

Authors Choice Press Publishing Agreement for Out-of-Print Books v. 2.1

1. Parties

This is a Publishing Agreement between the author ("AUTHOR") signifying below and iUniverse, Inc., an entity of Author Solutions, Inc., with its principal offices at 1663 Liberty Drive, Suite 300, Bloomington, Indiana 47403 ("PUBLISHER") for the WORK listed at the end of this Agreement ("WORK").

2. License to Publish

AUTHOR grants to the PUBLISHER the exclusive, worldwide license to publish the WORK in print, in whole or in part, in the English language. The AUTHOR also grants to the PUBLISHER the right to make the work viewable on the PUBLISHER's Web site, or partner Web sites that have entered into agreement with the PUBLISHER, in order to facilitate sales of the WORK.

3. Storage and Hosting

AUTHOR grants to the PUBLISHER the right to store, use, transmit and distribute electronic copies of the Works as required to facilitate the printing and distribution process. This grant includes the PUBLISHER's vendors and affiliates.

4. Other Rights

All publication rights not explicitly granted to the PUBLISHER are reserved to the AUTHOR.

5. Term

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 advance written notice, prior to the end of the current term, that it desires to terminate.

6. Author Cancellation

AUTHOR has the right at any time to cancel this agreement with thirty (30) days advance written notice to the PUBLISHER. If the AUTHOR chooses to cancel, the PUBLISHER will have the nonexclusive right to exercise the licensed rights granted in Paragraph #2 above for one (1) year following the receipt of the cancellation notice.

7. Royalties

AUTHOR will be paid royalties as defined in Schedule A.

8. Royalty Payments

PUBLISHER will make four annual royalty payments, if earned, to the AUTHOR within sixty (60) days of the end of each calendar quarter. If the royalty payment due in a single calendar quarter is less than twenty-five U.S. Dollars (\$25) the balance will be applied to the next calendar quarter until the royalty payment due equals or exceeds twenty-five U.S. Dollars (\$25), at which time the PUBLISHER shall make the appropriate royalty payment to the AUTHOR.

9. Submission Guidelines and Payments

AUTHOR shall follow all the submissions procedures and payment requirements attached in Schedule A.

10. Submission Acceptance

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

upon receipt. If this is the case, the PUBLISHER will refund the AUTHOR submission payment, but the PUBLISHER has no obligation to return the submission package or WORK. Once a submission is accepted for publication and production work has commenced, the PUBLISHER shall not be required to refund any submission payments.

11. Publication

PUBLISHER intends to make the WORK available for print-distribution within ninety (90) days after receipt of all required materials relating to the WORK, but in no case later than one hundred eighty (180) days after the receipt of all the required materials relating to the WORK. If the PUBLISHER does not make the WORK available within such time, except for delays caused by external circumstances beyond its control, the AUTHOR may give written notice to the PUBLISHER to make the WORK available within thirty (30) days. If the PUBLISHER does not do so, this Agreement shall terminate and all rights herein granted shall revert to the AUTHOR.

12. Publication Format

PUBLISHER shall have full discretion as to price, production, appearance and formats of the WORK.

13. Partial Publication

After the WORK has been published in accordance with Paragraph #11, the PUBLISHER may choose to include all or part of the WORK in a larger compilation or collective work. The AUTHOR shall receive a pro-rated share of the royalties otherwise payable pursuant to Paragraph #7 based on the percentage used from the WORK as compared with the whole compilation or collective work.

14. Author Proof

PUBLISHER will provide the AUTHOR with the proofing option as defined on the PUBLISHER's Web site. The AUTHOR shall have fourteen (14) days to proof the cover of the WORK. The AUTHOR shall use reasonable efforts to adhere to proofing procedures posted by the PUBLISHER and it is understood by the AUTHOR that the PUBLISHER may terminate publication in the event the AUTHOR does not provide the required proofing feedback. If the PUBLISHER terminates publication due to a lack of required feedback from the AUTHOR, the PUBLISHER shall not be required to refund any submission payments, or return the submission package or WORK.

15. Copyright and Title Registration

PUBLISHER agrees to post for the WORK the copyright name specified by AUTHOR and secure a unique ISBN.

16. Author Copies and Discounts

AUTHOR is eligible to receive free copies and purchase discounts as provided in Schedule A.

17. Title and Author Information

The PUBLISHER may post pertinent information regarding AUTHOR or WORK. The information may include elements of the title submission package, such as the author biographical sketch and description of the WORK. The PUBLISHER may also post additional information that will help promote the AUTHOR or WORK. If the PUBLISHER requests such information, the AUTHOR agrees to promptly

provide the information.

18. Publisher Bankruptcy

If the PUBLISHER commences bankruptcy proceedings, all rights to the WORK shall immediately revert to the AUTHOR.

19. Termination by Publisher

Upon giving thirty (30) days advance written notice, the PUBLISHER may terminate publication of the WORK without cause, at which point the rights to the WORK immediately revert to the AUTHOR. The PUBLISHER may also immediately suspend or terminate the publication of the WORK upon acquiring knowledge of an actual or potential liability claim relating to the WORK. The PUBLISHER shall pay any accrued royalty income due the AUTHOR within sixty (60) days of the end of the calendar quarter during which the contract is terminated.

20. Author Warranties

AUTHOR represents and warrants the following to the PUBLISHER: (i) AUTHOR is the sole owner of the WORK (including any associated cover or interior graphics supplied by the AUTHOR) and has the full power, authority and right to enter into this Agreement; (ii) this Agreement does not conflict with any arrangements, understandings, or agreements between the AUTHOR and any other person or entity; (iii) 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; (iv) the WORK and all rights therein are free of liens, claims, interests or rights in others of any kind; (v) 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; (vi) the WORK is 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 person; (vii) all information in the submission package is accurate.

