

Publisher/Author Ebook Contract

This agreement between the Design by Nur, represented by Nur Karlica Roy, (Nur Publishing, www.nurpublishing.com) to be referred to as "Publisher" and _____, to be referred to as "Author," will operate under the following guidelines:

Book Title _____

Genre _____

1. This contract is dated: _____ and hence forth exists between the author:

Name: _____

Address: _____

Phone: _____

E-Mail: _____

Website URL: _____

Social Security # (required by federal government): _____

2. This agreement is entered into in good faith and sound mind by all parties. The signatures from all parties named in this contract indicate understanding and acceptance to the terms described below.

3. After review by Publisher, Publisher will advise Author if work is accepted for publication and will cover costs to produce the ebook.

4. The author agrees to grant the Design by Nur the exclusive license to produce, sell, and promote first rights of all electronic print versions (on disks and downloads), named in this contract.

5. The author testifies that the work is his/her original work, and that he/she has the exclusive ownership of it and power to grant all rights to it.

Author is responsible for the content of the book, that Author has not plagiarized work from someone else or is not misrepresenting the standards of fiction or nonfiction.

6. The publisher will, if necessary, assist in registering the copyright of the work. The author, however, is responsible for fees incurred in procuring copyright.

7. The author agrees to secure permission for use of any copyrighted materials incorporated in his/her original work, communicated to the publisher by the author, which is included in the work covered by this contract.

8. The publisher may not assign this electronic publication contract to another publisher without the author's approval.

9. This contract covers only book rights. Publisher waives any rights to movies, television or other media.

10. The author agrees to allow the publisher to perform certain minor editing (sentence usage, mechanics correction, spelling corrections, minor abridging, and grammar correction, etc.), and the publisher agrees not to change the characters, storyline, or theme in any significant way without the consent of the author. The author agrees to proofread the text of the manuscript and correct or indicate errors that may exist, or complete any editing changes at least two months prior to release. Failure to communicate the desire for changes before the release date may cause the author to be financially liable for reformatting the manuscript.

11. The author has the right to approve the final text/cover prior to publication; approval must be presented to the publisher in the form of a letter, or e-mail. The author's pre-publication approval will be kept on file at the publisher's business. The work shall not be published if the final form is not approved by the author.

12. The publisher agrees to pay the author royalties based on the following terms: for books sold from web sites controlled by the publisher the author receives 40% of the price for each copy sold.

For books sold through other online and off-line outlets (such as Amazon Kindle and Google Books or Apple iBookstore Ebooks) the author shall be paid 50% of the percentage Design by Nur receives from that particular outlet.

Royalties will be paid for up to five years. If the book is still actively being sold at that time, Author may request an extension of royalties. Royalties will be paid quarterly, although a minimum of \$ 5.00 in royalties must be accumulated, or the amount will "roll over" to be paid at the end of the first quarter when a cumulative total of \$5.00 or more in royalties is due Author. No royalties shall be paid on electronic files, disks, or copies furnished free of charge to media reviewers, or for use in advertising or promotion of the work. Royalties are paid quarterly and will commence a maximum of 90 days after the work named in this contract goes on sale. If the

author should die while this contract is in force, royalties shall be paid to the author's legal heirs(s).

13. The publisher agrees to communicate (by letter or email), a statement of account to the author on a quarterly basis, consisting of a record of all sales transactions received in the publisher's office up to the final day of the quarterly reporting period. Royalty checks will be issued within one month after the end of the quarter. IRS form 1099's will be supplied to any author receiving at least \$10.00 in royalties at the end of the calendar year. The publisher may elect to hold back any royalty payment under \$10.00 and pay it with the following quarter's royalty. All royalties will be paid at the end of the calendar year regardless of the total.

14. Publisher will provide Author with reputable Editors and/or Graphics Specialists and/or Artists for cover work, if desired. These services are not included in the production of the book and are offered at optional extra cost. However, Publisher will provide "reasonable" cover-design work at no charge.

15. Author is given "creative control" of such items as font size and cover design; Publisher reserves the right to make suggestions and to reject anything not deemed to be in good taste or which, in Publisher's opinion, is inappropriate from a sales or content basis.

16. Once all interior and cover files have been completed, Author will receive copies for inspection and approval. These "proofs" will be sent via email. Interior text will be in .pdf format (Adobe Acrobat Reader required). Front and back covers will be sent in .tif or .jpg format.

17. The author may request information about his/her account at any time, and is advised to keep accurate records for tax purposes.

18. Publisher has the license to publish, promote, and distribute the work, as an electronic book only, for two full years from the date on which the work is posted for sale. The contract may be renewed after the two years has elapsed by mutual consent.

19. Publisher will provide an ISBN number for cataloging. Publisher will also make the book available to distribution networks, such as internet sellers such as Amazon.com, Google books, etc.

20. This contract may be terminated by either the author or the publisher with a 90-day written, certified mail notice, and all rights granted the publisher will revert to the author at that time.

21. If the publisher does not publish and make available for sale the work named in this contract, in e-book forma within thirty days of the mutually agreed upon release date, this contract is void and all rights revert to the author.

22. The publisher makes no promises or guarantees regarding estimated sales figures. The publisher shall do its best to publish and promote the work using the latest internet standards and options as they develop. The author is advised to actively promote his/her work, individually and in collaboration with the publisher.

23. The publisher has the right to contract with distributors/vendors of electronic books to produce files for sale in association with the Design by Nur E-Books name. A complete list of booksellers and distributors is available to the author upon request. The author will be compensated at 50% of the publisher's percentage received from each unit sold.

24. Publisher reserves the right to use any blank, unused pages in book to promote other books, or to add pages at Publisher's expense for the same purpose.

Publisher's name will appear on the copyright page, on the back cover and if a second title page is used, on said second title page.

25. Any changes in this contract must be in writing and signed by both parties.

Signature of the publisher

Date: _____

Signature of the author

Date: _____

Please print out two copies of this contract, fill each out, date, sign, and send both copies to:

Design by Nur

111 SW Harrison street #10D

Portland, Oregon 97201

Attention: Nur Roy