

# Momaya Press Publishing Agreement

This contract is entered into on the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, between Momaya Press (hereinafter known as “Publisher”) located at 70 Dinsmore Road, London SW12 9PS, United Kingdom and \_\_\_\_\_, whose residence is \_\_\_\_\_ (hereinafter known as “Author”);

WITNESSETH:

In consideration of the mutual covenants herein contain, the parties agree as follows:

## I. Binding Jurisdiction:

The Contract is considered legal and binding in all countries. If there should be any legal dispute, the laws of the United Kingdom (UK) shall apply.

## II. Grant:

A. The Author hereby grants and assigns to the Publisher the exclusive rights to publish in the English language in book form in all countries of the world, a Work now entitled \_\_\_\_\_ (hereinafter called the Work), which title may be changed only by mutual consent in writing.

B. The Author, on behalf of himself and his heirs, executors, administrators, successors and assignees, agrees to grant the Publisher exclusive rights to produce, publish and sell in electronic format (including email, download, disk, CD, or any other digital format known or to be invented), or in print form, the Work.

## III. Representations and Warranties

The Author hereby represents and warrants to the Publisher that:

A. 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.

B. If the Work has been previously published in whole or part, the Author currently holds all copyrights to the Work and is legally permitted to enter this agreement.

C. The Work is free and clear of any counts of libel, plagiarism, breach of privacy or misrepresentation of facts.

D. 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.

E. The Author releases the Publisher from any responsibilities relating to any legal actions incurred by the contents of the Work or the Author.

F. The warranties contained in this article do not extend to drawings, illustrations, insofar as not furnished by the Author, or to any other material not furnished by the Author.

These representations contained herein are true on the date of the signing of this contract.

#### IV. Manuscript Preparation and Delivery:

A. Author shall provide an acceptable, final revision of the manuscript in Microsoft Word. If the Work is not delivered to the Publisher within three (3) months of the signing of this Agreement, or other time the time agreed upon, the Publisher may, at its option, terminate this agreement by notice in writing posted or delivered to the Author. Publisher will not be held liable for lost manuscripts or defective disks. Author should always keep a backup copy of the manuscript.

B. When the Publisher considers it necessary, it shall have the right in its sole discretion to call upon the Author to revise the Work, and the Author shall make such revisions. The provisions of this agreement shall apply to revision of the Work by the Author as though any such revision were the original Work being published for the first time, except that the manuscript of the revised Work shall be delivered in final form by the Author to the Publisher within a reasonable amount of time; further, no initial payment shall be made in connection with such revision. Should the Author not provide the revision within a reasonable time, or should the Author be deceased, the Publisher may have the revision done and charge the cost of such revision against royalties due or that may become due the Author, and may display in the revised Work, and in advertising, the name of the person or persons who revised the Work.

#### V. Publication:

The Publisher agrees to publish the Work in book form at its own expense at a catalogue retail price mutually set with the Author based on length, comparable works, publication format, not later than twelve months after the delivery of the completed Work. In the event of delay from causes beyond the control of the Publisher, the publication date may be postponed accordingly, but not to exceed eighteen months from the delivery of the completed work.

#### VI. ISBN :

The Publisher will obtain appropriate ISBNs for the Work under the name of the imprint, Momaya Press.

#### VII. Editing and Proofreading:

The Publisher shall make no changes in, additions to, or eliminations from the manuscript without the consent of the Author, and in order to obtain such consent, shall submit the copy-edited manuscript to the Author for his approval. The Author agrees to return such proof to the Publisher with his corrections within thirty (30) days of the receipt thereof by him.

#### VIII. Royalties and Statements

A. The Publisher will pay to the Author as an advance payment against all monies accruing to the Author under this agreement the sum of: None

B. Publisher agrees to pay to the Author, a royalty of 50% of all Publisher net revenues from sales of the Work through the Publisher's website, Print editions by print run or Publish on Demand (POD), and e-sales. Determination of royalties are based upon verified sales minus returns.

C. 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 too high (no sooner than six months). The Publisher also reserves the right to promote free giveaways of the Work to generate interest and sales.

E. Royalties shall be calculated and paid no later than forty-five (45) days following the end of each calendar quarter for net revenues received by the Publisher that quarter. Royalties shall be paid by Paypal, unless previous arrangements are made with the Author. Payment arrangements, mutually agreed upon by the Publisher and the Author, shall be made for payment of royalties to Author if he resides outside the UK. Any withheld royalties shall be made immediately upon contract termination.

