

# SOUTHERN ARIZONA PRESS NO FEE PUBLISHING CONTRACT

AGREEMENT MADE this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between

Southern Arizona Press (hereinafter referred to as the “Publisher”)

And

[name of author] (hereinafter referred to as the “Author”).

WHEREAS the parties wish respectively to publish and have published a book (hereinafter referred to as the “Work”) provisionally titled “[book title]”;

NOW, THEREFORE, they mutually agree as follows:

1. **Grants of Rights:** For a period of no less than two (2) years from the effective date of this contract:

a. The Author grants to the Publisher exclusive right in the English language, throughout the world, to format, print, publish, and sell the Work as a soft-cover (mass-market and/or trade paperback) book via Kindle Direct Publishing (KDP). At their discretion, the Publisher may choose to publish the Work via other publishing platforms as they see fit. The Publisher will assume all expenses incurred for submission and publication to said platforms. The proceeds received by the Publisher from the sale or license of such rights shall be divided between the Author and the Publisher as set forth in paragraph 10.

b. The Author grants to the Publisher exclusive right in the English language, throughout the world, to format, publish, and sell the Work as an e-book via KDP. At their discretion, the Publisher may choose to publish the Work via other online or e-book platforms as they see fit. The Publisher will assume all expenses incurred for submission and publication to said platforms. The proceeds received by the Publisher from the sale or license of such rights shall be divided between the Author and the Publisher as set forth in paragraph 10.

c. **Subsidiary Rights and Licenses:**

(1) The Author grants to the Publisher the exclusive right, throughout the world, to sell or license the rights of the Work indicated below upon such terms as the Publisher deems advisable. The proceeds received by the Publisher from the sale or license of such rights shall be divided between the Author and the Publisher as set forth in paragraph 10:

(a) book club rights;

(b) textbook rights;

(c) anthology rights;

Author’s Initials \_\_\_\_\_

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(d) abridgment/condensation rights;

(e) large print rights;

(f) mass-market paperback rights;

(g) trade (quality) paperback rights;

(h) British Commonwealth rights;

(i) all other forms, formats, platforms, and standards now in use or which may in the future be in use during the term of this agreement and its option terms.

(j) picture, dramatic, television, radio, and allied rights.

Any subsidiary rights not exploited within two (2) years of publication shall become nonexclusive.

(2) The Author shall maintain the exclusive right, throughout the world, to sell or license the rights in the Work indicated below. No proceeds received by the Author need be divided between the Author and the Publisher per the provision of this agreement.

(a) first serial rights (i.e., publication of condensations, excerpts, digests, serializations, and extracts in newspapers and periodicals before first publication in book form);

(b) second serial rights (i.e., publication of condensations, excerpts, digests, serializations, and extracts in newspapers and periodicals after first publication in book form);

(c) selection rights, (such as a catalogue that produces its own edition of the work);

(d) foreign language rights;

(e) merchandising and commercial rights;

(f) audio rights (i.e., the right to use or adapt the Work or any portion thereof as a basis for audio through any method of recording or transmission now known or hereafter devised, including, without limitation, copying or recording by phonographic, magnetic, laser, electronic, or any other means and whether on phonograph records, audio cassettes, audio discs, or any other human or machine-readable audio medium and the broadcast or transmission thereof, now known or which may be devised in the future);

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(g) online database (via time-sharing access equipment or direct downloading);

(h) CD-ROM optical discs in all forms now or to be utilized;

d. Exclusive right to license in all foreign languages and all countries, remains with the Author;

e. The Author grants to the Publisher the right of first refusal as to any revision or republication of the work. During the period of this agreement, except in the case of termination in accordance with paragraph 17 herein, the Author shall not submit any revision or republication of the Work to other publishers, nor seek offers from nor negotiate with others, with respect thereto until first offering said work to the Publisher. After submission of said proposed revision or republication, the Publisher shall have thirty (30) days to determine whether to publish the said next work; if so, the parties shall negotiate in good faith the terms of the publishing agreement. If the parties are unable to reach agreement before the thirty (30) days shall expire, then the Author shall be free to offer the said revision or republication to others, but only on terms more favorable than those offered by the Publisher. The Author shall notify the Publisher in writing of such offer, and all particulars, within seven (7) days of the receipt of said offer, and the Publisher shall have the right for thirty (30) days to match said offer of any other publisher.

f. The Author grants to the Publisher the right to use or license others to use the approved name, likeness, and biography of the Author, the Work, and the title of the Work, in whole or in part, or any adaptation thereof as the basis for trademark or trade name for other products or for any other commercial use in connection with such other products as provided in the paragraphs above.