21. 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 or any license hereunder. "AFFILIATES" means owners, shareholders, officers, directors, employees, parents, subsidiaries, affiliated companies, licensees, distributors, advertisers, Internet service providers, attorneys, and accountants and any other person or entity to whom PUBLISHER extends its license or warranties to in connection with the production, dissemination, transmission, promotion, publication, or distribution of the WORK or the exercise of any rights therein or derived therefrom.

22. Notices

All notices must be given in writing and sent by fax or overnight courier, (e.g., FedEx, UPS, or DHL) to AUTHOR'S address and fax number specified below and to PUBLISHER'S addresses and fax number displayed at PUBLISHER'S Web site on the date of the notice. Faxed notices will be deemed given on the date of transmission, provided that for faxed notices the party giving the notice must maintain evidence showing the successful transmission. Notices sent by overnight courier shall be deemed given two days after the date of delivery to the courier. Notwithstanding the foregoing, e-mail notices may be used for matters involving proofing and WORK publication.

23. Additional Instruments

AUTHOR agrees to complete and execute the title submission form and author biographical sketch and all additional instruments reasonably requested by PUBLISHER to confirm and effectuate this Agreement.

24. General Provisions

This Agreement shall be governed by the internal laws of the State of Indiana as a contract fully executed, without regard to conflict of laws rules, and shall bind and benefit the applicable heirs, successors, assigns, and personal representatives of the parties hereto, though AUTHOR may not assign this Agreement or any rights or obligations hereunder, by operation of law or any other manner, without the PUBLISHER's prior written consent, such consent not to be unreasonably withheld. If any term or provision of this Agreement is illegal or unenforceable, then, nonetheless, this Agreement shall remain in full force and effect and such term or provision shall be deemed deleted or curtailed only to such extent as is necessary to make it legal or enforceable. This Agreement represents the complete understanding between the parties as to its subject matter and supersedes all prior understandings, if any, as to its subject matter. No modification, amendment, or waiver shall be valid or binding unless made in writing and signed by all parties hereto.

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

By:

(Signature of Author-required only if submitting by mail)

(Date Signed)

(Printed Name of Author)

(Address of Author)

3.08 ©2008 iUniverse, Inc.

(Phone Number of Author)

(Fax number of Author)

(E-mail Address of Author)

(Title of Work)

(U.S. Copyright No. - if any)

(Author Social Security No.)

Schedule A

Authors Choice Out-of-Print

1. Royalties

On all sales of printed copies of the WORK, the PUBLISHER will pay the AUTHOR a royalty equal to twenty percent (20%) of the payments the PUBLISHER actually receives from sales of printed copies of the WORK, less any shipping and handling charges, sales and use taxes, and returns. Royalties will not be paid on copies provided or sold to the AUTHOR.

2. Submissions and Payments

Submissions by Mail are sent via U.S. mail or by express courier. The AUTHOR must submit in one package:

1. a signed hardcopy of the Authors Choice Publishing Agreement for Out-of-Print Books
2. two (2) identical, complete copies of the previously published WORK in book form* And on one storage medium currently specified as acceptable on the PUBLISHER'S Web site the following material:
 3. a copy of the reversion of rights letter from the original publisher
 4. an completed copy of the title submission form in an electronic format listed as acceptable on the PUBLISHER'S Web site.
5. cover graphic(s) (if AUTHOR chooses to provide)

*The two complete book copies must adhere to the guidelines posted on the PUBLISHER'S Web site and it is understood that they will not be returned. The package must be sent to iUniverse c/o Author Solutions, Inc., Authors Choice Publishing Services, 1663 Liberty Drive, Suite 300, Bloomington, IN 47403. Payment for publishing and related fees, if any, shall be made in U.S. Dollars by check or major credit card to "iUniverse, Inc."

Submission Fee Payment	Process	Payment
Mail Submission**	\$299	Check or Credit Card
**The PUBLISHER is not responsible in any manner for materials never received or lost in transit.		

3. Additional Services

Graphics. The digital format of all graphics submitted must conform to the guidelines on the PUBLISHER'S Web site. The publishing fee paid by the author includes:

The creation of a cover using graphics submitted by the AUTHOR or designed by the PUBLISHER.

Additional graphics in the WORK shall be subject to a charge of \$100 per 25 graphics. No more than 50 graphics may be included.

1-25 \$100

26-50 \$200

The scanning of physical cover graphics or author photos submitted by the AUTHOR shall be subject to the fees noted on the PUBLISHER'S Web site.

4. Author Proofing

AUTHOR shall be granted access to an electronic proof of the cover of the WORK.

The proofing procedures shall be those documented on the PUBLISHER'S Web site.

5. Free Copies

AUTHOR shall be entitled to one (1) free copy of the book upon publication.

6. Author Discounts

(a) Print Copies

AUTHOR shall have the right to purchase copies of WORK at a discount off the list price. Discounts will be available to AUTHOR for single order quantities and shall be based on the current information displayed on the book sales area of the PUBLISHER'S Web site at the time each order is placed. All AUTHOR payments must be made in advance. iUniverse will not pay royalties on any sales of the Work to Author.

(b) eBook Copies

AUTHOR shall have the right to purchase eBook copies of the WORK at a discount off the list price of each eBook version of the WORK. All AUTHOR payments must be made in advance.

7. Title Maintenance

The PUBLISHER may choose to charge a title maintenance fee of eighteen U.S. Dollars (\$18) per WORK per year at the end of the first year of publication. The fee, if charged, will be due twelve (12) months after the title has become available for print-distribution. The PUBLISHER may opt to deduct the title maintenance fee from any future royalty payments due the AUTHOR.

Rev Date: June 27, 2008