F. No royalty shall be paid on paper or digital copies distributed to the author, or for review, advertising, publicity, promotional purpose, samples, or other similar purposes, or on copies sold below or at cost.

G. Royalties from sales through various distributors and outlets, will be paid to Author contingent on net revenue payments received from distributor. In most cases, distributors pay Publishers every sixty to ninety days for sales through their channels during those time frames.

H. The Author is responsible for paying his own taxes on all royalty payments received from Publisher and is advised to keep accurate records for tax purposes.

I. In all instances in which the Author shall have received an overpayment of monies under the terms hereof, the Publisher may deduct such overpayment from any further sums payable to the Author in respect to the Work.

J. The Author or his duly authorized representatives shall have the right upon written request to examine the books of account of the Publisher insofar as they relate to the Work and any other of the Author's works under contract to the Publisher. Such examination shall be at the cost of the Author unless errors of accounting amounting to ten percent (10%) or more of the total sum paid to the Author shall be found to his disadvantage, in which case the cost shall be borne by the Publisher. The Publisher shall pay the Author any sums due within sixty (60) days.

#### IX. Author's Copies:

The Author may purchase copies of the Work through the publisher for his personal use at cost plus the price of shipping.

#### X. Remainders and Overstock:

A. If, in the opinion of the Publisher, the Work shall become unsalable in the ordinary channels of the trade the Publisher may at its option sell part or all of the remaining copies as "remainders" after first informing the Author of its intention to do so.

B. The Author shall receive a royalty of ten percent of the amount of the Publisher's sale price secured over the cost of production for all copies of overstock which the Publisher deems it expedient to sell at "remainder" prices, i.e., at less than half of the catalog retail price, except when these are sold at or below cost, in which case no royalty shall be paid.

#### XI. Subsidiary Rights:

A. The further and additional rights referred to in this agreement are hereby defined to include the subsidiary rights enumerated below, net proceeds to be shared by the Author and the Publisher equally (50-50), less only such direct expenses, including agent's commissions, as shall be incurred by the Publisher in disposing of such rights:

Abridgment, condensation, or digest

Anthology or quotation

Book clubs or similar organizations

Reprint

Special editions

Second serial and syndication (including reproduction in compilations, magazines, newspapers, or books)

Film, TV and Recorded Media (such as audiobooks)

B. All revenue derived from the sale of rights not specifically enumerated, whether now in existence or hereinafter coming into existence, shall be shared equally by the Author and the Publisher.

C. All such rights shall be disposed of by the sale, lease, license, or otherwise by the Publisher who for that purpose is constituted the attorney-in-fact of the Author. The Author agrees to sign, make, execute, deliver and acknowledge all such papers, documents and agreements as may be necessary to effectuate the grants herein above contemplated. In the event that the Author shall fail to do so, they may be signed, executed, delivered and acknowledged by the Publisher as the attorney-in-fact of the Author with the same full force and effect as if signed by the Author. All sums due under this Agreement shall be paid to the Author by check from the Publisher, which shall be a receipt proof of the full and valid discharge of the Publisher's obligations and who shall act with the authority of the Author in all matters arising out of this agreement.

## XII. 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. Cover art will be provided by Publisher. If the Author has his own cover art, the Author must warrant that the provided art is either owned by the Author or that it does not infringe on any copyright.

C. Publisher reserves final approval of art in consultation with Author.

D. Publisher agrees to distribute the Work on its own website, and by contract to selected distributors.

E. Author agrees to self-promote the Work to the best of his ability. If Author has his 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 Publisher's name and/or other information.

F. Author may use up to 3 chapters (or 7500 words, or 10% of the total Work) to post on his website or to give away as "teasers" to promote the work provided it includes a link to Momaya Press.

G. Publisher will send out the work for review to no less than three review sites. Author is encouraged to solicit reviews along with the Publisher. For added promotional purposes, Publisher and Author agree to notify each other as to what review sites submissions have been made.

## XIII. Reversion and Termination:

A. At any time after two years from the date of first publication, but not before, the Publisher may on three months' notice in writing to the Author or his representative discontinue publication, and in that event this agreement shall terminate and all rights hereunder shall revert to the Author at the expiration of said three (3) month period.

B. If the Publisher shall, during the existence of this agreement, default in the delivery of quarterly statements or in the making of payments as herein provided and shall neglect or refuse to deliver such statements or make such payments, or any of them, within thirty (30) days after written notice of such default, this agreement shall terminate at the expiration of such thirty (30) days without prejudice to the Author's claim for any monies which may have accrued under this agreement or to any other rights and remedies to which the Author may be entitled.

