

Publishing Contract

Effective Date: Month #, Year

This Publishing Agreement (“Agreement”) is entered into as of the Effective Date by and between

Author Name (“Author”)

Author Address

name@authoremail.com

and

Lost Island Press (“Publisher”)

1043 Garland Ave, Unit C #925, San Jose, CA 95126, United States

Represented by Team Member

name@lostislandpress.com

for the work presently titled [Working Book Title] (“Work”).

1. Grant of Rights

- a. **Grant of Rights.** The Author hereby grants to the Publisher and its assigns the exclusive right to publish, distribute, sell, publicly display, perform, license, and create derivative works of the Work in all formats, including but not limited to print books, ebooks, and audiobooks. The Publisher has the sole authority to exercise these rights, and the Author cannot grant these rights to any other party.
- b. **Author’s Limited Rights.** Notwithstanding the grant of rights above, the Author retains the right to use excerpts from the Work for promotional purposes, provided that such excerpts do not exceed a cumulative total of three thousand (3,000) words. The Author also retains the right to create, sell, and/or give away merchandise related to the Work under specific criteria outlined in Section 9g.
- c. **Execution of Documents.** The Author shall execute and deliver any documents the Publisher needs to confirm or effectuate the rights granted in this Agreement.

2. Copyright

- a. **Author's Copyright.** The Author retains the copyright to the content of the Work, including the text and any elements created by the Author, such as illustrations and photos.
- The Publisher shall place a copyright notice in the Author's name in all versions of the Work published under this Agreement, in a form and location that complies with United States copyright law.
 - If the Work is licensed to a third party, such as for a film adaptation or foreign rights translation, the Publisher shall ensure that the third party credits the Author appropriately, in compliance with applicable industry standards or copyright laws.
- b. **Publisher's Rights.** Nothing in this Section 2 shall limit or affect any rights granted to the Publisher under this Agreement. The Publisher retains ownership and control over:
- Any trademarks, service marks, logos, trade names, or other identifiers used by the Publisher in connection with the Work ("Publisher's Marks").
 - Any elements added to the Work for publication by the Publisher, including but not limited to cover art, typesetting, illustrations, series titles, logotypes, trade dress, formats, and other editorial content ("Publisher's Content").
- c. **Development of Derivative Works.** The Publisher shall have the exclusive right to develop, publish, and license sequels, new or additional titles in a series, or derivative works using any and all of the Publisher's Marks and/or Publisher's Content.
- The Publisher is free to commission or contract with the Author and/or any other person(s) for the preparation of such sequels, series, or derivative works.
 - The Publisher will consult with the Author on whether or not to proceed with such sequels, series, or derivative works. Final decisions will rest with the Publisher.

3. Term and Termination

- a. **Term.** This Agreement shall commence on the Effective Date and shall continue in effect for the duration of the copyright term (“Term”), including any extensions, renewals, or restorations thereof, unless terminated earlier as provided herein.
- b. **Conflictual Termination.** Either party may terminate this Agreement under the following conditions:
- The other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice specifying the nature of the breach.
 - Either party is convicted of a felony or other serious crime that, in the terminating party’s reasonable judgment, would negatively impact the marketability or reputation of the Work. The terminating party must give thirty (30) days’ written notice of termination.
 - A petition for bankruptcy is filed by or against either party, or if either party makes an assignment for the benefit of creditors. The terminating party must give sixty (60) days’ written notice of termination.
- c. **Mutual Termination.** Both parties may terminate this Agreement at any time by mutual written agreement between the Author and Publisher.
- d. **Reversion of Rights.** Upon termination, all rights granted to the Publisher shall automatically revert to the Author, with the exception of any licenses and other grants of rights made by the Publisher to third parties.
- The Publisher shall retain ownership and control over the Publisher’s Marks, Publisher’s Content, and any other assets created or added by the Publisher, such as cover design, typesetting, and promotional materials.
 - The reversion of rights process will include the removal of the Work from the Publisher’s distribution channels within sixty (60) days of termination, and the Author will be provided with written confirmation of reversion.

