

AGREEMENT dated [insert date here], between [name of author] (Author) whose address is [address of author], and Wahmpreneur Publishing, Inc., doing business as Wahmpreneur Books (Publisher), whose address is P.O. Box 41, Sidney, New York 13838-0041, for a work by the Author now entitled [name of work] (the Work).

THE PARTIES AGREE as follows:

1. In consideration of the sum of three hundred fifty (\$350.00) dollars, the Publisher will perform all the tasks necessary to prepare the Work for publication, including but not limited to: book block composition, book cover pre-press composition, assignment of ISBN and procurement of barcode, and title set up with printer. Author hereby grants the Publisher the non-exclusive right to print, publish and sell the Work in book form in English in the United States and its territories, and in Canada.

2. Within ten (10) days of execution of this Agreement or, in the event the Author initially contracts with the Publisher through Publisher's Internet web site on the World Wide Web, within ten (10) days after Author has indicated s/he agrees to the terms of this Agreement, Author will deliver to Publisher one electronic copy of the completed Work in either Microsoft Word Document (.doc), ASCII text (.txt) or Corel Word Perfect (.wpd) format, including one electronic copy of a book cover graphic for the Work in either Adobe Photoshop (.psd or .pdf) or

other standard graphic format (.gif, .jpg, .tif or .bmp). If the Author fails to deliver the Work within the specified ten days, this contract will be null and void and Publisher will refund any and all payments previously made by the Author for publishing services under this Agreement.

3. Author shall deliver a complete manuscript of the work which, in style and content, is professionally competent and fit for publication. Publisher reserves the right to refuse to publish the Work without prejudice if it is not, in Publisher's judgement, in style and content, professionally competent and fit for publication. In the event Publisher refuses publication of the Work, this Agreement shall be null and void and Publisher will issue a full refund of any and all payments previously paid by the Author for publishing services under this Agreement.

4. Substantive changes in the Work may be made by the Author only, or with the written approval of the Author. All rights in the Work not specifically granted herein to Publisher are reserved to Author and may be exercised or disposed of by Author at any time during the term of this Agreement and thereafter.

5. The Publisher shall first publish the Work in the United States in English in perfect bound trade paperback form (hereinafter called the "trade edition) within three (3) months after delivery of the completed Work under Paragraph 3. Publisher will notify the Author of the publication date of the trade edition. Should external events outside Publisher's control, such

as war, strikes, or natural disasters, delay such publication, the trade edition will be published within one month after termination of such circumstances, but in no event later than six (6) months after delivery of the manuscript of the Work. If Publisher fails to publish the trade edition within the applicable time period, Author may terminate this Agreement on ten (10) days written notice. Upon such termination, Publisher will refund any and all payments previously made by Author for publishing services under this Agreement.

6. The format and style of composition will be determined by Publisher, and Publisher will consult in advance with Author to determine the price of the trade edition. Publisher agrees to comply with any reasonable requests made by Author to assist in their attempts to promote the sale of the Work.

7. Publisher shall pay Author 75% of Publisher's net receipts on each copy of the trade edition sold by Publisher through regular retail or wholesale trade channels. "Net receipts" is understood by the parties to this Agreement to mean any payments received by the Publisher, after deduction of printing charges, for any and all direct-to-consumer sales and any payments received by the Publisher, after deduction of printing charges, for any and all discounted wholesale trade sales. Publisher offers industry standard wholesale discounts of fifty-five (55%) percent to qualified booksellers.

8. Publisher shall prepare statements accounting for all

payments due Author under the terms of this Agreement during each calendar quarter in every year. Publisher shall mail each such statement to Author within thirty (30) days after the close of each period, accompanied by payment to the Author of any and all amounts due Author under this Agreement for said period. If payment is not timely made, author may demand in writing that payment be made with ten (10) days. If Publisher fails to comply with Author's demand, Author may immediately terminate this Agreement without prejudice to any claims Author may have against Publisher for amounts due and owing under the terms of this Agreement.

9. Each statement shall report, for each category of sales by Publisher, the number of copies sold and total sales to date; the price of the books sold; the gross amount received by Publisher for all books sold; the printing charges for all books sold; Publisher's net receipts, and; the amount of royalties payable to Author.

10. Publisher will give Author ten (10) copies of the trade edition upon its publication, and Author may purchase additional copies of the trade edition, at cost. Publisher will not be required to pay royalties to Author for copies of the trade edition purchased by Author and subsequently sold to consumers or booksellers, and Publisher will not be entitled to any share of the proceeds of such sales of the trade edition made by Author.

11. Author is the owner of the copyright in the Work. Author is entitled to all the benefits contained in the United States Copyright Law effective as of the date of the signing of this Agreement, including but not limited to Section 203, which provides authors and their successors with a right of termination. Publisher shall print in every copy of the Work a copyright notice that contains the Author's name as owner of the copyright and that complies with the United States Copyright Act and the Universal Copyright Convention; and Publisher shall, within three (3) months of publication, duly register a claim for United States copyright in the Work, in the name of Author as "claimant."

12. Author represents that Author is the sole author of the Work and now owns all rights in the work free of liens or encumbrances except as Author has disclosed in writing to Publisher, and that Author has full power to execute this agreement. Author further represents and warrants that the Work is original and has not previously been published in book form, and that the Work does not infringe any statutory copyrights or common law literary rights of others and, to the best of Author's knowledge, does not violate the rights of privacy of, or libel, other persons. Author agrees to indemnify and hold harmless Publisher against any final judgment for actual damages (after all appeals have been taken) against them in any action arising out of facts which constitute a breach of the foregoing

warranties, and reasonable costs and attorneys' fees incurred by them in defending an action in which such judgment is recovered.

13. Notwithstanding anything to the contrary in paragraphs 1 through 12 of this Agreement, either of the parties may terminate this Agreement, without prejudice, upon sixty (60) days' written notice made to the other party by regular postal mail sent to the address given in the preamble of this Agreement or by electronic mail send to info@wahmpreneurbooks.com for the Publisher and to [insert email address] for Author. Upon termination of the Agreement, Publisher shall provide Author with any and all electronic files containing the Work, including but not limited to those electronic files prepared by Publisher for printing of the Work.

14. Upon termination of this Agreement, Publisher shall halt sales of the Work, except that Publisher shall be entitled to sell any copies of the Work in stock as of the date of notice of termination. Author may purchase said copies of the Work from Publisher, at cost, and Publisher agrees to sell said copies to Author pursuant to Paragraph 10 of this Agreement.

15. This agreement constitutes the complete understanding of the parties and no waiver or modification of any of its provisions shall be valid unless made in writing and signed by the parties to this Agreement. If any part of this Agreement shall be found by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full

force and effect.

16. Any dispute between the parties arising hereunder shall first be submitted to arbitration before the American Arbitration Association in accordance with its rules, and judgment confirming the Arbitrator's award may be entered in any court of competent jurisdiction.

17. This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

AUTHOR:

PUBLISHER:

[Author name]
Author

Dawn Rivers Baker
President and CEO
Wahmpreneur Publishing, Inc.