

WISING UP PRESS WRITERS COLLECTIVE *Sample Contract*

AGREEMENT TO PUBLISH A BOOK ENTITLED: *Title*

Date:

To: Name, Author
Address

This letter of agreement shall formally confirm and define the terms of our agreement regarding publication of *Title* which Wising Up Press will publish within six months of receipt of the finalized manuscript; if Wising Up Press fails to publish *Title*, all rights granted hereunder shall revert to Author upon your written notification.

1. Author grants Wising Up Press the sole and exclusive right to publish, distribute, and license subsidiary editions of *Title* in hardcover, trade paperback, mass-market paperback, book club, electronic (ebook), and print-on-demand formats in the English language in all countries throughout the world. This grant includes all content, including individual sections (such as individual chapters, stories or poems).
2. All rights not specifically granted herein are reserved by Author for his/her sole use and disposition.
3. Author hereby warrants to us that *Title* has been created by her/him, that s/he is the sole and exclusive owner of the rights to the work in *Title* conveyed to us under this agreement, and that s/he has the full power to grant the rights herein conveyed to us.
4. Author shall be responsible for infringing upon the rights of authors, organizations, institutions, copyright holders, or others, as a result of plagiarism, libel, slander, or any other misuse of any material included in the original Work. Author shall indemnify Publisher for all damages, costs and expenses, including attorneys' fees, incurred by Publisher as a result of said infringement.
5. Author agrees not to publish another book in a competing market under the same title or containing substantial content from *Title* as long as this contract is in force. Author agrees not to publish any content from *Title* in other publications without prior knowledge and approval of publishers as long as this contract is in force.
6. Author shall deliver editorially finalized version of *Title* satisfactorily to Wising Up Press in a format agreed upon by the parties, no later than six months from the effective

date of this Agreement. *Title* shall cover the subject matter previously agreed upon by the parties.

7. Author shall be responsible for obtaining the necessary written permission(s) from the owner(s) for use of all copyrighted materials incorporated in *Title*, and to furnish copies of said permission(s) to Wising Up Press at the same time *Title* is delivered. Author is responsible for fees, royalties, and other charges for the use of copyrighted materials.

8. Wising Up Press shall be entitled to develop, alter, edit, and proof the content, usage, format, capitalization, punctuation, and spelling of *Title* to conform to Publisher's style, the subject matter, and intended audience previously agreed upon by the parties of this Agreement and include all the substantive editorial changes required to meet Press quality standards.

9. Author will donate at the time of signing of the contract a standard non-refundable contribution of \$500 to the general Writers Collective Publication Fund to assist in the publication of future individual works by other authors through the Collective.

10. Wising Up Press will pay to Author 50% of the net profits from all sales of *Title* with the exception of those sold directly to Author as described in paragraph 11 below.

11. Author will receive 20 copies of *Title*. Publisher will keep 20 copies of *Title* for distribution to publishers' services (Library of Congress, review journals), Collective members, and display purposes. Author may purchase additional copies of any editions of *Title* published by Wising Up Press, if desired, at a 50% discount off list price. Author shall not receive any royalties from discounted purchases from Wising Up Press. However, Author is free to resell these books at any price, retaining all profits.

12. Author's profits on *Title* shall be accounted twice annually, every June and December, by Wising Up Press so long as the book is available for sale. If there is less than \$20.00 (TWENTY DOLLARS) due to Author at the end of June, payment may be held over until the end of the year.

13. Author agrees to serve on the Editorial Advisory Board of the Wising Up Writers Collective for three years and to meet the expectations of the Board.

14. As a Collective member, Author will collaborate closely with the press and other members of the Collective to coordinate individual and group promotion activities and to ensure they are consistent in content and quality with other Press promotion materials. Author is expected to be a spokesperson for the other books of the Press, especially those published through the Collective, and the Collective way of publishing.

15. Should Author's book be optioned for movie rights or other highly remunerated rights that s/he reserves, s/he will donate back to Publisher at least \$1,000.00 to be used, in the Author's name, as matching funds for deserving writers with insufficient resources to publish with the Wising Up Writers Collective.

16. The term of this contract shall be for five years. The contract shall automatically be extended at the end of those five years for another five years and shall continue indefinitely until Author or Publisher gives notice via certified mail that they wish to terminate this agreement. *Title* will remain available through print on demand for the duration of the contract. One month after receipt of notice of termination, Wising Up Press shall cease to make *Title* available on a print-on-demand basis, but shall have the right to sell whatever inventory remains on hand and shall continue to pay all profits and other monies due to Author, if any.

17. If the contract is terminated, Publisher retains its electronic files of print and e-book formatted work, the cover, and the ISBN.

18. Author shall have the right upon reasonable written notice during usual business hours but not more than once per year to examine through a certified public accountant Publisher's records as they relate to *Title* at the place where the same are regularly maintained. Such examination shall be at Author's cost unless errors are found totaling more than ten percent (10%) of the amounts paid, in which case Wising Up Press shall bear such reasonable costs. Statements rendered hereunder shall be final and binding unless objected to in writing, setting forth the specific objections thereto and the basis for such objection, within six months after the date the statement was rendered.

19. This Agreement shall be binding on Author and Publisher, and upon their respective heirs, administrators, successors, and assigns, for as long as contract remains in force, unless terminated by written agreement of all parties, or by specific provision elsewhere in this Agreement.

20. In the event Publisher shall go bankrupt, and in accordance to prevailing bankruptcy law, all rights transferred to the Publisher by this Agreement shall immediately revert to Author.

21. Regardless of its place of execution, this letter of agreement shall be interpreted under the laws of the State of Georgia.

22. The foregoing supersedes any and all previous understandings, constitutes our sole and complete agreement, and may not be altered except by mutual consent in writing.

AGREED: _____, Publisher

AGREED: _____, Author

AUTHOR SSN/TAX ID: _____.

INSTRUCTIONS (not part of this agreement): If these terms are acceptable to you, please print out and sign 2 copies of this agreement and return both copies to **Wising Up Press, P.O. Box 2122, Decatur, GA 30031** for counter-signing.