

AMETHYST MOON PUBLISHING AND SERVICES

Book Publishing Agreement

This agreement is freely made between Amethyst Moon Publishing and Services, "AM Publishing", and _____, "the client", for the purpose of formatting and publishing the client's book titled (title subject to change), "the book":

AM Publishing and the client enter into this agreement under the terms listed below. The client agrees that any services not specifically requested are not considered to be part of this agreement. The client also recognizes that changes caused by the client that are beyond the scope of this agreement may incur additional fees. Under this agreement, the client accepts these responsibilities and terms:

1. The client agrees that it is his/her responsibility to proofread and edit their book to assure the book has no spelling, punctuation, typographical, content, or grammatical errors. The client understands changes may impact the cost.
2. The client agrees to supply the book's text in electronic format. Acceptable formats include Microsoft Word (*.doc), Text Editor (*.txt), Rich Text Format (*.rtf) files, and Portable Document Format (*.pdf). Please contact us if another file format is required. Please note: For clients that are submitting pdf files and requesting no formatting service, the pdf file must be formatted as specified by AM Publishing for use by our printer; AM Publishing will supply a template upon request. Please contact us for more information, including a possible reduction in fees if submitting a fully-formatted pdf file. Unless otherwise agreed to by AM Publishing & the client, the client will provide files within 30 days of signing this agreement, or this agreement expires and the flat fee down payment specified in paragraph 8 is forfeited.
3. If, at AM Publishing's discretion, the book's text requires substantial editing, AM Publishing will assign an editor or the client may hire his/her own editor. If an AM Publishing editor is used, the client will be charged for this service at our current, competitive, editing rate(s). AM Publishing will not charge the client to edit the book without their prior approval. AM Publishing, at our sole discretion, reserves the right to refuse the client's book for publishing if it does not meet our standards.
4. If applicable, the client agrees to supply all pictures and/or artwork in electronic format. Pictures and/or artwork should be at least 300 dpi to print legibly. Acceptable formats are *.jpg, *.tif, *.gif, and *.bmp. Please contact us if another file format is required. Unless otherwise agreed to by AM Publishing & the client, the client will provide files within 30 days of signing this agreement, or this

agreement expires and the flat fee down payment specified in paragraph 8 is forfeited. AM Publishing is also able to scan images for the client for an additional fee. Please contact us for more information. Books that include more than five (5) total diagrams, photographs or other artwork are subject to an additional formatting fee of \$50 per hour, \$25 minimum.

5. The client understands and agrees that a color or black and white **interior** needs to be specified before the formatting process begins. The client understands and agrees that changing from color to black and white interior or from black and white to color interior after the formatting process has begun will incur an additional \$100 fee.

6. Under this agreement, AM Publishing will perform the Basic Services designated (X) in the chart below for a flat fee of \$755.00 (choose any additional Basic Service options that apply). AM Publishing will perform the Optional Services designated (H) in the chart below for \$50 an hour, \$25 minimum (choose any Optional Services that apply). These charges are based on information provided by the client. Changes and alterations may incur additional fees. Contact us if you have need of a service that is not listed.

Basic Services (included in flat fee)	
General Formatting options	
X	Size pages & information to fit book size (text only)
X	Create file in proper format for the printer
X	Upload text & cover to the printer
Publishing Services	
X	Provide a soft copy proof (pdf file format) prior to printing
X	Provide a hard copy proof prior to release
Text options	
X	Select best page/book size for type of book
X	Add page numbers to all pages (except table of contents, title page, etc)
X	Create & format a Table of Contents (TOC)
	Add the Book Title to the top of even or odd numbered pages
	Add the Book Title to the top of all pages
	Add the author's name to the top of even or odd numbered pages
	Add the author's name to the top of all pages
Optional Services (additional fees apply)	
Text options	
	Create unique headers for each chapter/section
Cover options	
	Manage designer for author
Picture and Artwork options	
	Format diagrams, pictures, etc to fit page size
	Scan original pictures and/or artwork
	Clean up images of poor quality
	Supply pictures and/or artwork for the client

Cover option 1 (\$25): Client will supply the cover for the book. Client agrees to meet all specifications and formats required to result in a pdf file that is ready to go to print. AM Publishing will provide design specifications and a cover template in the application InDesign (version CS 3 or 4). Client will supply AM Publishing with the cover using the template AM Publishing provides. Client understands that AM Publishing will place our logo, ISBNs and barcode on the cover. The client also understands that the final cover cannot be completed until the page count is established and exact thickness of the book is determined. AM Publishing, at our sole discretion, retains the right to refuse book covers that AM Publishing deems to be inappropriate (e.g., covers that are not appropriate for the book, covers that we determine may be damaging to our reputation). Clients using this option will also provide AM Publishing with the front cover image in one of the following formats: (1) an InDesign (version CS 3 or 4) file with dimensions set to the size of the book (i.e., width and length dimensions match the book's final trim size), (2) a *.tif file set to at least 300 dpi with dimensions set to the size of the book (i.e., width and length dimensions match the book's final trim size) or (3) a *.jpg file set to at least 300 dpi with dimensions set to the size of the book (i.e., width and length dimensions match the book's final trim size). The front cover image will be used for advertising the client's book and the client will supply the front cover image and back cover text to AM Publishing within 30 days of signing this contract. AM Publishing charges a \$25 flat fee for this option.

