General Publishing Services LLC

NoCo Press • Slushpile Press • Slashpile Press

<u>Author Contract</u>

This contract is between General Publishing Services LLC and its imprints (NoCo Press, Slushpile Press, and Slashpile Press), henceforth known at the "Publisher," and _________________, of __________________, henceforth known as the "Author."

The Author has written a manuscript, tentatively titled _______________________________ , about ____, henceforth referred to interchangeably both as the "Manuscript" and as the "Book," depending on its publication status, and is giving the Publisher exclusive worldwide rights to edit, format, design, publish, distribute, sell, and promote it in paperback book, hardback book, e-book, audiobook, and screen-script formats.

1. Publisher's Obligations

a) The Publisher will not accept funding or payment for services from the Author.
b) The Publisher will edit, format, design, publish, distribute, sell, and promote the Manuscript / the Book in collaboration with the Author.
c) The Publisher will provide ISBNs and SKUs for each format of the Book.
d) The Publisher will print and distribute physical copies of the Book via Ingram Content Group and Ingram Spark. The Publisher will also distribute the Book in e-book and audiobooks formats.
e) The Publisher will recruit at least five people skilled at book-reading to read 1st round proof copies of the Book and provide input by answering a list of questions either in writing or in a verbal discussion with a representative of the Publisher.
f) The Publisher will provide the Author with one copy of the Book in paperback format at each stage of production: 1st proof, 2nd proof, and final. The Publisher will print 15-20 copies of the 1st round proofs of the Book and 5-8 copies of the 2nd round proofs.
g) The Publisher will maintain a page on their web site about the Author and the Book, including a link to purchase the Book.
h) The Publisher will arrange at least three Book signings and personally request that the Book be stocked in at least 10 bookstores within 100 miles of Fort Collins.
i) The Publisher will share sales data with the Author on a monthly or quarterly basis, depending on how often distributors provide that information.
j) If the Publisher fails to uphold the terms of this agreement, the Author must notify the Publisher in writing of its failures and provide a one-month grace period to rectify. If the Publisher fails to rectify the failures in one month, then the Author may exit the contract and retain Book rights.

2. Author's Obligations

a) The Author will provide the completed Manuscript to the Publisher by ___________________.
b) The Author will not ask for advance payment or advance royalties. **The Author acknowledges that, depending on the Book's sales, the Author may never receive any royalty payments**.
c) The Author grants the Publisher exclusive global publication, sale, and distribution rights to the Manuscript for 10 years, with the 10-year period beginning on the date of this signed contract. Thereafter, this contract will automatically renew annually unless or until the Author notifies the Publisher that they are withdrawing their book from publication or taking it to another publisher.

d) The Author will apply and pay for a U.S. copyright for the Manuscript in their name within six months of the date of this signed agreement. If the Author fails to apply for a U.S. copyright within six months, then they grant the Publisher the right to copyright the Manuscript in the Publisher's name, listing the Author as the writer, and the Publisher retains publication and distribution rights for the lifetime of their copyright.
e) The Author will actively participate in the editing, design, distribution, sale, marketing, and outreach processes in a timely fashion and to be reasonably available to collaborate with the Publisher. If the Author does not respond to the Publisher for a period of two weeks (unless notification for an absence has been given) then the Publisher has the option to continue to work on and publish the Manuscript without the Author's involvement.
f) The Author will provide the Publisher with at least two quality "head shot" photographs for use on the book cover and promotional purposes. The Author agrees to be photographed with the proof and final versions of the print book for promotional purposes, and to be photographed at Book-related events for promotion online.
g) The Author will recruit at least five people skilled at book-reading to read 1st round proof copies of the Book and provide input by answering a list of questions either in writing or in a verbal discussion with a representative of the Publisher.
h) The Author understands that the editing will be conducted by Heather Bennetts and interns, and that no other editors or proofreaders will be hired.
i) The Author will purchase a web site domain name, that is either their name or the title of the Book, within 120 days of the date of this signed agreement, and maintain a web site that promotes their Book and includes a link to purchase it (provided by the Publisher when an ISBN has been assigned to the final version).
j) It is the Author's responsibility to provide a suitable recording if an audiobook format is desired.
k) The Author may purchase additional copies of the Book at full list price plus sales tax from the Publisher, and re-sell these copies at any price. The Author may not print, replicate, sell, or distribute unauthorized copies of the Manuscript or Book, in any format, including audiobook.
l) The Author will attend at least three Book signings within 100 miles of Fort Collins.
m) If the Author fails to uphold the terms of this agreement, the Publisher must notify the Author in writing of their failures and provide a one-month grace period to rectify. If the Author fails to rectify the failures in one month, then the Publisher may exit the contract and retain the rights to the Manuscript for 10 years and may proceed with its publication, unless a reimbursement agreement is reached with the Author.

