

CROSSLINK PUBLISHING CONTRACT



This publishing agreement (“Agreement”) is entered into as of Effective Date by and between CrossLink Publishing, P.O. Box 1232, Rapid City, SD 57709 (“Publisher”), and Author, Address, SSAN, DOB, and citizenship, (“Author”) concerning a work presently titled Book Title (“Work”) and described as a work of Christian Fiction/Textbook/Study.

GRANT OF RIGHTS

1. **Grant of Rights.** Author, on behalf of him/herself and his/her heirs, executors, administrators, successors, and assigns, exclusively grants, assigns, and otherwise transfers to Publisher and its licensees, successors, and assigns, the following specific rights in the Work for the full term of copyright in the Work and throughout the world. All rights not expressly granted to Publisher are hereby reserved exclusively by Author.
 - 1.1. The rights to print, publish, distribute, sell, and generally exploit the Work in volume form, including both hardcover and softcover editions.
 - 1.2. The right to use and generally exploit the Work in the form of abridged and/or unabridged sound recordings of the verbatim text of the Work, without the use of any other or additional material of any kind except incidental musical interludes and spoken introductory and explanatory segments, in the form of audiocassettes, compact discs, or similar audio products.
 - 1.3. The right to use and generally exploit the Work in the form of an abridged and/or unabridged “electronic book,” without the use of any additional material of any kind, in any and all electronic and/or digital media, including, by way of example only, portable digital storage media such as disks and diskettes and online computer services on the Internet or other computer-based networks.
2. **Territory.** The rights granted to Publisher in this Agreement may be exploited throughout the world.
3. **Term.** The rights granted to Publisher in this Agreement may be exploited in perpetuity.

AUTHOR COMPENSATION

4. **Royalties on Publisher’s Editions.** For each copy of the Work published by the Publisher under this Agreement, Publisher shall credit Author’s account with a royalty of 10% of the Suggested Retail Price on all Net Copies Sold. “Net Copies Sold,” as used in this Agreement, means the sale less returns of any and all copies of the Work sold by Publisher through conventional channels of distribution in the book trade, and does not include promotional and review copies or copies for which a royalty rate is otherwise set forth in this agreement.

THE MANUSCRIPT

5. **Delivery of Manuscript.** Author agrees to deliver the manuscript of the Work in the English language in its entirety (“the Manuscript”) to the Publisher in the form of a computer readable file in a format and word-processing program as Publisher may specify and shall otherwise be acceptable to Publisher in form and content.
6. **Artwork, Permissions, Index, and Other Materials.** Author shall deliver to Publisher, at Author’s sole expense, not later than the date(s) as may be designated by Publisher, each of the following:
 - 6.1. Original art, illustrations, maps, charts, photographs, or other artwork (collectively “Artwork”) as Author and Publisher may jointly agree upon and approve.
 - 6.2. An index, bibliography, table of contents, foreword, introduction, preface, or similar matter (“Frontmatter” and “Backmatter”).
 - 6.3. Written authorizations and permissions for the use of any copyrighted or other proprietary materials (including but not limited to Artwork, Backmatter, and/or Frontmatter) owned by any third party which appear in the Work and written releases and consents by any person or entity described, quoted, or depicted in the Work (collectively “Permissions”).
 - 6.4. If the Publisher, in its sole discretion deems the Manuscript, Artwork, Frontmatter and/or Backmatter, Permissions and/or any other materials delivered by Author under this Agreement to be unacceptable in form or substance, then Publisher shall so advise Author and Author shall have the opportunity to cure any defects and generally revise, correct and/or supplement the Manuscript, Artwork, Frontmatter and/or Backmatter, Permissions and/or other materials.

PUBLICATION

7. **Editing and Publication Format.** Publisher shall have the right to edit and revise the Work for any and all users contemplated under this Agreement, provided that the meaning of the Work is not materially altered. Publisher shall have the right to manufacture, distribute, advertise, promote, and publish the Work in a style and manner which Publisher deems appropriate, including typesetting, paper, printing, binding, cover and/or jacket design, imprint, title, and price. Publisher agrees that Author shall have the right to review and approve or disapprove the title of the Work, and Author shall be reasonably consulted on cover design of the Work in book form. Notwithstanding any editorial changes or revisions by Publisher, Author’s warranties and indemnities under this Agreement shall remain in full force and effect.
8. **Proofs.** Publisher shall furnish Author with a proof of the Work. Author agrees to read, correct, and return the proof copy within fourteen (14) days of receipt thereof. If any changes in the proof sheets or the printing plates (other than corrections of printer’s errors) are made at Author’s request or with Author’s consent, then the cost of such changes in excess of 5% of the cost of typesetting shall be paid by Author. If Author fails to return the corrected page proofs within the time set forth above, Publisher may publish the Work without Author’s approval of the proof.

9. **Time of Publication.** Publisher agrees that the Work, if published, shall be published within four (4) months of the Final Delivery Date, except as the date of publication may be extended by forces beyond Publisher's control. The date of publication as designated by Publisher, but not later than the date of first delivery of bound volumes, shall be the "Publication Date" for all purposes under this agreement.
10. **Author's Copies.** Publisher shall provide author with two (2) copies, free of charge, of each Work published by Publisher. Author shall be permitted to purchase additional copies of the Work, at the normal dealer discount (plus shipping & handling), to be paid upon receipt of Publisher's invoice, for Author's personal use or resale.
11. **Advertising and Promotion.** Publisher shall have the right to determine the time, place, method, and manner of advertising, promotion, and other exploitation of the Work, except as Author and Publisher may set forth in writing. In addition, the Author shall make a reasonable effort to engage in public expression to promote the sale of the Work whenever appropriate and in coordination with the Publisher's promotional efforts.
12. **Use of Author's Name and Likeness.** Publisher shall have the right to use, and to license to others to use, Author's name, image, likeness, and biographical material for advertising, promotion, and other exploitation of the Work and other rights granted under this Agreement.

