



# BREATHLESS PRESS AUTHOR'S CONTRACT

This contract is entered into on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Breathless Press (hereinafter "Publisher"), located at 15104 Deer Run Drive, SE Calgary AB, T2J 5M8, Canada, and \_\_\_\_\_ (hereinafter "Author") of (address) \_\_\_\_\_, concerning a work(s) presently known as \_\_\_\_\_ (title of book) \_\_\_\_\_ (hereinafter, "Work").

## I. WARRANTS

- A. The Work is free and clear of any counts of libel, plagiarism, breach of privacy or misrepresentation of facts;
- B. The Work does not infringe upon any copyright or proprietary right, common law or statutory law, and does not contain any material of libelous nature;
- C. The Work is not in the public domain and the Author is the sole owner and copyright holder of the work with full power to enter into this contract;
- D. If the Work has been previously published in whole or partly, the Author currently holds all copyright of the Work and is legally permitted to enter this agreement;
- E. The Author releases Publisher from any responsibilities relating to any legal actions incurred by the contents of the Work or the Author; and
- F. The Publisher will appropriate ISBNs for the Work.

## II. GRANTOR OF RIGHTS

The Author, on behalf of him/herself and his/her heirs, executors, administrators, and successors, agrees to grant the Publisher exclusive English language rights to produce, publish and sell the Work in electronic format, including email, download, disk, CD, or any other digital format known or to be invented.

## III. TERM OF CONTRACT

- A. Electronic Rights will be exclusive for three (3) years commencing on the date the Work becomes available for sale on the Publisher's site. After such time, the contract can continue if both parties agree.
- B. The author may terminate contract with a ninety (90) day written notice after the material has been for sale no less than eighteen (18) calendar months, via certified mail or other receipted delivery service. The publisher

will provide a full accounting of sales, submit payment on unpaid royalties with ninety (90) days of the termination notice, and all rights granted the Publisher will revert to Author.

C. Publisher may terminate contract at any time for reasons such as lack of cooperation or resolution of disagreements between author and publisher, slander or libel against the publisher, staff, or other authors, or failure to meet reasonable editing deadlines without notifying the publisher of a problem. Publisher must provide author with written notice of contract termination and author is not responsible for paying any editing, promotional, marketing, or book making fees.

D. During the term of the contract, the Work shall not be said to be “out of print”.

#### IV.

#### MANUSCRIPT PREPARATION

Author shall provide an acceptable, final revision of the manuscript in either Microsoft Word or RTF within the time agreed upon or this contract will be void. Author and Editor must work together to adhere to Breathless Press in house style guide which is built on the MLA Style Guide and Publisher preferences. Publisher will not be held liable for lost manuscripts or defective disks. It shall be the responsibility of the Author to maintain back-up copies of any and all work(s).

#### V.

#### ROYALTIES

A. Publisher agrees to pay to the Author, a royalty of thirty-five (35%) percent of the retail download price in United States dollars (USD) on all sales of the Work sold through the Publisher’s website and (35%) percent of gross less distributor cut on all sales of the Work sold through other vendors, distributors, bookstores, organizations, or other outlets of electronic books that sell the Work in association with the Publisher’s Name. If the Work is purchased on disk or CD, the royalty will also be thirty-five (35%) percent.

B. In order to stimulate sales, the Publisher reserves the right to lower the price of the Work after a reasonable amount of time if the price appears to be high (no sooner than three months).

C. Royalties shall be calculated and paid each month. Royalties shall be paid by check or Pay Pal. Payment arrangements, mutually agreed upon by the Publisher and the Author, shall be made for payment of royalties to Author if he/she resides outside of Canada.

D. The Author is responsible for paying his/her own taxes on all royalty payments received from Publisher and is advised to keep accurate records for tax purposes. It is the sole responsibility of the author to attain all proper documentation according to their federal laws governing taxes.

E. Author shall have the right, upon reasonable notice and during usual business hours but not more than once each year, to engage a certified public accountant to examine the books and records of Publisher relating to the author’s publication(s) at the place where such records are regularly maintained.

#### VI.

#### MARKETING AND PROMOTION

A. The Author shall provide the Publisher with biographical information, a photo (if author desires) and a suggested blurb for use on Publisher’s website. Author agrees to give Publisher the right to use the Author’s name, likeness, title of work and biographical material for publishing, advertising and promoting the Work. Publisher reserves the right to edit or rewrite the blurb submitted by Author.

- B. Publisher will provide cover art. Author cannot provide their own cover art unless that author is also a contracted artist with Publisher. Publisher is not required to use any image that author provides regardless if the image is original, rights owned, purchased, or otherwise.
- C. Publisher reserves final approval of art in consultation with Author.
- D. Author agrees to self-promote the Work to the best of his/her ability. If Author has his/her own website, the Work must be linked to the Publisher's website. With any promotional material the Author generates, the Author will consult with Publisher to insure proper use of the Publisher's name and/or other information.
- E. Author may use up to Three (3) chapters to post on his/her website or to give away as "teasers" to promote the work provided it includes a link to BREATHLESS PRESS. Authors may obtain up to Five (5) free copies of publication to use for promotions and marketing endeavors.
- F. Publisher will send out the work for review to no less than Three (3) review sites. Author is encouraged to solicit reviews along with Publisher. For added promotional purposes, Publisher and Author agree to notify each other as to what review sites submissions have been made.
- G. Author grants Publisher permission to include book information, excerpts, and bios in press releases to other industry resources that may include agents, print publishers, and other published authors.

## VII. ASSIGNMENT

- A. BREATHLESS PRESS may at any time sell itself, or the majority of itself, its holdings, or licenses. Current contracts would transfer to the new owner.
- B. Bankruptcy: If Breathless Press is legally judged bankrupt or liquidates its business, this Contract shall be terminated effectively and all rights granted to "BREATHLESS PRESS" shall be terminated.

## VIII. ENTIRE AGREEMENT

This Contract hereby constitutes the entire agreement between Author and Publisher and supersedes all previous agreements regarding the Work, whether oral or in writing. Modification of this contract may only occur in writing, signed by both parties.

Breathless Press utilizes electronic contracts for the convenience of our authors. In filling in the place reserved for your name and Social Security Number in this document you are providing a legally binding signature per the Electronic Signatures in Global and National Commerce act (see below).

The email used to return this contract will be saved in its entirety (including identifying headers and the IP address the email is sent from) for tracking purposes.

The owner of Breathless Press is entering into this contract in good faith and certifies their intent to honor it to its full extent by signing and sending the contract to the author.

"On June 30, 2000, Congress enacted the Electronic Signatures in Global and National Commerce Act(1) ("ESIGN" or "the Act"), to facilitate the use of electronic records and signatures in interstate and foreign commerce by ensuring the validity and legal effect of contracts entered into electronically. The Act went into effect in October 2000."

This act can be read in its entirety here:

<http://thomas.loc.gov/cgi-bin/query/z?i106:I03409:i106ELECTRIC.html>

Author Information

Author's Real Name: \_\_\_\_\_

Pseudonym (If Applicable): \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website URL: \_\_\_\_\_

Title of Work: \_\_\_\_\_

Author Bio (may be included in a separate file):

Social Security Number/Identification Number: \_\_\_\_\_

Do you prefer payment by Check or Paypal: \_\_\_\_\_

If check, please provide your postal address (if different from above):

If Paypal, please provide the e-mail address from which you wish to be paid: \_\_\_\_\_

Author's Contract Signature

Author's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

BREATHLESS PRESS Signatures

Publisher's Signature:

Breathless Press

Breathless Press

Address:

Website Address:

Publisher Email: