



## Publishing Agreement

**In the following Agreement the THE AUTHOR is the party assigned below (you). The Company is Truesource Publishing, a division of Truesource Media**

### Author's Terms

**In publishing your stories, this is for publishing all your stories related to the Annmar Chronicles, including characters, places, event, religions, and mythology that add to the lore of the Annmar Chronicles.**

First and foremost an Author understands that even though not everything in this contract may apply this contract is binding. An Author understands that the publisher is required to provide when publishing their book, one copy of the printed book for the author. Full editing services (*the book has to be completely edited by the publisher and ready for print and the writer & author is satisfied with the finished product*), full graphic and design services in designing the book cover and inside the book, full marketing services for selling published books, and receive an undisclosed percent of profits from the sale of the book. **The Author** will receive 2% - 35% of the profits depending on if the published work is a short story, novel, graphic novel, or collection of works. Also the writer and author understand that the profit margin from the sale of the book is the difference between the cost of printing and the wholesale price set by the publisher for bookstores and book dealers unless the publisher sells the book from its own book stores then the profit margin is the difference between the cost of printing and the price of what we sell the book for.

Truesource Publishing certifies that the written work of **The Author** (any work that is listed by the author under our publishing firm) are copyrighted under the name of the author and owned by the author, while the publishing rights are given to Truesource Publishing. In accordance with this agreement only Truesource Publishing will be able to reproduce the written work of the author under any publication that is produced by Truesource Publications and Truesource Publishing as set by the agreement of the publishing rights given to Truesource Publishing with permission by the author, **The Author**

The Author understands....when sending us material to be published it needs to be sent to us by uploading the material to our website or via email because it is easier for us to copy and paste the material into an html document so it can be published on our website. When sending the material by email it needs to be sent as an attachment in the form of a Microsoft word or works document (do not use WordPad or notepad because they are very difficult to transfer to a html document and word or works is just easier to do and 99% of all computers should have Microsoft word or works on it). If you send us material by the mail then it has to be on a disk or CD; we will not retype it for you unless you want to pay our rewrite fees. For any customer or author buying written material the payment will be confirmed and then the written work will be sent via email after payment has been confirmed. This is so all work on this site remains protected, as well as for other security measures. If there are problems then you can contact our support team via email so we can solve the problem (editor@annmarchronicles.com).

Authors/customers also understand that there will not usually be any refunds for services if charged for something unless it is an extreme circumstance. This is to ensure our low prices continue in a competitive market. If there is extreme circumstances then email us so we can try and fix the problem and if there is no way to solve the problem or help you the customer we will refund your money. If a customer does not want to use a credit or debit card to purchase anything from us, it can be sent to our physical address located on our "Contact Us" page. We will not accept cash through the mail, but only money orders and checks. All Checks will be processed through our bank first to ensure payment then purchases will be sent to you via email or a physical address (this applies to e-books). Please provide your customer information if you subscribe or purchase anything this way (name, mailing address, and email if applicable) and please tell us how you would like your purchase or title set-up information sent to you by written authorization.

Also we want the customers and authors to understand we will send information or purchases through the physical mail if you want. For any author that would like customers to have a way to contact them about their work please give us the exact information (name, physical address, and email address where you can be contacted, no telephone numbers for security purposes) that you would like the public to have in your email that you send us when sending us your submissions or Truesource Publishing will provide one for the author.

In your email to us include a paragraph which has your exact information for the public and that is the information we will give. Also you understand that telling via email that you want to give out contact information you are authorizing us to do this. If you would like to withdraw any information from the public send us written authorization to our physical address and as soon as we have it we will withdraw any information to the public about you the author. If you are sending us something that is too big for email then send us a copy of the work to our physical address or you can send us a chapter per email over the course of a day or two; once we have received the entire body of work then we will publish it in its complete form. We only publish material in its complete form.

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## **Characters**

All characters that the Author creates for the Annmar Chronicles are the property of the Author. No other Author will be able to write from their point of view unless given permission from the Author who created the characters. Everything the Author creates will be a part of the official lore and history of the Annmar Chronicles. All of this will be a part of the official timeline and histories of Annmar. All of this can be mentioned in other Author's works as part of history, but the Author who created the characters will be credited in that story as the creator of those characters. In regards to Collaborative works, big story lines about big events with multiple characters, one author will be selected to write the book and can use the characters, but with the Author's editorial approval. Or the book will be broken down by Point of View chapters where each Author will contribute to the book. The book will be the same as a collection of stories especially when it comes to royalties.