4. Deliveries

- a. **Required Deliveries.** By no later than the dates specified by the Publisher, the Author shall deliver to the Publisher the following elements (collectively “Deliveries”):
- All applicable front matter and back matter, which commonly includes a dedication, acknowledgments section, author headshot, and author bio.
 - If applicable, any artwork, illustrations, photographs, charts, graphics, and/or similar matter created by the Author to be featured in the Work.
 - If applicable, any written permissions for use of copyrighted or proprietary materials that appear in the Work, as well as written releases from any person or entity described, quoted, or depicted in the Work.
- b. **Publisher’s Rights to Modification.** If the Author fails or declines to provide any of the necessary Deliveries by the specified dates, the Publisher shall have the right to acquire or prepare the missing elements, engage a skilled person to do so, and/or exclude or remove elements from the Work as deemed necessary.

5. Revisions

- a. **Initial Revisions.** Upon entering this Agreement, the Publisher may request that the Author make initial revisions to the Work. The Author shall complete these revisions and submit the revised Work to the Publisher by the specified date.
- If further revisions are needed, the Publisher will provide written feedback and a new deadline for the Author to make the necessary changes.
 - Once the Publisher approves the revised Work, the Author and Publisher will proceed to the editing process.
- b. **Editing.** During the editing process, the Publisher will provide detailed suggestions and comments on the Work. The Author shall review and address all notes collaboratively by the specified date.
- If further revisions are needed, the Publisher will provide additional suggestions and comments, along with a new deadline for the Author to review and address them.

- The editing process will continue collaboratively until the Publisher notifies the Author in writing that the Work has been finalized (“Work Finalization Date”).
- c. **Design.** During the design process, the Publisher shall provide the Author with digital proofs of elements such as the cover and typesetting. The Author agrees to provide feedback within seven (7) calendar days after receipt of each proof.
- The Publisher will make reasonable efforts to incorporate the Author’s feedback into the design.
 - If the Author fails to respond in time, the Publisher may proceed without efforts to incorporate the Author’s feedback.
- d. **Final Authority.** In case of disagreement on revisions, edits, or design changes, both parties agree to discuss and attempt to resolve the issues. The Publisher retains final editorial control to ensure marketability, stylistic consistency, and/or legal compliance. The Publisher may implement necessary changes to the translation without requiring further collaboration from the Author.

6. Publication

- a. **Publication Date.** The Publisher agrees to publish the Work no later than twelve (12) months after the Work Finalization Date.
- b. **Definition of Publication.** The Work shall be deemed published once it is accessible for sale in any format, including but not limited to print books, ebooks, or audiobooks.
- c. **Publisher’s Discretion.** The Publisher shall determine the specific day, place, and manner of publication. This includes decisions related to the format, price, and distribution channels for the Work.
- d. **Timeline.** The Publisher shall provide the Author with a flexible timeline outlining key dates and milestones in the publication process, including the anticipated publication date, marketing efforts, and distribution plans.
- e. **Right to Delay.** The Publisher retains the right to delay publication in the event of unforeseen circumstances that may affect the quality or success of the

Work. The Publisher shall promptly notify the Author of any such delays and provide a revised publication timeline.

7. Publicity and Promotion

- a. **Use of Author's Information.** The Author hereby grants to the Publisher and its assigns the non-exclusive right to use, and to license others to use, the Author's name, image, likeness, and biographical material in all formats and all media for packaging, labeling, catalog, advertising, promotion, publicity, and other exploitation of the Work and the other rights granted under this Agreement.
- b. **Publisher's Obligations.** The Publisher agrees to make reasonable efforts to market and promote the Work within the constraints of its budget and available resources. At a minimum, this involves listing the Work on the Publisher's website and promoting its release to the Publisher's newsletter audience.
- c. **Author's Participation.** The Author agrees to participate in the advertising, marketing, and publicity of the Work as reasonably requested by the Publisher. This may include, but is not limited to, virtual interviews and events.
- d. **Author-Coordinated Activities.** If the Author wishes to coordinate giveaways or promotional events independently, they may request assistance from the Publisher. The Publisher may, at its discretion, choose to cover some or all of the costs associated with such promotional activities. The Author can propose promotional opportunities to the Publisher, who agrees to consider them in good faith and respond within ten (10) business days.
- e. **Promotional Copies.** The Publisher reserves the right to distribute copies of the Work for promotional purposes, including but not limited to, review copies and contest prizes. Neither the Publisher nor the Author will receive royalties for the distribution of such copies.

