

**PUBLISHING AGREEMENT
DLITE PRESS
P.O. Box 824
Yorktown Heights NY 10598-9998
845-270-5155**

1. PARTIES

This is a Publishing Agreement between the author ("AUTHOR") listed at the end of this Agreement and DLite Press ("PUBLISHER") for the WORK listed at the end of this Agreement ("WORK").

2. GRANT

- (a) AUTHOR hereby grants to the PUBLISHER the non-exclusive, worldwide license to print, publish, distribute, reproduce, license and sell the WORK, in whole or in part, in print, electronic (digital) or print-on-demand formats in the English language;
- (b) The AUTHOR also grants to the PUBLISHER the right to make excerpts from the WORK viewable on the PUBLISHER'S website, or partner's websites that have entered into agreements with PUBLISHER, in order to facilitate sales of the WORK;
- (c) The AUTHOR grants the PUBLISHER the right to include elements of the title submission package, such as the AUTHOR's biography and description of the WORK on the PUBLISHER website. The PUBLISHER may also post additional information that may help promote the AUTHOR or WORK. If the PUBLISHER requests such information, the AUTHOR agrees to promptly provide the information;
- (d) AUTHOR grants to the PUBLISHER the right to store, use, transmit and distribute electronic copies of the WORK as required to facilitate the printing and distribution process. This grant includes the PUBLISHER'S vendors and affiliates.

3. MANUSCRIPT AND DELIVERY:

- (a) The AUTHOR agrees to deliver to the PUBLISHER a complete manuscript of the WORK which, in style and content, is professionally competent and fit for publication. If the AUTHOR fails or refuses to deliver the completed WORK within three (3) months after the date this Agreement is signed, the PUBLISHER may, at its option, terminate this Agreement by notice in writing posted or delivered to the AUTHOR. The AUTHOR agrees that upon receipt of notice of such termination, the AUTHOR shall not seek any other right or remedy of the PUBLISHER. Upon such termination, all rights granted to the PUBLISHER in this agreement shall immediately revert to the AUTHOR;
- (b) If the AUTHOR dies prior to delivery of the final manuscript of the WORK, or if the AUTHOR shall become incapable of completing and delivering the final manuscript of the WORK, the PUBLISHER shall have the right but not the obligation to publish, edit, or revise the WORK, giving proper credit to the AUTHOR for such portion of the WORK created by the AUTHOR;
- (c) The AUTHOR shall supply, at the AUTHOR's own expense, such photographs, illustrations, maps, charts, drawings, titles, indexes, and other materials (hereinafter collectively referred to as "Additional Material") in form and quality satisfactory for use by the PUBLISHER in order to publish the WORK. It is understood that said Additional Materials must be in a condition suitable for printing;

(d) The AUTHOR, at the AUTHOR's own expense, shall obtain written permissions, releases, or licenses to include in the WORK any copyrighted material which is not in the public domain as well as any other material for which permission is necessary in connection with the AUTHOR's warranty in Section 2 of this Agreement. Said permissions, releases, or licenses will grant at least the same rights to the AUTHOR as the AUTHOR has granted to the PUBLISHER under this Agreement. All signed and notarized permissions, releases, and/or licenses must be submitted to the PUBLISHER before the WORK is prepared for printing;

(e) The AUTHOR shall not hold the PUBLISHER liable and shall not seek any recompense or remedies for any delay in the anticipated official publication date of the WORK brought about by substantive changes made to the printer-ready proof by the AUTHOR.

4. AUTHOR PROOF

(a) Unless otherwise stated, the PUBLISHER will provide the AUTHOR with the proofing options. The AUTHOR shall have fourteen (14) days to proof the WORK. The AUTHOR shall use reasonable efforts to adhere to proofing procedures supplied by the PUBLISHER and it is understood by the AUTHOR that the PUBLISHER may terminate this Agreement in the event the AUTHOR does not provide the required proofing feedback;

(b) The PUBLISHER shall make no changes in, additions to, or eliminations from the manuscript without the consent of the AUTHOR, and in order to obtain such consent, shall submit the copy-edited manuscript to the AUTHOR for his approval. If the AUTHOR fails or refuses to perform any correction or revision of the manuscript within the time specified by the PUBLISHER, the PUBLISHER shall have the right, in its discretion to give the AUTHOR written notice of its intention to terminate this Agreement;

(c) If the PUBLISHER terminates publication due to a lack of required feedback from the AUTHOR, the PUBLISHER shall not be required to refund any submission payments, or return the submission package or WORK.

