for the Publisher's failure to take such legal steps. If the Publisher does not bring such an action, the Author may do so in his name at his own cost and expense. Money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall belong to the Author, provided, however, that any money damages recovered on account of a loss of the Publisher's profits shall be divided equally between the Author and the Publisher.

16. LAW

This agreement shall be construed in accordance with the laws of the State of Florida, USA.

17. APPROVAL

Notwithstanding anything to the contrary herein contained, the Publisher shall obtain the Author's written advance approval of any jacket or cover design, including the text thereof, to be used in connection with the Work, and of any contracts with third parties for the publication of the Work; which approval shall not be unreasonably withheld.

Agreed:

Signature: _____ Date _____
Author's Name/Address/Phone

Signature: _____ Date _____
Publisher: Julianne Weinmann, Weinmann Marketing
Address: 104 Da Vinci Drive, Nokomis, Florida 34275