8. Author Copies

- a. **Complimentary Copies.** The Publisher shall provide the Author with one (1) ebook and one (1) print copy of the Work.
- b. **Personal Use Copies.** The Author may purchase additional copies of the Work for personal use at the print cost plus shipping, tax, and any other transaction

fees. These copies are intended for personal use, gifts, giveaways, donations, or other non-profit purposes.

- c. **Resale Copies.** The Author may purchase additional copies of the Work for resale at the print cost plus shipping, tax, any other transaction fees, and an additional two dollars (\$2) per copy to compensate for the Publisher's lost royalties. These copies can be resold at any price, including as signed copies at events, on social media, or through other channels.

9. Author Compensation

- a. **Net Revenues.** "Net Revenues" means money actually received by the Publisher for advances and completed sales, minus deductions. Examples of deductions include payment processing fees, production costs, distribution costs, returns, and refunds.
- b. **Royalties on Sales.** During the Term of this Agreement, the Publisher shall credit the Author with a royalty equal to fifty percent (50%) of Net Revenues for all sales of the Work, including all print, ebook, and audiobook formats.
- c. **Royalties on Merchandise.** The Publisher shall credit the Author with a royalty equal to fifty percent (50%) of Net Revenues from sales of any merchandise created and sold by the Publisher in relation to the Work, including items such as apparel, posters, accessories, and other products, both physical and digital, related to the Work.
- d. **Royalties on Derivative Works.** The Publisher shall credit the Author with royalties for derivative works created by the Publisher that incorporate or are based on the intellectual property of the Work (e.g., guide books, companions, spinoffs), as follows:
 - Fifty percent (50%) of Net Revenues from sales of derivative works created with the Author's active involvement as the sole author.
 - Thirty percent (30%) of Net Revenues from sales of derivative works created with the Author's active involvement in collaboration with one or more other authors.
 - Fifteen percent (15%) of Net Revenues from sales of derivative works created without collaboration with the Author. This applies to works created

independently by the Publisher or with third-party individuals, overseen by the Publisher, without the Author's active involvement.

- e. **Royalties on Licensing.** The Publisher shall credit the Author with a royalty equal to fifty percent (50%) of Net Revenues from licensing any rights of the Work to third parties. This includes, but is not limited to, film, television, stage adaptations, foreign language translations, and special editions.
- f. **Royalties on Other Exploitations.** The Publisher shall credit the Author with a royalty equal to fifty percent (50%) of Net Revenues received from exploiting the Work in any format not specified above.
- g. **Author Merchandise Sales.** The Author is permitted to independently create, sell, and/or give away merchandise related to the Work without the Publisher's involvement.
 - The Author shall retain one hundred percent (100%) of Net Revenues from these independent sales, provided that such merchandise is clearly distinct from any merchandise created and sold by the Publisher.
 - The Author agrees to notify the Publisher in advance of any merchandise they intend to sell and/or give away, to ensure no direct competition with the Publisher's merchandise.

10. Accounting

- a. **Payments.** The Publisher shall pay the Author any amounts owing on or before the tenth day of each month for the monthly period of sales four (4) months prior. The payment shall include details of Net Revenues from the sale of the Publisher's editions, other exploitation of the Work, and any related credits and debits.
 - The Publisher shall have the right to deduct from the Author's account any overpayment of royalties, costs, charges, or expenses the Author is required to pay or reimburse the Publisher under this Agreement, and any amounts owing to the Publisher under any other agreement.
 - The Publisher shall have the right to establish a reasonable reserve against returns. If royalties have been paid on copies that are subsequently returned,

the Publisher shall have the right to deduct the amount of such royalties from any future payments under this or any other Agreement.

