

To: YOU (Future Author)
From: Write Way Publishing Company (Publisher)
Re: Publishing Agreement

Write Way Publishing Company (WWPC) (Publisher) is delighted to offer this customized publishing contract and agreement to _____ (**Author**) to help prepare, publish, and assist with the promotion of your book titled xxxxx. Congratulations!

Our Commitment to Authors

Write Way Publishing Company (WWPC) is a one-stop-shop for all author-publishing needs. Our goal is to provide and deliver expert services, clear guidance, coaching, and the most extraordinary value possible for you at the best price.

Author services we provide ...

- *author coaching and writing support to ensure manuscript completion*
- *developmental and copy editing*
- *book formatting with interior layout and design services*
- *graphic design, illustrations, and book cover design*
- *publishing services with printers linked to Amazon, Barnes & Noble and online retailers*
- *book launch and promotion services to help authors sell books*
- *coaching services and resources helping authors learn how to speak about their book*
- *publishing packages, a la carte services and book marketing support*
- *... and more! Visit www.WriteWayPublishingCompany.com*

Authors who publish with Write Way Publishing ...

- *retain 100% of the rights for and ownership of their work.*
- *receive 100% of all royalty payments earned directly from Amazon.com and other online retailers.*
- *keep 100% of profit from any retail sales and any direct sales.*
- *receive print-on-demand books –no inventory to maintain other than the books you choose to order directly. There are no minimum or maximum purchase requirements.*
- *benefit from personalized support and author coaching each step of the way.*
- *receive complimentary support and assistance with book launch, marketing, and promotion.*

General Timetable / Production Timeline

Days Normally Required	Services and Scope of Work
1.5 - 2 weeks	Editing (developmental and copy editing in phases)
7 - 10 days	Cover design drafts
1 - 2 weeks	Book layout, design and formatting
1 week	eBook conversion
2-4 weeks *	Illustrations (* dependent on scope of illustration)
1 week	Audiobook conversion consultation
1-2 weeks	Book promotion and launch campaign support
1 - 2 weeks	Book proof received and review
1.5 - 2 weeks	Book orders to be received once book is published

PUBLISHER SERVICES

Based on discussions with you and the scope of work identified for publishing your book, Write Way Publishing offers you:

Consulting and Support

- 60-minute consult and strategy session upon contract agreement
- Twice/month 45-minute author support phone consultations for three (3) months from the date of the signed Agreement
 - Consultation topics can include author coaching, developmental editing questions, cover design, layout preferences, book launch logistics, book promotion questions, eBook conversion, etc.

Manuscript and File Preparation

- Developmental author coaching and editing for your manuscript using Microsoft track changes up to _____ words*
- Up to 10 hours of professional design, layout, formatting, and after-formatting author edits for manuscript interior *
- 2 book cover options with 2 revisions for the chosen option
- eBook preparation and conversion for Kindle *

Note: if you anticipate your manuscript exceeding _____ words, please let us know so we can further customize this agreement for a revised quote.

Printing Preparation

- ISBN assignment
- Manuscript upload and print approval process; up to 2 passes with printed proof copy for each pass – see Scope of Work
- Printed proof copy for the author within 2 weeks of successful upload of interior/cover files

Positioning Research

- Category and key word research for book when listed on Amazon
- Advanced Amazon book description with html formatting

Publishing

- Softcover book made available on Amazon.com upon printed proof approval
- eBook file uploaded to Kindle Direct Publishing (KDP)
- Print book and digital book file linked to Amazon.com sales page
- Extended distribution via Amazon (international) set up for wider book market/exposure
- Account set up with 100% of royalty earning made directly to Author by Amazon/Kindle
- Author Central page created (ideal for multiple books)

Additional Benefits

- Author control of book pricing for standard and promotional campaign purposes
- Wholesale book prices for Author book purchases & bulk discounts for larger book orders
- Drop/Bulk shipping available for bulk orders for book signings, etc.

Book Promotion

- WWPC Book Promotion Guide (\$299 value)
- Two 60-minute consultation sessions for book launch and promotion
- Assistance and coaching to develop book promotion and marketing plan
- Book positioning research: key words, categories, codes, and more
- Customized book description formatting on Amazon.com sales page
- Copyright registration & Library of Congress submission
- Add customized page to book with bulk orders
- Author website creation with 1 yr of supported hosting
- Audiobook conversion consultation

Notes

- **Conversion to eBook format does not occur** until printed proof is **approved** by author.
- Although Amazon requires 7-10 days to integrate the book sales page, Author Central page, and eBook/print book formats, author can order books immediately upon print proof approval.

