

AMETHYST MOON PUBLISHING AND SERVICES AGREEMENT

This Publishing and Services Agreement (the "Agreement") is made _____, 20__, by and between Amethyst Moon, LLC, an Arizona limited liability company, dba Amethyst Moon Publishing and Services ("AM Publishing"), and _____ ("Client"), for the purpose of formatting and publishing the client's book titled (title subject to change):

_____ (the "Book").
AM Publishing and Client may be referred to herein individually as a "Party" and collectively as the "Parties."

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. **General Scope.** AM Publishing and Client enter into this Agreement under the terms and conditions set forth below. Client agrees that any services not specifically requested herein are not considered part of this Agreement. Client also recognizes that changes caused by Client that are beyond the scope of this Agreement may result in additional fees.

2. **Copyright.** Client acknowledges and agrees that it is Client's responsibility to take any and all action necessary to copyright the Book. AM Publishing shall not be required to secure such copyright.

3. **Delivery.** Client agrees to deliver to AM Publishing, a complete text of the Book in one of the following electronic formats: Microsoft Word (*.doc,*.docx), Text Editor (*.txt), Rich Text Format (*.rtf) files, and Portable Document Format (*.pdf). AM Publishing's prior approval will be required if Client wishes to use another file format. If Client elects to submit the text in pdf format and no formatting service is provided by AM Publishing, the pdf file must be formatted as specified by AM Publishing for use by its printer and AM Publishing will supply a template upon request. AM Publishing may apply a fee reduction if Client submits a fully-formatted pdf file. Unless otherwise agreed by the Parties, Client will provide the script of the Book within 30 days of signing this Agreement. If the Book has not been provided within such 30-day period, AM Publishing may, at its option, terminate this Agreement by providing written notice to Client and the flat fee down payment specified in paragraph 9 shall be forfeited.

4. **Form and Format.** If applicable, Client shall furnish to AM Publishing complete and ready for reproduction, all drawings, maps, photographs, charts, and designs (the "Artwork") which

are a part of or necessary to the Book. The Artwork should be at least 300 dpi to print legibly and shall be furnished in one of the following electronic formats: *.jpg, *.tif, *.gif, and *.bmp. AM Publishing's prior approval will be required if Client wishes to use another file format. Unless otherwise agreed by the Parties, Client shall provide the Artwork files within 30 days of signing this Agreement. If the Artwork has not been provided within such 30-day period, AM Publishing may, at its option, terminate this Agreement by providing written notice to Client and the flat fee down payment specified in paragraph 9 shall be forfeited.

At Client's request, AM Publishing may be able to scan images for Client for an additional fee. Books that include more than five (5) total Artwork images are subject to an additional formatting fee of \$50 per hour, with a \$25 minimum.

Client understands and agrees that a color or black and white **interior** must to be specified before the formatting process begins. Changing from color to black and white interior or from black and white to color interior after the formatting process has begun will result in an additional \$100 fee.

5. **Editing and Proofreading.** Client agrees that it is his/her responsibility to proofread and edit the Book to assure the Book has no spelling, punctuation, typographical, content, or grammatical errors. Client understands changes may impact the cost of the services AM Publishing is providing under this Agreement. If, at AM Publishing's discretion, the Book's text requires substantial editing, AM Publishing shall assign an editor or Client may hire his/her own editor. If an AM Publishing editor is used, Client will be charged and agrees to pay for this service at AM Publishing's current, competitive, editing rate(s). AM Publishing will not charge Client to edit the book without Client's prior approval. AM Publishing, at its sole discretion, reserves the right to refuse the Book for publishing if it does not meet AM Publishing's standards.

6. **Representations and Warranties.** Client represents that he/she is the sole proprietor of work in the Book and that the Book to the best of his/her knowledge does not contain any libelous matter and does not violate the civil rights of any person or persons, does not infringe any existing copyright and has not previously been published. Client shall hold harmless and indemnify AM Publishing against any claim, damages or judgment, including court costs and attorneys' fees, which may be sustained or recovered against AM Publishing by reason of the publication or sale of the Book, arising from anything contained therein. Client shall also reimburse AM Publishing for all expenses, including court costs, attorneys' fees and amounts paid in settlement, sustained by AM

Publishing in resisting any claim, demand, suit, action or proceeding asserted or instituted against AM Publishing based upon the publication or sale of the Book by reason of anything contained therein.

