



AGREEMENT between **HYBRID Ink, LLC** (“the Publisher”) and **The Author** (“the Author”). The parties to this Agreement wish to publish the novel “**The Title**” (“the Work”).

1 Duration

The duration of this Agreement and all rights granted herein is for a fixed term of five years.

2 Rights

Author’s rights The Author retains all rights to the Work not granted to the Publisher below.

Publisher’s rights The Author grants to the Publisher first North American English language print and electronic publication rights to the Work, exclusive for one year. The Publisher does not request audiobook or film rights.

Breakdown of rights

- First rights means that the Publisher will be the first ones to publish the Work.
- North American rights means that the Publisher will retain these rights only in The United States, Mexico, and Canada.
- English language rights mean that the Publisher will only retain the right to publish the Work in English.

- Print and electronic rights mean that the Publisher will retain the right to publish a print book, as well as an e-book via common services such as but not limited to Amazon and Barnes & Nobel for a variety of devices, such as the Kindle and Nook. The Publisher also retains the right to sell the e-book independent of services such as a file download.
- Exclusive for one year means that the Publisher requests exclusive rights to publication for one year, after which the publication rights will revert to non-exclusive, allowing the Author to seek subsequent publication elsewhere.

3 Indemnifications

The Author attests that they are the sole creator of the Work and that the Work, to the best of their knowledge:

- Will not infringe on the personal rights of a third party, and
- Will not give rise to claims in defamation, privacy, infringement of copyright or trademark, etc.

The Author indemnifies and holds harmless the Publisher against any and all claims, actions, demands, etc. arising from the publication of the Work. This includes, but is not limited to, actions involving plagiarism, fraud, and theft.

4 Duties

Author duties The Author shall:

- Deliver a complete manuscript for the Work,
- Work with the Publisher and any representatives during the pre-publication editorial process, and
- Promote and market the Work post-publication.

Publisher duties The Publisher or its representatives shall:

- Edit the Work for content,
- Edit the Work for spelling and punctuation,

- Edit the Work for presentation,
- Procure cover and internal art not otherwise provided by the Author,
- Layout and design print and e-books,
- Publish the work for sale through print and electronically, and
- Promote and market the Work on various channels, with discounts at their discretion.

5 Copyright

The Publisher will obtain copyright for the Work in the Author's name, and will do so by January 1, 1970. Should the Publisher provide any additional materials including but not limited to cover art, internal art, additional text such as blurbs, etc., the Publisher will retain copyright ownership of that material.

6 Advances and Royalties

Advance There will be no advance against future royalties.

Royalties The Publisher agrees to pay royalties on net sales according to the following:

Edition	Royalties
Trade Paperback	25%
E-book	50%

Payment schedule The Publisher will pay the Author quarterly by way of PayPal.

Statement of account The Publisher will furnish a statement of account along with each quarterly payment.

7 Direct Copies

Advance Reader Copies The Publisher may provide Advance Reader Copies or Advance Review Copies (ARCs) at their discretion.

At publication The Publisher will ship twenty copies of the Work to the Author prior to publication. The Author will sign ten and ship those back to the Publisher for promotional use, and keep the other ten for their own use.

Post-publication The Author will have the right to purchase additional copies at cost plus shipping for sale at their discretion.

E-book The Author will receive e-book file or files of the Work to give to friends and family at their discretion.

8 Publication

Publication date Publication of the Work will not take place after January 1, 1970.

Reasonable delay Publication may be reasonably delayed due to unforeseeable circumstances through no fault of the Publisher such as, but not limited to, criminal action, labor disputes, etc.

Sunset If the publication date is not met by January 1, 1970 plus 90 days, this contract will sunset and all rights revert back to the Author.

9 Competing works

The Author agrees that they shall publish no other work, during the terms of this contract, that includes any characters, likenesses, or any other material related to the Book mentioned herein, unless agreed upon by the Publisher (e.g., the Author may not publish a sequel to the Work with another publisher without prior consent of the Publisher).

We will likely say yes, but do think of us should this situation arise.

10 Reversion

Out-of-print The Work shall be considered out-of-print:

- When the Work is for sale by the Publisher or licensee of the Publisher over two sales periods of 90 days, and
- This Agreement is still in force, but

Due to the limited terms of this contract, these situations will not arise, but is here for protection.

- Fewer than 25 copies of the Work have been sold by the Publisher or licensee of the Publisher, including through print-on-demand services and by electronic transmission or reproduction over that period.

Request of reversion If the Work is out-of-print and the Publisher receives a written request for reversion of rights to the Work from the Author, the Publisher shall agree to do one of the following within 90 days:

- Revert, in writing, to the Author all rights granted to the Publisher in this Agreement; or
- Announce that it will reissue an edition of the Work.

11 Termination

Other than the mechanisms outlined above, this Agreement may only be terminated by written agreement signed by both the Author and the Publisher.

12 Additional regulations

This Agreement is subject to the laws and regulations of the State of Washington.

Signed

Printed name of representative of the Publisher	Printed name of the Author
Signature of representative of the Publisher	Signature of the Author
Date	Date

Witnessed

Printed name of witness/lawyer

Signature of witness/lawyer

Date