## **Warranties**

The Author warrants and pledges that he/she is the sole Author and owner of the copyright of the Work and all its contents. He/She has not plagiarized the work. If the work is Non-Fiction, the Author warrants that the Work is as accurate in all respects to the best of the Author's ability, does not miss-state, mislead, or omit any material or fact that could result in libel. The Author warrants that the Work does not in any way represent any person, place, thing, or event in such a way that would be considered libelous. No people or person, company, or other entity is presented in the Work in a way that is false or slanderous. The Author warrants that the Work does not infringe on any Statutory, or Common Law right of copyright, or privacy of any other party. If the Work is Fiction then the Author warrants that the Work represents no real persons, entities, or events as a way to be deemed libelous. The Author warrants that Work that might be considered Obscene, Pornographic (erotic type literature not suitable for people under the age of 18, but sensual literature is okay because its not considered pornographic) or Hate Literature can in no way be deemed libelous and hold this Company libelous for its publication if it violates any law. The Author warrants that any and all rights and warranties not mentioned in this paragraph have been secured by the Author in such a way that they cannot be deemed libelous or illegal in any way or any entities. The Author also warrants that he/she has the right o enter into this agreement. The Company reserves the right to reject or cease publication if we find that the Work is libelous or other wise breaks this agreement.

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## Payments to the Author

All percentages or royalties made from the sale of your Work will be paid monthly. All percentages or royalties will be paid on a 90 day quarterly basis following the end of the month when the first payments are received for the sale of the Work and Checks will be mailed on the 30<sup>th</sup> of the month (28<sup>th</sup> or 29<sup>th</sup> if in the month of February) *For example Percentages made from sale of your Work for the month of March will be sent in August.* Statements will include number of copies sold. All percentages made from the sale of your work will be paid in United States Currency. If you have an account with a personal bank account attached to it from another bank then we can transfer you profits in an instant every time a purchase is made of your written work. We usually transfer your profits the same day a purchase was made; all you need to do is provide the email address that is your username with Zelle Payments for our records so we can transfer you money. If you email address or Phone Number for Zelle Payments. is different than the one you provided for you records with our magazine then please let us know when you submit you material to be published. However we only do this service if you specify it with us – usually we will send you a check once a month. The Company is not responsible for percentages paid in another currency other than that of the United States. All currency exchanges and fees will be paid by Author. Please Note: *Prices are subject to change if cost and the market warrant it. This will not change the percentages the Author will be paid, but might affect the amount paid. Write to Print reserves the right to change the cover price of the work (with notice from the company within 30 days to the Author.) The Author will give timely notice of any change of Address. Payments that are returned by the postal service will be held by the Company until such a time that they cannot be forwarded to the Author, or until they are legally declared abandoned, and returned to the Company's funds.* The Author shall receive 25% of any income derived from the Publishers utilization of its rights of the Work, except if the work is an entity of Truesource Publishing to which the author has already given the right to publish in and has given permission for the use of the author's work. Compensation for the utilization of its rights of the Work is only for use by parties other than Truesource Publishing or any of its subsidiaries or parent companies if Truesource Publishing or any of its subsidiaries or parent companies has received compensation for the use of work with the author's permission.

## Author's Additional Contract Provisions

**The Author** will receive 1 copy of the book. **The Author** will receive one promo poster to advertise his book. The Author reserves the right to edit and revise the Work and all rights pertaining to revisions and/or revised editions of the Work shall belong exclusively to the Author and the Illustrator. The Author and the Illustrator also expressly reserve the right to renegotiate additional or more favorable terms for publication or said revisions if there is an illustrator assigned to this book.

The Author shall reserve any and all electronic rights and/or foreign rights pertaining to the Work. Furthermore, in the event that Publisher breaches the publishing agreement between Author and Publisher, all of the publishing rights revert to the Author. The Author reserves the right to purchase books for resale from the Publisher for the cost of printing associated with the Work out of the inventory of Truesource Publishing.

## Hold Harmless

The Author agrees to hold harmless, Write to Print, Truesource Publishing its agents, owners, employees, shareholders, directors, representatives, successors, and assigns from all and any manner of claims, awards, judgments, damages, expenses (including attorney fees) that may result from claims of third parties regarding ownership, libel, plagiarism, misappropriation, privacy, slander, and like claims in the publication of the Work. The Author acknowledges the Company has no knowledge or responsibility for the content of the Work and cannot be called to defend, present, or otherwise support the Work of the Author in the case of a claim from a third party against the Work, and the Author takes full and complete responsibility for the content of the Work.