– or –

Cover option 2 (\$125): Client elects to provide their own cover artwork or picture in *.tif or *.jpg format (300 dpi minimum, size established by AM Publishing). A flat fee of \$125 is charged to create and format the cover to the proper specifications for printing. Client is responsible for back cover text and any images to be included on the cover. Any supplied images or artwork must be in *.tif or *.jpg format set to a minimum of 300 dpi. AM Publishing, at our sole discretion, retains the right to refuse book covers that AM Publishing deems to be inappropriate (e.g., covers that are not appropriate for the book, covers that we determine may be damaging to our reputation).

– or –

Cover option 3 (\$325): Client requests a cover to be generated for them. AM Publishing will provide two (2) to three (3) options to the client for approval. Our fee for cover creation when no artwork is supplied is \$325 plus any costs we incur to acquire photographs, artwork, etc (if applicable). AM Publishing will get client approval before incurring any costs above the \$325 flat fee. Client is responsible for back cover text. AM Publishing may edit the text for grammar, punctuation or content.

7. Changes to covers requested by the client are charged at \$50 an hour, \$25 minimum. A minor change (i.e., one time change that require less than one half hour to incorporate) is included in the cover pricing.

8. Payment terms are as follows:

- \$400 of the flat fee (flat fee down payment) for the interior of the book is due at signing
- Remainder of the flat fee (\$355) is due upon delivery of soft copy proof
- For cover option 1, the full \$25 book cover fee is due upon signing.
- For cover option 2, the full \$125 book cover fee is due upon signing.
- For cover option 3, \$200 is due upon signing with the remaining \$125 is due upon delivery of cover to client for approval
- Additional fees are due at time of service

9. Books that result in large file sizes, i.e., those in excess of 100mb, will incur an additional fee of \$25 each. (Note: large file sizes result from use of large quantities of high definition photographs, charts, drawings, sketches, etc.)

10. Client agrees to pay the yearly digital catalog fee (currently \$15, price subject to change) for as long as they wish to have their book distributed or sold.

11. Client understands and agrees that all files created or used by AM Publishing to produce/print the client's book remain property of AM Publishing. AM Publishing agrees to only use these files as necessary to produce/print and/or to advertise the client's book unless otherwise agreed to by AM Publishing and the client.

12. Client understands and agrees that changes requiring less than one (1) hour to incorporate are allowed once prior to the soft copy proof and once during the soft copy proof. Additional changes and changes made after the client approves the soft copy proof will be charged at an hourly rate of \$50 per hour to incorporate, with a \$25 minimum, plus \$40 for each additional upload to the printer.

13. Client will supply a short (approximately 150 to 200 word) description of their book to be used on the back cover, placed in the digital catalog and to advertise the book on AM Publishing's website. AM Publishing reserves the right to add or subtract information from the description for the catalog, book and website as space or other requirements dictate. Reasonable effort will be made to include the client in this process.

14. Client agrees to supply a photograph(s) of their choice along with a short biography for inclusion on our website, www.onechoicecanchangealife.com. Photographs and biographies are subject to approval by AM Publishing. AM Publishing reserves the right to make modifications to the wording of

the biography, including correct grammar and punctuation corrections. Reasonable effort will be made to include the client in this process. Photographs are requested in at least 90 dpi.

15. Client agrees to compensate AM Publishing for any other works based on or originating from the client's book, including but not limited to plays and movies. The rate of compensation will be 10% of the client's royalty, fee, pay, and/or any other form of compensation the client receives.

Please note: AM Publishing accepts books for publication that meet certain criteria. We do not accept books that include excessive profanity, obscenity or sexual content. **The client assures that the content of his/her book is original and they own the rights to the content.** We reserve the right to accept or reject works based solely on our judgment. In the case of default of payment, the client agrees that he/she is responsible for any costs associated with any action or legal proceeding required by AM Publishing to recover payment.

By placing your signature below, you acknowledge that you understand, accept and agree to these terms. Please note: The client retains the rights to the book unless otherwise specified.

These terms and conditions are agreed to on this date: _____

Signed:

Client

Amethyst Moon Publishing and Services