5. REPRESENTATIONS AND WARRANTIES: The AUTHOR guarantees, represents, warrants, swears, and covenants to the PUBLISHER that to the best of the AUTHOR's knowledge:

(a) The AUTHOR is the sole owner and proprietor of the WORK;

(b) The AUTHOR now owns all rights in the WORK free of liens or encumbrances except as AUTHOR has disclosed in writing to PUBLISHER;

(c) The AUTHOR has full legal authority to execute this Agreement;

(d) The WORK does not contain any libelous matter and does not infringe upon any existing common law, existing copyright law, proprietary right, civil right of any person or persons;

(e) The AUTHOR shall indemnify, defend, and hold the PUBLISHER, its subsidiaries and affiliates, its and their respective agents, officers, directors, and employees harmless and blameless from any losses, expenses, or damages arising out of or for the purpose of resolving or avoiding any claims, demands, suits, actions, proceedings, or prosecutions "Claims" brought against the PUBLISHER to the extent that such Claims if sustained, would constitute a breach of any of the above representations and warranties (hereinafter collectively referred to as "Warranties") concerning the WORK, and any liabilities, losses, expenses (including attorneys' fee) or damages in consequence thereof;

(f) The PUBLISHER shall indemnify, defend and hold the AUTHOR harmless and blameless from any Claims brought against the AUTHOR to the extent that such Claims, if sustained, arise from the intentional malfeasance or gross negligence of the PUBLISHER;

(g) The guarantees, representations, and Warranties of the AUTHOR in this Agreement shall remain true and in full force and effect on the date of each actual publication of the WORK, including multiple printings and revised editions, and at all intervening times;

(h) Each party agrees hereby to cooperate fully in the defense of any indemnity claim against the other party and may select counsel at its own expense in any such Claim.

(i) In any such Claim based on the publication of this WORK, the PUBLISHER shall have the right to retain counsel of its own choosing, but may nonetheless participate with the AUTHOR'S counsel in defense of any legal Claim against the PUBLISHER and the WORK;

(j) The AUTHOR guarantees and warrants that all Warranties in this Agreement which are true for the PUBLISHER are also true for any person, persons, or entities which the PUBLISHER uses to print, publish, distribute, and sell said WORK, without the necessity of a separate contract between the AUTHOR and each person or entity involved in the process of publishing and selling this WORK;

(k) The warranties contained in this article do not extend to drawings, illustrations, insofar as not furnished by the AUTHOR, or to any other material not furnished by the AUTHOR.

The provisions of this Section 5 shall survive any termination of this Agreement.

6. MULTIPLE AUTHORS

If there are multiple Authors under this Agreement, the obligations of all the AUTHORS shall be joint and several unless otherwise expressly provided in this Agreement, but the PUBLISHER reserves the right to exercise any or all of its remedies against only the AUTHOR who does not perform as provided in this Agreement.

7. PUBLICATION

(a) PUBLISHER reserves the right, in its sole discretion, by giving written notice to AUTHOR, not to accept a submission upon receipt. In such event, the PUBLISHER will refund the AUTHOR'S submission payment, but the PUBLISHER shall have no obligation to return the submission package or the WORK;

(b) After giving written notice to the AUTHOR that it has accepted the WORK as being satisfactory for publication in the PUBLISHER'S sole judgment, the PUBLISHER shall publish the WORK within sixty (60) days after receipt of all required material relating to the WORK;

(b) If the WORK is not published within sixty (60) days after the PUBLISHER has received and acknowledged said receipt of the final corrected galley-proof from the AUTHOR, then this Agreement shall be terminated immediately and all rights in the WORK shall revert to the AUTHOR;

(e) The PUBLISHER shall publish the WORK with a copyright notice in the name of the AUTHOR in compliance with the United States copyright laws. The AUTHOR shall be given credit as the AUTHOR of the WORK unless the PUBLISHER is notified in writing by the AUTHOR to the contrary;

(f) The PUBLISHER shall have the right to use the AUTHOR'S name, likeness, and biographical information in the WORK and in all advertising for the WORK.

8. ROYALTIES

All payments under this contract will be made in United States dollars. Royalties are due only if the AUTHOR/S elects the marketing plan provided by the PUBLISHER or if the WORK is sold by the PUBLISHER. The PUBLISHER shall pay to the AUTHOR or his duly authorized representatives, the following advances and royalties:

- (a) A royalty of fifty-five percent (55%) of the PUBLISHERS net receipts on all copies of the WORK sold in print format (hardcover or paperback) less returns;
- (b) A royalty of seventy-five percent (75%) of the PUBLISHERS net receipts on all copies of the WORK sold in electronic format (eBooks, etc.) less returns;
- (c) No royalties shall be payable on copies furnished to the AUTHOR or on copies for advertising, marketing, promotion, contest, review, sample, or other similar purposes, or on copies destroyed.

9. STATEMENTS AND PAYMENTS:

- (a) The PUBLISHER agrees to render semi-annual statements on July 31st and January 31st in each year following the publication hereof, showing an account of sales and all other payments due hereunder to June 31st and December 31st preceding said respective accounting dates. Payment then due shall accompany such statements. If the royalty payment due is less than twenty-five U.S. dollars (\$25) the balance will be applied to the next statement until the royalty payment due equals or exceeds twenty-five U.S. dollars (\$25), at which time the PUBLISHER shall make the appropriate royalty payment to the AUTHOR;
- (b) The PUBLISHER will keep a separate account for each title that the AUTHOR has with the PUBLISHER, and the Royalty percentages listed in Section 8, subsections (a) through (c) will apply to each title individually.