3. Mutual Obligations

a) The Author and Publisher agree that the Book will be released under the __________ imprint.
b) The Author and Publisher agree that the paperback book list price will be between $____ and $_____, the hardback book list price will be between $____ and $____, the e-book list price will be between $____ and $____, and the audio book list price will be between $____ and $____.
c) The Author and Publisher agree to strive for the paperback and e-books formats of the Book to have a final release date of _____________________.
d) The Author and Publisher agree to collaborate throughout the process but acknowledge that the Publisher has final say and makes the final decisions. If the Author requires any inclusions or exclusions in the Book they must be noted here or waived:

e) If mutually agreed upon, the Author and Publisher can terminate or amend this contract, or portions thereof, at any time in writing. Any disputes regarding this contract that cannot be resolved between the Publisher and Author must be taken to a mediator, with the expense paid by the complainant party unless determined otherwise by the mediator.

f) The Author and Publisher agree to not disparage the other, whether in spoken word or in print or in online writings or online posts, such as to social media. The parties agree to discuss any disparaging thoughts with a mediator to resolve them.
g) Neither the Publisher nor the Author will be liable for inadequate performance to the extent caused by *force dejeure* (such as a natural disaster, act of war or terrorism, riot, governmental in/action, or internet disturbance) that is beyond their reasonable control.
h) The Author shall defend, indemnify and hold harmless the Publisher and its entities, agents, and servants from all claims, suits, judgments, or actions that arise out of, pertain to, or relate to: the editing, publication, distribution, and marketing of the Book, the performance of any work required by this agreement, and any incorrect, libelous, or slanderous statements in the Book.

4. Distribution and Royalties

a) The Author agrees to a retailer / wholesaler discount of 50% to 55% off the list price of the Book, as per industry standards and most distributors' requirements.
b) The Publisher will receive and keep all Book sale proceeds (henceforth known as "Net") until the Publisher has received $ 600.00 as business income to offset its expenses, which include but are not limited to: ISBNs, UPC codes, proof copies, software subscriptions, program fees, registrations, promotional materials, and office supplies. The Net is the profit received after all costs, fees, and expenses related to the Book's sale are subtracted. After the Publisher has received $ 600.00 , the Publisher and Author will split the Net in equal shares of 50%-50%. The Author's 50% share of the Net may also be more commonly known as a royalty. If the Author's royalties are $5.00 or more in a quarter, the Author will be paid within 15 days of the end of the quarter. If the royalties are less, they will roll over into the next quarter until $5.00 is reached.
c) The Author acknowledges that distributors, booksellers, and other third parties may withhold book sale funds until they reach a certain threshold amount (such as a $20 minimum) before they pay the Publisher, who can then pay the Author. The Author acknowledges that booksellers, distributors, and other third parties may also withhold additional funds as insurance in case books are returned or unsold, and that the cost of that inventory and/or its shipping may be deducted from the sale funds and the Net. If the Author makes their own request to a bookseller to stock the Book, and unsold or returned inventory of the Book is later deducted from the Publisher's account, that amount will be deducted from the Author's share of the Net.
d) *Hypothetical examples* of costs, fees, and Nets from anticipated distribution channels are illustrated in the attached charts on pages 5-6. Both the Publisher and Author acknowledge that these are strictly *hypothetical examples* and that the amounts and distribution channels may change, and that the page-length and physical size of the Book are not yet finalized.

5. Ownership

a) The Author attests that the Author is the sole proprietor of the Manuscript, that the Manuscript does not infringe on any existing copyright, that the Manuscript has not been previously published, and to the best of the Author's knowledge, it does not contain any unlawful matter. The Author shall indemnify the Publisher against any claim, demand, or recovery sustained in any proceedings brought against the Publisher by reason of any violation of proprietary rights or copyright, or any unlawful or libelous matter contained in the Book.
b) Unless they fail to copyright the Manuscript (as per section 2.), the Author owns the Manuscript and is granting the Publisher the exclusive worldwide rights for its publication (in all formats), distribution, sale, and promotion for 10 years (as per section 2.)
c) The Author may sell the rights to the Book if the Publisher, General Publishing Services, receives 25% of any and all compensation that the Author receives in connection to its sale, including but not limited to advance payments, bonuses, royalties, residuals, and compensation-in-kind.