## Indemnities

The Author agrees to indemnify, Write to Print, Truesource Publishing, its owners, agents, employees, shareholders, directors, representatives, successors, and assigns from all and any manner of claims, awards, judgments, damages, expenses, (including attorney fees) that may result from the claims of third parties regarding ownership, libel, plagiarism, misappropriations, privacy, slander, and like claims in connection with the publication of the Work. The Author Agrees to indemnify the Company in the event the Author in any way breaches any of the warranties in this agreement. The Company agrees to notify the Author promptly of any indemnity under

this agreement. The Company reserves the right to choose its own legal representation. The Author may retain their own council at their expense.

## **Terms and Termination**

This Agreement is inclusive for the term of the Agreement. The Author shall not enter into any other agreement for the printing and distribution of the Work so long as this agreement is in force but may cancel at any time with a thirty day notice. Both parties may terminate this agreement at anytime without cause with a thirty day notice. Such termination must be in writing and delivered by certified mail to our physical address. The postmark date is to be considered the notice date and the start of the thirty day period which will determine the date of termination. If the notice to terminate the agreement is given in the first thirty days from the beginning of the agreement and the Work has not been published any fees paid by the Author will be applied to the cost of production services (title set-up fees and fees for publishing your work) already rendered to that point of termination. The Company will cease publication of the Work once written documentation of termination has been received. Any payments from the purchase of published work will be mailed on the next payroll date. If the agreement is terminated by the Author after the first thirty days there will not be any refunds of fees. In the event of a termination of the Agreement by either party the Publisher shall provide the Author with a complete list of outstanding licenses, purchase orders, contracts to purchase, or any other contract pertaining to the Work made by Publisher. Author shall also retain the right to purchase any inventory held by the Publisher for a price not to exceed the Publishers cost of printing said work. It is expressly understood between the parties than in the event of termination of the Agreement by either party, any and all rights pertaining to the work, whether stated in this Agreement or not shall revert to the Author.

## **Lost Opportunities**

In the event that Truesource Publishing or any of its subsidiaries or parent companies fails to publish the Work, the Author shall be entitled to any and all damages she may recover as a result of the lost opportunity and furthermore, the Parties stipulate and agree that the Author shall be entitled to receive \$300.00 as liquidated damages. Truesource Publishing will have 365 days from the time that the contract is signed to put the work into print and to be published. Printing and Publishing is not the street date of the book, but the date the book is accepted by the Truesource Publishing and their print company while being available for ordering by Book dealers and bookstores before the street date. In the event that Truesource Publishing, Truesource Media, any subsidiaries or parent company are sold to another publisher, all or the publishing rights pertaining to the work revert to the Author.

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## **Illustrators Rights**

Publisher and Illustrator (if there is an illustrator) expressly agree that all of the rights granted to the Author regarding the writing of the Work shall equally apply to the Illustrator regarding their rights to the illustrations in the work if there are illustrations.

## **Notices**

All notices to the Company must be sent certified mail to our physical address. All notices to the Author in writing will be sent though the mail to the last address on record. The Author will give the Company timely notice of Change Address. All other contact will be done via email between the Company and the customer. All contact information can be found in the "Contact Us" page.

# **ROYALTIES**

Royalties are not a set amount, but a percentage of the profits from each sale.  
They will vary depending on the royalties from each particular book distributor and publisher.

Royalties are paid at the end of the month for the previous month's sales.  
eBook royalties start 2 months after the publication date. Print Royalties start 4 months after the publication date.

## SHORT STORIES

Author – 35%  
 Masters of Lore (Editor) – 15%  
 Illustrator –12%

## NOVELS

Author – 35%  
 Masters of Lore (Editor) – 15%  
 Illustrator –12%

## BOOK COLLECTIONS

These are collections of short stories and can be a collection of 4, 6, 8, or 10 stories

Authors – 4% - 10%, depending on the number of stories are in the collection  
 Masters of Lore (Editor) – 10%  
 Illustrator –2% per story that you did the illustrations for

### BOOK COLLECTIONS: AUTHOR PERCENTAGES

4 Stories in Collection – Authors make 10% in Royalties  
 6 Stories in Collection – Authors make 8% in Royalties  
 8 Stories in Collection – Authors make 6% in Royalties  
 10 Stories in Collection – Authors make 4% in Royalties

## GRAPHIC NOVELS

Author – 30%  
 Masters of Lore (Editor) – 10%  
 Illustrator –30%

## EDITORS and ILLUSTRATORS

If there is more than one Master of Lore or Editor for a story or novel, the royalty percentage will be divided equally. The same rule applies for illustrators.

***Signatures required for contract to be binding.***

- Author - The Author
- Illustrator (if it applies to published book)
- Publisher – Truesource Publishing

AUTHOR		DATE	
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ILLUSTRATOR		DATE	
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PUBLISHER		DATE	
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