- b. Examination of Records.** The Author shall have the right, upon reasonable notice and during usual business hours but not more than once each year during the Term, to engage a Certified Public Accountant to examine the books and records of the Publisher relating to the Work at the place where such records are regularly maintained.
- Any such examination shall be at the sole cost of the Author and may not be made by any person acting on a contingent fee basis.
 - Statements rendered under this Agreement shall be final and binding upon the Author unless the Author provides specific written objections and the basis for such objections within six (6) months after the date the statement was rendered.

II. Confidentiality

- a. Confidentiality Agreement.** Both parties agree to keep confidential any non-public information disclosed in the course of this Agreement. This includes, but is not limited to, financial details, business strategies, marketing plans, and unpublished content of the Work, including digital proofs.
- b. Disclosure of Information.** Confidential information may only be disclosed to those employees, agents, contractors, or selected individuals, such as beta readers, who need to know such information to perform their duties or provide feedback related to this Agreement, provided they are bound by similar confidentiality obligations.
- c. Post-Termination Confidentiality:** If this Agreement is terminated, the confidentiality obligations extend to five (5) years post-termination to safeguard unpublished works and sensitive business information. During this period, both parties will take reasonable measures to protect such information from unauthorized disclosure.
- d. Exceptions to Confidentiality.** The obligation of confidentiality does not apply to information that is:
- Already in the public domain.

- Rightfully received from a third party without obligations of confidentiality.
- Independently developed by the receiving party without use of or reference to the other party's confidential information.
- Required to be disclosed by law, regulation, or court order, provided the disclosing party gives prompt notice of such requirement.

12. Warranties and Indemnities

a. **Author's Warranties.** The Author represents and warrants to the Publisher that:

- The Work is not in the public domain.
- The Work has not been published, in whole or in part, in any form.
- The Author has not previously published, and has not participated in the publication of, any work that is substantially similar to the Work, or which is likely to injure the sales of the Work, and the Author shall not do so at any time during the Term of this Agreement.
- The Work does not, and if published will not, infringe upon any third-party copyright, trademark, or proprietary rights. The Author has obtained all necessary written permissions for any copyrighted or proprietary materials used in the Work, as well as written releases from any person or entity described, quoted, or depicted in the Work.
- The Work contains no matter whatsoever that is obscene, libelous, violative of any third party's right of privacy or publicity, or otherwise in contravention of law or the right of any third party.
- The Author is the sole proprietor of the Work and has the full power and authority to enter into this Agreement and to convey the rights which are conveyed to the Publisher in this Agreement.
- The Author has not entered into, and will not enter into, any agreements or commitments which might conflict with the rights granted to the Publisher under this Agreement.

b. **Publisher's Warranties.** The Publisher represents and warrants to Author that:

- The Publisher will publish the Work in accordance with the terms and conditions of this Agreement.

- The Publisher has the full power and authority to enter into this Agreement and to perform its obligations hereunder.
 - The Publisher has not entered into, and will not enter into, any agreements or commitments that conflict with its obligations under this Agreement.
- c. **Mutual Indemnities.** The Author and Publisher shall indemnify, defend, and hold harmless the other party and its assigns from any and all claims, debts, demands, suits, actions, proceedings, and/or prosecutions (“Claims”) based on allegations which, if true, would constitute a breach of any representations, warranties, or obligations of the indemnifying party under this Agreement. This includes any and all liabilities, losses, damages, expenses (including attorneys’ fees and costs), and damages arising from such Claims.
- Each party in this Agreement shall give prompt written notice to the other party of any Claims.
 - No compromise or settlement of any Claims shall be made or entered into without the prior written approval of the Publisher.
 - The representations, warranties, and indemnities of both the Author and the Publisher extend to any person or entity against whom any Claims are asserted due to the exploitation of the rights conveyed under this Agreement, as if such representations, warranties, and indemnities were originally made to such third parties. All such warranties, representations, and indemnities shall survive the termination or expiration of this Agreement.
- d. **Publisher’s Rights.** In the event of any Claims, the Publisher shall have the right to:
- Withhold the Author’s royalties and other payments otherwise payable under this Agreement (or any other agreement between the Author and the Publisher) as a reserve pending a final determination thereof.
 - Apply withheld royalties and other payments then or thereafter accruing to the reduction, satisfaction, or settlement of such Claims.
- e. **Litigation of Claims.** If, at any time during the Term of this Agreement, a claim shall arise for infringement or unfair competition as to any of the rights which are the subject of this Agreement, the parties may proceed jointly or separately to prosecute an action based on such claims.