Scope of Work

In the event the scope of a part of signed Agreement, other than editing or file conversion, needs to be extended, Publisher will notify Author for Author's decision to proceed or not proceed.

Expanded services will be billed at \$65/hour plus incurred expenses. Examples of, but not limited to, expanded scope would include additional book cover work and author changes to the formatted manuscript, and an example of incurred expenses would be printing, handling, and shipping costs for additional proof copies or printed advance reader copies of the book.

Additional Services

Please review our website at www.WriteWayPublishingCompany.com for additional services and support options we can provide. Our publishing packages & a la carte services are designed to help authors every step of the way whether within a package or standalone. We can add additional elements to your package for a nominal fee.

Author Royalties

- Author retains 100% ownership of the book, retains 100% of earned royalties, and keeps 100% of profit on direct sales from Amazon.com and in person.

Wholesale Pricing

- Wholesale pricing will be determined by trim size, ink choice (black/color) and total page count of the book (determined after book formatting). Volume pricing also is available.

Investment for Services

- \$ _____ split between three installments of \$ _____.
 - Payments are preferred by check and sent to the Publisher at the address indicated on the final page of this document. Although not preferred, credit card transactions are also an option via PayPal with an additional nominal transaction fee of .29%.
 - Note: Contact your CPA/tax advisor about costs associated with publishing your book being considered a business expense. Remember, you are building a business and you will be receiving income. Expenses to building your book business, i.e. book publishing, may well be considered write off/education investments.
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Next Steps

1. Discuss any desired changes to contract with Write Way representative to customize services for specific needs.
2. Sign and submit signed contract!
3. Upon contract signage, we will schedule an Author consult and strategy session to lay out a general timetable. You also will receive your publishing package invoice, payable upon receipt.
THANK YOU!

Important Proposal Deadline

This proposal offer is good through _____. Please let us know by this date so we can reserve and guarantee availability for your project. We take on a limited number of clients at a time and schedule all projects months out to ensure our team can deliver the work timely.

General Terms and Conditions for Services Provided by Write Way Publishing Company

OWNERSHIP

Author retains copyright for this work. Publisher agrees that Publisher acquires no right of ownership to either content or published book under this agreement. The Publisher is a provider of limited services governed by this Agreement on which Author has paid for identified services and Publisher assumes no responsibility for verification of content. Publisher will return to Author, upon request, the digital files used to produce the final work (exclusive of any licensed software).

BOOK PRICING

Pricing is at the discretion of the Author. Author controls price of book as listed on Amazon.com and for printed books sold by Author. The Publisher will inform Author of minimum pricing based upon book length and printing specifications at the time of manuscript upload. Minimum pricing criteria are subject to change at any time at the discretion of Publisher as market conditions and costs warrant by printer.

AUTHOR WHOLESALE PRICING

Books purchased by Author will receive an author wholesale price determined by final page count, printing specifications and whether color interior is selected. Volume discounts for bulk orders will also be made available. Shipping and taxes will be additional cost to Author, and those amounts will be made available to Author upon request before order is placed.

BOOK PROMOTION AND SALES

Author is encouraged to sell books online and face-to-face. Sales are sole responsibility of the Author. Publisher does not, and cannot, guarantee book sales to Author in any amount or at any time. Unless Author selects a publishing or promotion package from Publisher, Publisher assumes no responsibility or expectation to promote, market, or sell Author's book. Publisher does retain the right to list book's cover image on their website and on any other channels which will offer appropriate book exposure to the Author. Any reference by Publisher to Author's book will directly link to either to Author's Amazon listing or Author website.

ROYALTIES

Author retains 100% of royalty payments from Amazon. Author royalty checks will be sent directly from Amazon to the address indicated by the Author on this agreement. Royalty payments from Amazon are based upon a formula of the online retail price and are set entirely by Amazon. Likewise, royalties earned from any other retailers will be retained in entirety by Author and directly received from the seller.

BOOK ORDERS AND SHIPMENTS

Books can be delivered to any destination and at any time. Shipping costs will be applied to book orders and paid to Publisher by Author when order made. There is no minimum or maximum to buy although keeping a small inventory is always recommended. **After payment is received from Author**, book orders will be made by Publisher. Shipments normally take 2 weeks but can take up to 3-4 weeks depending upon shipping destination and size of order. Before ordering, Publisher will report the timeframe of delivery based on information from the printer and shipper. If there is an arrival deadline, notify Publisher before order is placed to ensure the desired arrival date and location can be accommodated. Any expedited shipping will incur an additional expense by the Author based on shipper charges.