6. Artificial Intelligence and Originality

a) The Publisher attests that artificial intelligence (commonly known as A.I.) or any other form of computer writing assistance will not be used to write the Book or design the cover, with the exception of spell-checking and grammar-checking programs to review original written material, and the exception of programs like Canva and Photoshop to assist with enhancing the cover.
b) The Author attests that artificial intelligence (commonly known as A.I.) or any other form of computer writing assistance will not be used to write the Book or design the cover, with the exception of spell-checking and grammar-checking programs to review original written material, and the exception of programs like Canva and Photoshop to assist with enhancing the cover.
c) The Author attests that they personally wrote 100% of the Manuscript, without the use of generative A.I. or computer writing assistance. The Author also attests that they did not copy or plagiarize any material, unless otherwise properly noted and credited. Furthermore, the Author warrants that they have the rights to use any images, photographs, or art work in the Book, and that they are human-created and not computer-generated (re-touching and editing is allowed).

This contract is freely entered into on ______________________, and signed by the Author and the authorized representative for the Publisher. Any changes in the contact information below must be reported to the other party within two weeks.

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__________________________________	__________________________________
Date	Date

Chart 1: Estimated, hypothetical income for a 400-page, 5.5"x8.5" paperback book with a retail price of $18.00

Print run size	**Point of sale**	**Retail price**	**Book cost**	**Distribution fee**	**Retailer discount**	**Fulfillment fees**	***Net***	***Author share***	***Publisher share***
1	Bookstores (via distribution catalog)	18.00	7.17	0.34	9.00		*1.49*	*0.75*	*0.75*
1	Amazon (U.S.,via distribution catalog)	18.00	7.17	0.34	9.00		*1.49*	*0.75*	*0.75*
1	Web site (author's, Ingram fulfillment)	18.00	7.17		4.50	3.50	*2.83*	*1.42*	*1.42*
1-99	In person (hand-delivered)	18.00	8.60				*9.40*	*4.70*	*4.70*
1-99	Web site (Publisher's, free shipping)	18.00	8.60			5.50	*3.90*	*1.95*	*1.95*
100	In person (hand-delivered)	18.00	8.27				*9.73*	*4.87*	*4.87*
100	Web site (Publisher's, free shipping)	18.00	8.27			5.50	*4.23*	*2.12*	*2.12*
300	In person (hand-delivered)	18.00	7.98				*10.02*	*5.01*	*5.01*
300	Web site (Publisher's, free shipping)	18.00	7.98			5.50	*4.52*	*2.26*	*2.26*
400	In person (hand-delivered)	18.00	7.78				*10.22*	*5.11*	*5.11*
400	Web site (Publisher's, free shipping)	18.00	7.78			5.50	*4.72*	*2.36*	*2.36*
500	In person (hand-delivered)	18.00	7.45				*10.55*	*5.28*	*5.28*
500	Web site (Publisher's, free shipping)	18.00	7.45			5.50	*5.05*	*2.53*	*2.53*
n/a	**E-BOOK: Draft2Digital**	**6.99**	**0.00**			**0.73**	***4.16***	***2.08***	***2.08***

Author initials: *Publisher initials:*

Chart 2: Estimated, hypothetical income for a 250-page, 5.5”x8.5” paperback book with a retail price of $15.00

Print run size	Point of sale	Retail price	Book cost	Distribution fee	Retailer discount	Fulfillment fees	*Net*	*Author share*	*Publisher share*
1	Bookstores (via distribution catalog)	15.00	4.98	0.28	7.50		*2.24*	*1.12*	*1.12*
1	Amazon (U.S.,via distribution catalog)	15.00	4.98	0.28	7.50		*2.24*	*1.12*	*1.12*
1	Web site (author's, Ingram fulfillment)	15.00	4.98		3.75	3.50	*2.77*	*1.39*	*1.39*
1-99	In person (hand-delivered)	15.00	6.23				*8.77*	*4.39*	*4.39*
1-99	Web site (Publisher’s, free shipping)	15.00	6.23			5.00	*3.77*	*1.89*	*1.89*
100	In person (hand-delivered)	15.00	6.01				*8.99*	*4.50*	*4.50*
100	Web site (Publisher’s, free shipping)	15.00	6.01			5.00	*3.99*	*2.00*	*2.00*
300	In person (hand-delivered)	15.00	5.78				*9.22*	*4.61*	*4.61*
300	Web site (Publisher’s, free shipping)	15.00	5.78			5.00	*4.22*	*2.11*	*2.11*
400	In person (hand-delivered)	15.00	5.65				*9.35*	*4.68*	*4.68*
400	Web site (Publisher’s, free shipping)	15.00	5.65			5.00	*4.35*	*2.18*	*2.18*
500	In person (hand-delivered)	15.00	5.50				*9.50*	*4.75*	*4.75*
500	Web site (Publisher’s, free shipping)	15.00	5.50			5.00	*4.50*	*2.25*	*2.25*
n/a	**E-BOOK: Draft2Digital**	**4.99**	**0.00**			**0.52**	***2.97***	***1.48***	***1.48***

 Author initials: *Publisher initials:*