- If the parties proceed jointly, the expenses (including attorneys' fees) and recovery, if any, shall be shared equally by the parties.
- If the parties do not proceed jointly, each party shall have the right to proceed separately, and if so, such party shall bear the costs of litigation and shall own and retain any and all recovery resulting from such litigation. If the Author, who holds the copyright, chooses not to proceed jointly with the Publisher, the Publisher has the right to request the Author's consent to initiate the legal action in the Author's name. The Author agrees to provide such consent to ensure the Publisher can pursue legal remedies effectively.
- Notwithstanding the foregoing, the Publisher has no obligation to initiate litigation on such claims and shall not be liable for any failure to do so.

13. General Provisions

- Force Majeure.** In the event that either party is unable to perform its obligations under this Agreement due to circumstances beyond control, including but not limited to acts of God, war, pandemic, government regulation, disaster, strikes, civil disorder, or any other emergency beyond the parties' control, the affected party shall be excused from performance for the duration of such event. Upon the conclusion of such an event, both parties agree to renegotiate timelines and obligations in good faith.
- Governing Law.** Regardless of the place of its physical execution, this Agreement shall be interpreted, construed and governed in all respects by the laws of the State of California.
- Dispute Resolution.** Any dispute arising under this Agreement shall be resolved through mediation, and if mediation fails, through binding arbitration, conducted in accordance with the rules of the American Arbitration Association, with the venue in San Jose, California. Mediation shall be completed within sixty (60) days, and arbitration shall commence within thirty (30) days following the conclusion of mediation, with costs shared equally by both parties.
- Modification of Agreement.** This Agreement may not be modified or altered except by a written instrument signed by both parties. No waiver of any term or condition of this Agreement, and/or of any breach or default under this

Agreement, shall be deemed a waiver of any other term, condition, or breach of this Agreement or any portion thereof.

- e. **Severability.** If any term or provision of this Agreement is found to be unenforceable for any reason, this Agreement shall remain in full force and effect and shall be fully enforceable on its remaining terms and conditions.
- f. **Withdrawal of Offer.** The Publisher shall have the right to withdraw its offer at any time prior to the delivery and execution of this Agreement by the Publisher.
- g. **Headings and Footers.** Headings and footers are for convenience only and are not to be deemed part of this Agreement.
- h. **Multiple Authors.** Whenever the term “Author” refers to more than one person, such persons will be jointly and severally responsible for all duties, obligations and covenants under this Agreement, and shall share equally in all royalties and other amounts to be paid under this Agreement, and shall be afford co-authorship credit in alphabetical order, unless otherwise specified in a writing signed by all parties.
- i. **Entire Agreement.** They Publisher and Author acknowledge that they have communicated with each other by letter, telephone and/or in person in negotiating this Agreement. However, the Author acknowledges and agrees that this Agreement, including any exhibits, riders and amendments hereto, supersedes and replaces all other communications between the Author and the Publisher, and represents the complete and entire agreement of the Author and the Publisher regarding the Work.
- j. **No Employment, Partnership or Other Relationship.** The parties acknowledge and agree that this Agreement is an arm’s length transaction between independently contracting parties, and no employment, partnership, joint venture, joint authorship, trustee, fiduciary, or other legal relationship is created between them.

14. Signatures

In witness whereof, the parties have executed this Agreement as of the Effective Date.

Author _____ _____
Author Name Date

Publisher _____ _____
Team Member Name, Lost Island Press Date