7. **Basic Services.** 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 selected by Client that are designated (H) in the chart below for a fee of \$50 an hour, with a \$25 minimum. These charges are based on information provided by the Client. Changes and alterations requested by Client may result in additional fees. Other services not listed may be available upon request at an agreed upon fee.

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 using the template AM Publishing provides. AM Publishing will provide design specifications and a cover template in the application InDesign (version CS 3 or 4). Client understands that AM Publishing will place its logo, ISBNs and barcode on the cover. 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 its 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 it determines may be damaging to its 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 Book and Client will supply the front cover image and back cover text to AM Publishing within 30 days of signing this Agreement.

-or-

Cover option 2 (\$125): Client elects to provide his/her 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. AM Publishing, at its 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 it determines may be damaging to its reputation).

- or -

Cover option 3 (\$325): Client requests a cover to be created by AM Publishing. AM Publishing will provide two (2) to three (3) options for Client's approval. The fee for cover creation when no artwork is supplied is \$325 plus any costs incurred 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.

8. **Changes to Covers.** 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.

9. **Payment Terms.**

a. \$400 of the flat fee (flat fee down payment) for the interior of the book is due at signing.

- b. Remainder of the flat fee (\$355) is due upon delivery of soft copy proof.
- c. For cover option 1, the full \$25 book cover fee is due upon signing.
- d. For cover option 2, the full \$125 book cover fee is due upon signing.
- e. For cover option 3, \$200 is due upon signing with the remaining \$125 is due upon delivery of cover to client for approval.
- f. Additional fees set forth in this Agreement are due at time of service.

10. **Additional Fees.**

a. 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.)

b. 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 by AM Publishing.

c. 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 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.

11. **Book Description.** Client will supply a short (approximately 150 to 200 word) description of the 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 Client in this process.

12. **Client Photograph.** Client agrees to supply a photograph(s) of his/her choice along with a short biography for inclusion on AM Publishing's 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 Client in this process. Photographs are requested in at least 90 dpi.

13. **AM Publishing Property.** Client understands and agrees that all files created or used by AM Publishing to produce/print the Book remain property of AM Publishing. AM Publishing agrees to only use these files as necessary to produce/print and/or to advertise the Book unless otherwise

agreed to by AM Publishing and Client. Client agrees not to use these files for any purpose without the written consent of AM Publishing.

14. **Royalty to AM Publishing for Derivative Work.** Ten percent (10%) of all revenue derived from the sale of rights not specifically enumerated in this Agreement, whether now in existence or hereinafter coming into existence, based on or originating from the Book, including, but not limited to, plays and movies, shall be paid to AM Publishing. Client agrees to make, sign, execute, deliver and acknowledge all such papers, documents and agreements as may be necessary to effectuate the royalty right in favor of AM Publishing.

15. **Publishing Criteria.** AM Publishing accepts books for publication that meet certain criteria. It does not accept books that include excessive profanity, obscenity or sexual content. We reserve the right to accept or reject works based solely on our judgment. In the case of default of payment, Client agrees that he/she is responsible for any costs associated with any action or legal proceeding required by AM Publishing to recover payment.

16. **Publishing Pricing and Royalties.** AM Publishing shall publish and print copies of the Book necessary to meet market demands in accordance with the terms and conditions set forth in Addendum A, attached hereto, if Client so elects by Client signing Addendum A.

17. **Miscellaneous Provisions.**

a. This Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona.

b. A waiver of any breach of this Agreement or of any of the terms and conditions by either party 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 deemed valid or binding unless it shall be in writing, and signed by the parties.

c. In the case of default of payment, Client agrees that he/she is responsible for any costs associated with any action or legal proceeding required by AM Publishing to recover payment.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above. Client, by placing his/her signature below, acknowledges that he/she understands, accepts and agrees to these terms.

