



PUBLISHING AGREEMENT

This agreement is being made on _____ between Vaughanworks Publishing and _____, herein referred to as "Author." This is an agreement regarding the print version only of _____ herein referred to as "Work." It will expire two years from the date of this contract.

This contract is considered legal and binding in all countries. If there should be a legal dispute, the laws of the state of Wisconsin shall apply.

In consideration of the mutual terms, conditions and covenants hereinafter set forth, the Author and Vaughanworks 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 assures Vaughanworks 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 Vaughanworks Publishing without first terminating this contract. If the Author should breach this warranty, Vaughanworks 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 Vaughanworks Publishing, its distributors, and any retailer harmless against any recovery or penalty arising out of his/her breach of this warranty. Author will also reimburse Vaughanworks Publishing for all court costs and legal fees incurred.

2. The author releases Vaughanworks Publishing from any legal actions that may arise from the Work. The Authors will hold Vaughanworks 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 any judgments that result from such a suit. In turn, Vaughanworks Publishing assures the Author that any and all artwork used by the Publisher (which was not submitted by the Author) is free of copyright infringements, Vaughanworks Publishing is the sole owner of the

rights of said artwork and grants that it is either all original or that Vaughanworks Publishing has license to use it for publication.

3. This written contract may be terminated at any time for any reason by either party as long as a.) a 30 day written notice is given to the other party via e-mail and the other party has verified receipt. If the 30 day written notice is given by the 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 Vaughanworks Publishing with any materials requested for publicity purposes, including reviews, photos, summaries, etc. The author also agrees that Vaughanworks Publishing has the right to use his/her name and likeness for any and all promotional purposes during the term of this contract. Vaughanworks Publishing also has the full right to use book excerpts, quotes, reviews, cover images, etc. for promotional purposes.

5. The Author appoints Vaughanworks Publishing as its publisher for the length of this contract. This agreement includes Print on Demand, as well as short run printing. The Author can continue to search for a "traditional publisher", as long as firm conducts a run of at least 1,000 copies at the onset of its contract. Author will not contract with another short run or Print on Demand publisher until the expiration of the contract.

6. Vaughanworks Publishing does not guarantee any volume of sales for the Work. Vaughanworks Publishing will pay the Author 50% royalties based on "Net Publisher Print Receipts," which equal the payments the Publisher receives from the sales of the Work, less credit card charges, shipping and handling charges, charge backs, discounts or disputes. If the Author agrees to allow Vaughanworks 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 Vaughanworks Publishing from the external site. Royalty checks will be issued on the fifteenth business day of each month 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. Vaughanworks Publishing will send Author a statement of account of sales of the work on a quarterly basis.

7. For the duration of this Agreement, the author has the right to purchase copies of the printed Work at a 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 Vaughanworks Publishing will not pay royalties on direct sales made to the Author.

8. Vaughanworks Publishing may make reasonable changes, additions, deletions or condensations to the Work with the consent of the Author.

9. Vaughanworks Publishing is only an independent contractor and this Agreement should not be deemed or interpreted to mean that Vaughanworks Publishing is an employee or partner of the Author.

10. Author understands that Vaughanworks Publishing may at any time sell its business and that all current contracts and licenses would be transferred to the new owner. If Vaughanworks Publishing liquidates its business or is legally judged bankrupt, this agreement shall be terminated immediately. Vaughanworks 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 Vaughanworks Publishing free of responsibility and will pay any court cost incurred by the Author and/or Vaughanworks Publishing. If the Author's copyright is infringed, Vaughanworks Publishing may, at its own expense, take legal action required to restrain such infringement and seek damages. Vaughanworks 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. Additional changes before printing can only be done with the purchase of a corrections package. Vaughanworks 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 no greater than the least expensive package offered by Vaughanworks

Publishing. Printing problems that did not appear in the final electronic proof approved by the Author will be corrected at no charge. Author will hold all rights to Work.

13. The Publisher will obtain appropriate ISBNs for the Work under the name of Vaughanworks Publishing.

14. Publisher will make every effort to maintain the website and update it on a regular basis. Publisher will not be liable for site downtime or interrupted transmissions.

15. The Author shall not have the rights to, or in, any trademark, service mark trade name, or logos used by the Publisher, unless expressly permitted to do so in writing. The Author may, with the publisher's permission, have limited use of the Publisher's logo in approved promotional material. Author may also use the cover illustration in their promotional materials. Author may not provide the Publisher's copyrighted cover for other publishers such as audio, print, etc. without permission.

16. Failure to deliver acceptable, final revised manuscript in the length of time agreed upon, within reasonable limits, will void this contract.

17. This agreement may not be modified orally. It may be modified in a written agreement, signed by both parties.

AUTHOR _____

Pseudonym (if any) _____

Author's witness or Notary _____

Author's Social Security No. _____

Author's Mailing Address _____

E-mail address _____

Website URL _____

Title of Work _____

Phone number _____

Date _____

Vaughanworks Publishing Signature _____

Date _____