COPYRIGHT

13. **Copyright Notice and Registration.** Publisher shall, in all versions of the Work published by Publisher under this Agreement, place a notice of copyright in the name of the Author in a form and place that Publisher reasonably believes to comply with the requirements of the United States copyright law. Nothing contained in this section shall be construed as limiting, modifying, or otherwise affecting any of the rights granted to Publisher under this Agreement.
14. **Copyright Infringement.** 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 that 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, either or both parties 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. Notwithstanding the foregoing, Publisher has no obligation to initiate litigation on such claims, and shall not be liable for any failure to do so.

ACCOUNTING

15. **Accounting.** Publisher shall render to Author a statement of Net Units sold from sale of Publisher's editions and other credits and debits relating to the Work and the rights granted in this Agreement, and pay Author any amount(s) then owing, for each six-month accounting period, not later than thirty (30) days following the close of each period.
- 15.1. As used herein, "Net Units" shall refer to copies of the Work in any Publisher's edition actually sold and delivered, net of returns, damaged or spoiled copies, and promotional copies.
- 15.2. Publisher shall have the right to debit the account of the Author for any overpayment, and any and all costs, charges, or expenses which Author is required to pay or reimburse Publisher under this Agreement, and any amounts owing Publisher under any other agreement between Publisher and Author.

WARRANTIES, REPRESENTATIONS, AND INDEMNITIES

16. **Author's Representations and Warranties.** Author represents and warrants to Publisher that: (i) the Work is not in the public domain; (ii) Author is the sole proprietor of the Work and has full power and authority, free of any rights of any nature whatsoever by any other person, to enter into this Agreement and to grant the rights which are granted to Publisher in this Agreement; (iii) the Work has not heretofore been published, in whole or in part, in any form; (iv) the Work does not, and if published will not, infringe upon any copyright, trademark, or any other intellectual property rights or other proprietary rights of any third party; (v) 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; (vi) all statements of fact in the Work are true and are based on diligent research; (vii) all advice and instruction in the Work is safe and sound, and is not negligent or defective in any manner; (viii) the Work, if biographical or "as told to" Author, is authentic and accurate; and (ix) Author will not hereafter enter into any agreement or understanding with any person or entity which might conflict with the rights granted to Publisher under this Agreement.
17. **Author's Indemnity of Publisher.** Author shall indemnify, defend, and hold harmless Publisher, its subsidiaries and affiliates, and their respective shareholders, officers, directors, employees, partners, associates, affiliates, joint venturers, agents, and representatives, 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 of the foregoing warranties and representations or any other obligation of Author under this Agreement, and any and all liabilities, losses, expenses (including attorneys' fees and costs) and damages in consequence thereof.

CESSATION OF PUBLICATION

18. **Remainders.** If Publisher determines that there is not sufficient demand for the Work to enable it to continue its publication and sale profitably, the Publisher may dispose of the copies remaining on hand as it deems best. Royalties on these copies will be paid at 10% of actual sale price.

19. **Reversion of Rights.** If the Work goes out of print in all Publisher's editions, Author shall have the right to request that Publisher reprint the Work. Publisher shall have four (4) months after receipt of such written request from Author to comply, unless prevented from doing so by circumstances beyond Publisher's control. If Publisher declines to reprint Work as described above, then Author may terminate this Agreement upon sixty (60) day's notice in writing. Upon such termination, all rights granted under this Agreement, except the rights to dispose of existing stock, shall revert to Author, subject to all rights which may have been granted by Publisher to third parties under this Agreement, and Publisher shall have no further obligations or liabilities to Author except that Author's earned royalties shall be paid when and as due. The Work shall not be deemed out of print within the meaning of this section so long as the Work is available for sale either from stock in Publisher's, distributor's, or licensee's warehouse, or in regular sales channels.

20. **Entire Agreement.** Author acknowledges and agrees that this Agreement supersedes and replaces all other communications between Author and Publisher, and represents the complete and entire agreement of Author and Publisher regarding the Work.

21. **No Employment or Other Relationship.** The parties acknowledge and agree that this Agreement is an arm's length transaction between independently contracting parties, and no partnership, joint venture, trust, employer-employee relationship, or other legal relationship is created between them.

22. **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, unless otherwise specified in writing signed by all parties.

23. **Force Majeure.** Publisher's obligations under this Agreement shall be extended by a period equal to any period of force majeure that prevents Publisher from performing such obligations.

24. **Binding on Successors.** This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of Author, and the successors, assigns, and licensees of Publisher.

25. **Applicable Law.** This agreement shall be interpreted, construed, and governed in all respects by the laws of the state of South Dakota.

26. **Arbitration.** Any disputes between the parties shall be settled by binding arbitration at Pennington County, South Dakota, to be conducted by the American Arbitration Association in accordance with its commercial rules. The arbitrator's award, which shall be final, may be entered as a judgment in any court of competent jurisdiction. In all court proceedings between the parties, such as a court proceeding to enforce a binding award, the prevailing party shall be entitled to its reasonable attorney's fees and costs in addition to any other relief to which it may be entitled. Notwithstanding the foregoing, all claims involving amounts within the monetary jurisdiction of the Small Claims Division of the Municipal court of Rapid City, Pennington County, South Dakota, will be resolved in that court without resort to arbitration.

27. Signature Block.

IN WITNESS THEREOF, Author and Publisher have executed this Agreement as of the Effective Date.

"AUTHOR"

"PUBLISHER"

Author Name

CrossLink Publishing

By: 

Title: Director