Signed:

Client

Amethyst Moon Publishing and Services

Book Publishing Agreement – Addendum A “Pricing and Royalties”

This Book Publishing Agreement Addendum becomes part of the Amethyst Moon Publishing and Services Agreement (the “Agreement”) upon Client affixing his/her signature hereto. Capitalized terms have the meaning as set forth in the Agreement. Under this Addendum to the Agreement, Client accepts the following terms and conditions:

1. AM Publishing agrees to cause all copies of the Book to be printed in order to meet market demands, including purchases made through AM Publishing’s website.

2. The client agrees that the original retail prices for the book are initially established as follows:

_____ United States dollars each

_____ Canadian dollars each

_____ UK pounds each

_____ European euro each

_____ Australian dollars each

3. AM Publishing reserves the right to request a retail price reduction from Client to stay competitive in the market or for special events or venues. Client reserves the right to approve or reject a price reduction request. If approved, Client shall provide written permission to AM Publishing, which shall include the new retail cost and the time frame for which that retail cost shall remain valid.

4. Unless otherwise agreed, any reductions executed as part of paragraph 3 shall be borne solely by Client.

5. Client agrees that wholesalers will be given a discount of _____% of the specified retail price, which results in the following original wholesale prices:

_____ United States dollars each

_____ Canadian dollars each

_____ UK pounds each

_____ European euro each

_____ Australian dollars each

6. Retail profit shall mean the difference between the retail printing costs/fees and the

original retail price (see paragraph 2).

7. Wholesale profit shall mean the difference between the wholesale printing costs/fees and the original wholesale price (see paragraph 5).

8. AM Publishing shall receive a fee of 25% of the profit, as defined in paragraphs 7 and 8, but in no event less than \$1.00 US per book sold.

9. Client understands that AM Publishing is paid for foreign purchases in US dollars. Therefore, fluctuations in the value in foreign currencies may have an effect on the royalty fee and is outside the control of AM Publishing. Client shall not hold AM Publishing responsible in any way for these currency fluctuations.

10. AM Publishing shall pay Client royalties as follows:

a. For sales made in US dollars, 75% of the profit as defined in paragraphs 6 and 7, after the condition in paragraph 8 is met. (See “Amethyst Moon Publishing and Services Book Pricing Sheet” for details of client royalties.)

b. For sales made in foreign currencies, 75% of the original profit as defined in paragraphs 6 and 7, after conversion to US dollars and once the condition in paragraph 8 is met.

c. Royalties are paid at the end of the quarter following the quarter in which sales are made. AM Publishing shall notify Client in writing—email or postal mail—if a change in payment dates occurs.

11. Client may purchase books for his or her own use or for resale at a discount of _____% of the retail price, plus shipping/handling. Discounts may be available for larger quantity book orders. (See “Amethyst Moon Publishing and Services Book Pricing Sheet.”) No royalty payments shall be paid on copies purchased by Client. Client is responsible for any state, city, or local taxes on books purchased by the client at the author rate.

12. Client is responsible for obtaining and maintaining appropriate legal documents and/or licenses for resale of books purchased from AM Publishing or other sources.

13. Client understands and agrees that Client shall not hold AM Publishing responsible for royalties on books for which AM Publishing has not received payment.

14. Client elects to have their royalties paid by:

_____ a check drawn on a US bank in US currency. Client shall supply his/her current address. Client is responsible for notifying AM Publishing of any change of address.

_____ through PayPal. Client shall supply any and all information required for PayPal payments to be processed. Client understands that PayPal may charge them a fee for this service. AM Publishing is not responsible for PayPal fees.

Changes to method of payment must be done in writing.

15. AM Publishing is not responsible for Force Majeure events, including power outages, equipment failures, fire, water damage, non-receipt of an order, weather, delivery services (i.e., the post office, UPS, Fedex, or other mail carrier), or acts of God which affect the ordering, printing, or delivery of the Book.

By placing your signature below, Client acknowledges that he/she understands, accepts and agrees to these terms, which become a part of the Agreement and are incorporated therein.

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

Signed:

Client

Amethyst Moon Publishing and Services