



AUTHOR SERVICE AGREEMENT

This contract is between Publish Pros ("Agency"), a division of KRD Creative Group LLC dba UniMedia, and _____ ("Author") for the purpose of publishing services which may include, but is not limited to, manuscript assessment, manuscript editing (Copy Editing & Content Editing), book cover and interior design (eBook & Print), audio production (CD & Mp3), website design and development, and video production ("Work" or "Book").

The Author and Agency may be referred to herein individually as a "Party" or collectively as the "Parties." This contract is entered into in good faith and upon signature by the Parties indicates acceptance of this contract and the terms described herein.

I. RIGHTS

1. Author RETAINS 100% OF THE RIGHTS AND COPYRIGHT LICENSES to the submitted manuscript and all other materials submitted to Agency.
2. Author RETAINS ALL RIGHTS to distribute and sell the manuscript in all print and digital formats.
3. Author ASSUMES ALL RIGHTS to completed Works upon final payment to Agency for services rendered.
4. Author grants Agency the non-exclusive right to store and transmit digital files on Author's behalf to facilitate or expedite production and/or distribution of Works.
5. Should Agency be commissioned to produce a book cover, Author grants Agency the right to exhibit Agency brand mark on the completed book's lower rear cover.
6. Should Agency be commissioned to produce an interior book design, Author grants Agency the right to include a text only credit to Agency on the completed interior's copyright page.
7. Author grants Agency permission to feature completed Works for the purposes of marketing and promotion, including, but not limited to, use for websites, webinars, social media, blogs, or any other third party service used to showcase Agency's Work.

II. PAYMENTS & ROYALTIES

8. Upon the signing of this Agreement, Author agrees to pay Agency 50% of the total agreed upon, as designated in the Author Service Proposal. Author shall make the remaining payments in increments agreed upon by Author and Agency, until the total amount is paid in full. The release of the Work will not take place until the total is paid in full, unless agreed upon in writing by both Parties.

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9. Agency will receive NO ROYALTIES from the sale of completed Works. Agency operates as a flat rate service paid on an as-needed basis.
10. Agency does not operate as a printer, publisher or distributor, nor does Agency have any contracted relationships with any printers, publishers or distributors from which Agency receives royalties or compensation for referrals.
11. Author is responsible for selecting a third-party source for printing and distribution with whom royalties and other payment considerations should be discussed.

III. SERVICES

12. Any and all services performed by Agency are as an independent contractor and should not be considered work for hire.
13. Unless notified in writing by the Author, Agency will design all requested materials, including, but not limited to, the book cover, interior pages, video trailers, audio CDs, and related marketing support materials, according to professional standards, specifications, and industry best practices.
14. To assure Author retains 100% control over distribution of finished Work, Author is responsible for the purchase of his/her own ISBN (International Standard Book Number), if needed. ISBN should be purchased directly from Boker at www.MyIdentifiers.com/Get-Your-ISBN-Now.
15. Agency will generate a unique barcode using the Author-supplied ISBN, if needed, for each print format of Work. Barcodes purchased from third party sources and supplied to Agency will not be used.
16. While Agency will make every effort to find and correct any errors that may occur during production, it is not feasible to guarantee that files will be error free. It is the responsibility of Author to review all materials prior to approval of production.
17. Agency will make all reasonable efforts to produce contracted services within 90 days of Author's approval to proceed with production and Agency's receipt of all acceptable materials required from Author in conjunction with Work. Agency is not responsible for delays caused by Author's non-responsiveness or inability to appropriately delivery acceptable materials, nor do the days of Author inactivity apply toward the timeframe set forth above. The publishing process will be terminated without refund in the event the Author's inaction or non-responsiveness prevents the production process from completing within one (1) year from the date of last significant payment.

IV. WARRANTIES & RESPONSIBILITIES

18. Author must possess the technical means and knowledge to submit his/her manuscript to Agency and provide the necessary book files (manuscript, photos, documents, etc), as required for production.
19. Author represents and warrants that Author is the sole owner of the manuscript and all material submitted in conjunction with Work, including all submitted artwork, interior images, and photographs.
20. Author represents and warrants that Author has full power and authority to enter into this Agreement and to submit to Agency all materials requested for reproduction and distribution.
21. Author represents and warrants that the submission of the manuscript and all other materials do not conflict with or violate any arrangement, understanding, or Agreement between the Author and

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any other persons or entities. Furthermore, Author represents and warrants that the manuscript and all material submitted in conjunction with Work is entirely original, free of liens, claims or interests of any kind; is not slanderous, pornographic, obscene, libellous, or defamatory; and does not violate or infringe upon any personal or proprietary rights, including, without limitation, copyrights, trademarks, privacy rights, or publicity rights of other persons or entities.