NOTICES

Notices to Publisher must be sent in writing via email at accounts@writewaypublishingcompany.com. All notices to the Author shall be in writing to the email address specified by the Author in the signatory portion of this Agreement.

INDEMNITIES

The Author agrees to indemnify Publisher and its employees, shareholders, directors, representatives, successors, and assigns from all and any manner of claims, liabilities, damages, expenses (including reasonable attorney's fees), awards, and judgments resulting from claims of (i) third parties regarding ownership, libel, slander, plagiarism, privacy, misappropriation, and similar claims arising from publication of the Work; (ii) Author's breach of any warranty in this Agreement. Publisher agrees to notify the Author promptly of any claim for indemnity under this Agreement. Publisher may be represented in any proceeding by counsel of its choice; the Author may retain additional counsel at his or her own expense. Any settlement agreement between Publisher and a third party regarding a claim covered by the indemnity provisions of this Agreement shall be subject to approval of the Author, which approval shall not be unreasonably withheld.

TERM AND EXCLUSIVITY

This Agreement is nonexclusive. The Author can enter into other publishing and marketing agreements with respect to Author's book if desired, and either party has the option to terminate the Agreement at any time, with or without cause as follows: If the Agreement is terminated by the Author within 30 days of signing this Agreement, paid fees will be refunded in full minus reasonable expenses incurred by the Publisher in carrying out this Agreement. If the Agreement is terminated by Publisher within 60 days of signing this Agreement, paid fees will be refunded minus any reasonable costs accrued in delivering agreed services. Once a book has been published in print or digital format, no fees will be refunded. If the agreement is terminated by Publisher due to a breach of this Agreement by Author, no fees shall be refunded.

WARRANTIES

Author represents and warrants that

- Author is the sole author and owner of the copyright to the contents of any Work submitted to the Publisher for publication.
- Author has not engaged in plagiarism.
- the content (1) if fiction, represents no real event or person in a way that could be deemed libelous and (2) if non-fiction, does not misstate or omit any material fact in a manner which would libel any person or place a person in a false or damaging light.
- that the content does not infringe upon any statutory or common law right of copyright or privacy of any third party.
- that any trademarks and/or trade names associated with the content are owned by the Author or the Author has written permission to use them.
- the content does not constitute obscenity or hate literature.
- the Author has the right to enter into this Agreement.

PUBLISHER PHILOSOPHY

We are thrilled to work with you and help make your author dreams come to life. In addition to any services we provide for you, our role will be to support, teach, guide, and perhaps even nudge you when needed. We hear over and over again how important accountability and clear direction are for many writers. We also view our role with you as a partnership. We'll be alongside you each step of the way to answer questions. Your success is our goal and that means helping you move step-by-step through manuscript completion and book promotion. Lastly, we'll do our best to respond immediately to any questions submitted during the business day (9:00 a.m.--5:00 p.m. the same business day. Any questions that entail extensive review of your material will require a longer timeframe for us to respond.

COMPLETE AGREEMENT

This written Agreement contains the sole and entire Agreement between the parties and shall supersede any and all prior agreements between Author and Publisher. This Agreement may not be modified or amended except in writing and signed by both parties.

LAW AND VENUE

The laws of the State of North Carolina shall govern this Agreement and this Agreement shall be construed in accordance with the laws of the State of North Carolina, without recourse to conflicts of law principles. The parties agree that except as specifically provided herein, they shall submit any and all disputes arising in any way under this Agreement to the American Arbitration Association for final disposition in accordance with its rules, provided that the Arbitrator shall have no authority to award punitive damages. However, nothing in this Agreement shall be deemed to deprive a party of the right to equitable relief in a court of competent jurisdiction respecting rights to its intellectual property or use thereof under this Agreement. Any proceeding under this paragraph shall be brought in the federal or state courts in North Carolina. A judgment may be entered in a court of competent jurisdiction based on any award rendered in arbitration or other proceeding conducted by the parties pursuant to this paragraph.

*** By signing below, Author has read, understands, and agrees to these terms and conditions listed above.*

Author Signature

Date

Preferred Email (please print clearly)

Phone

Mailing Address (please print clearly)

Physical Address (if different than mailing address) (please print clearly)

Publisher Representative Signature

Date

accounts@writewaypublishingcompany.com
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