C. If the Publisher shall fail to publish the Work within the period in Paragraph 4 provided, or otherwise fail to comply with or fulfill the terms and conditions hereof, or in the event of bankruptcy, etc., as in Paragraph 13 hereof provided, this agreement shall terminate and the rights herein granted to the Publisher shall revert to the Author. In such event all payments theretofore made to the Author shall belong to the Author without prejudice to any other remedies which the Author may have.

D. Upon the termination of this agreement for any cause under this Article or Article 13 hereof, all rights granted to the Publisher shall revert to the Author for his use at any time and the Publisher shall return to the Author all property originally furnished by the Author.

#### XIV. New Owner, Bankruptcy, or Dissolution of the Publisher:

A. Transfer to New Owner: "Momaya 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 the owners of "Momaya Press", is legally judged bankrupt this Contract shall be terminated effectively and all rights granted to "Momaya Press" shall be terminated.

C. Dissolution: If "Momaya Press" dissolves itself, this Contract shall be terminated effectively and all rights granted to "Momaya Press" shall be terminated.

#### XV. Reserved Rights:

All rights in the Work now existing, or which may hereafter come into existence, not specifically herein granted are reserved to the Author for his use at any time. Reserved publication rights include, but are not limited to, the right to publish or cause to be published in any form, excerpts, summaries of the Work, thereof, not to exceed seventy-five hundred (7,500) words or 10% of the Work.

#### XVI. Assignment:

No assignment of this contract, voluntary or by operation of law, shall be binding upon either of the parties without the written consent of the other; provided, however, that the Author may assign or transfer any monies due or to become due under this agreement.

#### XVII. Arbitration:

Any controversy or claim arising out of this agreement or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining. Such arbitration shall be held in the county of Litchfield CT, USA unless otherwise agreed by the parties. The Author may, at his option, in the case of failure to pay royalties, refuse to arbitrate, and pursue his legal remedies.

#### XVIII. Notices:

Any written notice required under any of the provisions of this agreement shall be deemed to have been properly served by delivery in person or by mailing the same in paper or by electronic means to the

parties hereto at the addresses set forth above, except as the addresses may be changed by notice in writing; provided, however, that notices of termination shall be sent by registered mail.

**XIX. Waiver:**

A waiver of any breach of this agreement or of any of the terms or conditions by either party thereto, shall not be deemed a waiver of any repetition of such breach or in any wise affect any other terms or conditions hereof; no waiver shall be valid or binding unless it shall be in writing, and signed by the parties.

**XX. Infringement:**

If during the existence of this agreement the copyright shall be infringed, the Publisher may, at its own cost and expense, take such legal action, in the Author's name if necessary, as may be required to restrain such infringement or to seek damages therefor. The Publisher shall not be liable to the Author for the Publisher's failure to take such legal steps. If the Publisher does not bring such an action, the Author may do so in his name at his own cost and expense. Money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall belong to the Author, provided, however, that any money damages recovered on account of a loss of the Publisher's profits shall be divided equally between the Author and the Publisher.

**XXI. Documents:**

If any of the rights granted to the Publisher revert to the Author, the Publisher shall execute all documents which may be necessary or appropriate to re-vest all such rights in the Author.

**XXII. Law:**

This agreement shall be construed in accordance with the laws of the United States of America.

**XXIII. Inheritance:**

This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the Author, and upon and to the successors and assigns of the Publisher.

**XXIV. Alteration:**

This agreement may not be modified, altered or changed except by an instrument in writing signed by the Author and the Publisher.

**XXV. Approval:**

Notwithstanding anything to the contrary herein contained, the Publisher shall obtain the Author's written advance approval of any jacket, cover design, CD Label design, including the text thereof, to be used in connection with the Work, and of any contracts with third parties for the publication of the Work; which approval shall not be unreasonably withheld.

**XXVI. 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.

**XXVII. Delivery of Contract:**

This agreement shall not be binding on either the Publisher or the Author unless it is signed by both parties and delivered to the Publisher within a period of two months from the date of the agreement.

XXVIII. Signatures:

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective hands and seals the day and year written.

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

Pseudonym (if any): \_\_\_\_\_

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

City, State, Postal Code, Country: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Tax Identification Number : \_\_\_\_\_

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

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

MOMAYA PRESS: \_\_\_\_\_

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