22. Author represents and warrants that she/he is eighteen years of age or older. If Author is under the age of 18 years of age, then Author represents and warrants that Author's parent or legal guardian is executing this Agreement and assuming all liability for the warranties and responsibilities set forth herein.

V. TERM & TERMINATION

23. This Agreement shall remain in effect until Work has reached completion or Agreement has been terminated by either Party.

24. Author may terminate this Agreement at any time with 30 days prior written notice to Agency. Upon termination by Author before Agency begins production of Work, all submitted fees are refundable minus a \$75 administrative fee. Upon termination by Author after Agency begins production of Work, all submitted fees become non-refundable.

25. Agency may terminate this Agreement at any time and immediately cease production of Work upon any legitimate claim that Work violates the copyright or other legal rights of any person or entity, or upon the discovery by Agency that Author has violated any of the warranties or representations in Section IV above. In such case, all submitted fees become non-refundable.

26. Agency may terminate this Agreement and immediately cease production of Work upon failure of Author to respond within 30 days to Agency's request for contact from Author. In such case, all submitted fees become non-refundable.

27. Agency reserves the right to terminate this Agreement during production or after publication if irreconcilable differences between the Author and Agency prevent Agency from professionally providing its services. In such case, all submitted fees become non-refundable.

28. Upon termination, Author agrees to pay Agency all unpaid amounts due for services completed prior to notice of termination.

29. Upon termination, all rights granted within this Agreement revert back to the Author and, within 30 days, Agency will cease all promotion of Work.

VI. IDEMNIFICATION AND LIMITATION OF LIABILITY

30. Author shall defend, indemnify and hold harmless Agency, its parent companies, subsidiaries, and affiliates, and their respective officers, directors, employees, and agents from and against any and all third-party claims, actions, proceedings, damages, and expenses (including reasonable attorneys' fees and applicable costs of in-house counsel), in connection with a breach or alleged breach of the representations and warranties made in this Agreement. This includes any and all claims of copyright or ownership infringement by publication of Work and all claims for damages caused by the negligence of Author.

31. Any delay or failure of Agency to perform its obligations under this Agreement shall be excused if and to the extent that such delay or failure is caused by an event beyond the reasonable control of Agency,

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including without limitation, any act of God, act of terrorism, actions by any government authority, fires, floods, natural disasters, riots, wars, labor problems, failure of or interruptions in telecommunications or data transmission systems, or the inability to obtain materials, labor, equipment or transportation.

32. All services and products provided by Agency under this Agreement are provided on an "as-is" basis. Agency does not warrant that the service or product provided will be uninterrupted or error free. Agency disclaims any and all representations and warranties, expressed or implied, including, without limitation, the implied warranties of merchantability, salability, or noninfringement of copyright. Agency's total liability to Author or any third-party for any and all damages shall not exceed in the aggregate the amount of fees actually paid by Author to Agency during the one month period prior to Agency's act giving rise to the liability. To the maximum extent permitted by applicable law, in no event shall Agency, its parent companies, subsidiaries, or affiliates, or any of their respective officers, directors, employees, or agents be liable for punitive, consequential, incidental, exemplary, indirect, or special damages, including without limitation damages for loss of profits, revenues, business data, or other intangibles, whether or not such damages were foreseeable and even if Agency had been advised of the possibility or likelihood of such damages.

33. All warranties and indemnifications made by Author herein shall survive termination of this Agreement and any license granted hereunder.

34. This Agreement shall be governed exclusively by and construed according to the laws of the State of South Carolina, without giving effect to conflicts of law principles. Any legal action related to the terms of or obligations arising under this Agreement shall be brought in the District Court of Charleston County, State of South Carolina.

By indicating your acceptance of this Agreement, you, as the Author, agree to be bound by the terms and conditions of the Author Service Agreement.

Date: _____

Author: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

Date: _____

Coordinator: _____

2154 N. Center Street, Ste 307C

North Charleston, SC 92406

Phone: (843) 278-2434

Email: _____

Signature: _____

Witnessed by:

Name: _____

please print

Signature: _____

Witnessed by:

Name: _____

please print

Signature: _____