10. TERM

PUBLISHER'S rights pursuant to Section 2 of this Agreement shall extend for three (3) years after the date the PUBLISHER first releases the electronic files of WORK to the printer for publication by PUBLISHER. This Agreement will automatically renew for consecutive one (1) year terms if neither party gives at least thirty (30) days advance written notice, prior to the end of the then-current term, that such party desires to terminate.

11. RIGHT OF TERMINATION

- (a) AUTHOR shall be entitled to terminate this Agreement effective thirty (30) days after DLITE PRESS receives a receipt of a written termination notice. Upon such termination, all rights granted to DLITE PRESS in this agreement shall immediately revert to the AUTHOR.
- (b) At any time from the date of first publication, the Publisher may on notice in writing to the Author or his representative, terminate this agreement and discontinue publication, and in that event, all rights granted to the Publisher shall revert to the Author

12. ARBITRATION

Any controversy or claim arising out of this Agreement or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining. Such arbitration shall be held in the County of Westchester unless otherwise agreed by the parties. The AUTHOR may, at his option, in the case of failure to pay royalties, refuse to arbitrate, and pursue his legal remedies.

13. BANKRUPTCY AND INSOLVENCY

If a petition in bankruptcy shall be filed by or against the PUBLISHER, or if it shall be adjudged insolvent by any court, or if a Trustee or a Receiver of any property of the PUBLISHER shall be appointed in any suit or proceeding by or against the PUBLISHER, or if the PUBLISHER shall make an assignment for the benefit of creditors or shall take the benefit of any bankruptcy or insolvency Act, or if the PUBLISHER shall liquidate its business for any cause whatsoever, this Agreement shall terminate automatically without notice, and such termination shall be effective as of the date of the filing of such petition, adjudication, appointment, assignment or declaration or commencement of reorganization or liquidation proceedings, and all rights granted hereunder shall thereupon revert to the AUTHOR.

14. FORCE MAJEURE

The termination of this contract and the reversion of the rights to the WORK shall not be deemed applicable for purposes of this Section, nor shall the PUBLISHER be liable because of delays caused by war, invasion, insurrection, blockade, embargo, riot, flood, earthquake, act of God, fire, strike, breakdown of market distribution facilities, shortages of labor or material, government or governmental agency, interference of civil or military authorities, or other causes of like kind beyond the PUBLISHER'S control.

15. NOTICES

Any written notice required under any of the provisions of this Agreement shall be deemed to have been properly served by delivery in person or by mailing the same in paper or by electronic means to the parties hereto at the addresses set forth above, except as the addresses may be changed by notice in writing; provided, however, that notices of termination shall be sent by registered mail.

16. WAIVER

A waiver of any breach of this Agreement or of any of the terms or conditions by either party thereto, shall not be deemed a waiver of any repetition of such breach or in any way affect any other terms or conditions hereof; no waiver shall be valid or binding unless it shall be in writing, and signed by the parties.

17. DOCUMENTS

If any of the rights granted to the PUBLISHER revert to the AUTHOR, the PUBLISHER shall execute all documents which may be necessary or appropriate to revert all such rights in the AUTHOR.

18. LAW

This agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of New York in the United States of America, regardless of the place of its execution or performance.

19. ALTERATION

This agreement may not be modified, altered or changed except by an instrument in writing signed by the AUTHOR and the PUBLISHER.

20. TRANSMISSION OF INFORMATION

The PUBLISHER and The AUTHOR agree to use care in the transmission of electronic information. Neither The PUBLISHER nor The AUTHOR will hold the other responsible for any virus or other harmful agent accidentally transmitted.

21. PAYMENTS

Payment for online submissions and related fees must be made with a major credit card (accepted cards as listed on PUBLISHER’S website) and shall be made to “DLite Press.” Payment for mail submissions and related fees must be made with a check or a major credit card (accepted cards as listed on PUBLISHER’S website) and shall be made to “DLite Press.” The fees for publishing and related services shall be based on the current information displayed on the PUBLISHER’S website. The PUBLISHER may change the fee structure, at any time, at its sole discretion.

22. SUPPLEMENTARY PROVISIONS (IF ANY)

Free eBook, eBook only publishing and Kid's Corner Authors

(a) Cover Design

The Publisher agrees to provide only one cover design, however, the author can submit a royalty free cover image.

(b) Layout

The Publisher shall only provide PDF eBook layout.

(c) Formatting and Proofing

The Publisher shall not provide any editing or proofing of the WORK.

(d) Sales or Marketing

The Publisher shall provide a free online upload only to DLite Press website.

ACCEPTED AND AGREED TO BY: AUTHOR

Signature of Author: _____ DATE _____

Print Name of Author: _____

Print Name of Guardian if applicable _____

Signature of Guardian _____

Address of Author: _____

Phone number of Author: _____

E-Mail Address of Author: _____

Title of Work: _____

Pen name or pseudonym if applicable _____

SSN/TAX ID: _____ (U.S. authors only)

ACCEPTED AND AGREED TO BY: DLITE PRESS

By: _____ DATE _____

Title _____