## 2. Delivery of Satisfactory Copy:

a. The Publisher acknowledges receipt of an acceptable manuscript OR the Author agrees to deliver a complete copy of the revised manuscript of the work in the English language, together with any necessary permissions and all photographs, illustrations, drawings, and indexes suitable for reproduction and necessary to the completion of the manuscript not later than [date]. Author's Initials \_\_\_\_\_.

b. If the Author fails to deliver the manuscript within thirty (30) days after the above date, or if any manuscript that is delivered is not, in the Publisher's judgment, satisfactory, the Publisher shall give the Author written notice describing such failure and permit the Author to cure this defect within thirty (30) days of that notice. If the Author fails to do so, the Publisher may opt to terminate this agreement by giving written notice.

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**3. Permission for Copyrighted Material:** If the Author incorporates in the work copyrighted material, they shall procure and maintain, at their expense, written permission to reprint it.

**4. Author's Warranties and Indemnities:**

a. The Author warrants that they are the sole author of the work; that they are the sole owner of all the rights granted to the Publisher; that they have not previously assigned, pledged, or otherwise encumbered the same; that they have full power to enter into this agreement; that except for the material obtained pursuant to Paragraph 3, the work is original, has not been published before in the form submitted by the Author, and is not in the public domain; that it does not violate any right of privacy; and that it does not infringe upon any statutory or common-law copyright.

b. In the event the work has been published before in the form submitted by the Author, the Author warrants they have obtained all appropriate rights to have the work printed through the Publisher.

c. In the event of any claim, action, or proceeding based upon an alleged violation of any of these warranties:

(1) the Publisher shall have the right to defend the same through counsel of its own choosing, and

(2) no settlement shall be effected without the prior written consent of the Author, which consent shall not unreasonably be withheld, and

(3) the Author shall hold harmless the Publisher, any seller of the work, and any licensee of a subsidiary right in the work, against any damages finally sustained. If such claim, action, or proceeding is successfully defended or settled, the Author's indemnity hereunder shall be limited to fifty percent (50 percent) of the expense (including reasonable counsel fees) attributable to such defense or settlement; however, such limitation of liability shall not apply if the claim, action, or proceeding is based on copyright infringement.

d. If any such claim, action, or proceeding is instituted, the Publisher shall promptly notify the Author, who shall fully cooperate and shall have the right but not the obligation to participate in the defense thereof, and the Publisher may withhold payments of reasonable amounts due them under this or any other agreement between the parties.

e. Such payments shall be released within one year if there is no action pending. These warranties and indemnities shall survive the termination of this agreement.

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**5. Conflicting Publication:** The Author agrees that until termination of this agreement, they will not, without the written permission of the Publisher, publish or permit to be published any book that is directly competitive with the work.

**6. Date, Style, and Price of Publication:**

a. Date: The Publisher shall publish the Work at the soonest date possible unless a specified release date in the future has been agreed upon by the Publisher and the Author. The Publisher shall not be responsible for delays caused by any circumstance beyond their control.

b. Style: The Publisher shall consult with the Author on the design of the Work and the cover. The Publisher shall publish the Work in such style and manner as agreed upon by the Publisher and the Author. The Publisher shall have final approval on the style and design of the Work. The Publisher will provide the Author with an electronic copy of the Work for review. At their request and expense, the Author may request to receive a proof copy of the printed Work for review prior to publication. It is the responsibility of the Author to verify all information, text, and formatting is correct and without error. The Publisher will make any identified corrections to the Work prior to live publication of the Work.

c. Price: The Publisher will determine the pricing for both the paperback and e-reader copies of the Work that they deem suitable to ensure both the Publisher and Author receive respectable royalties from the sale of the Work.

d. In no event shall the Publisher be obligated to publish a work, which in its opinion, violates the common-law or statutory copyright or the right of privacy of any person or contains libelous or obscene matter.

**7. Proofreading and Author's Corrections:** The Author agrees to read, revise, correct, and return promptly all proofs of the Work.

**8. Copyright:** The Publisher shall copyright the Work in the name of the Author, in the United States, in compliance with the Universal Copyright Convention. The Author will be responsible to apply for renewals of such copyright. If copyright in any country should be in the name of the Publisher, it shall assign such copyright upon request of the Author.

**9. Advance Payments:**

a. The Publisher is under no obligation to provide any advance payments to the Author for the publishing of the Work.

b. Under provisions of this agreement, the Author is not obligated to pay any fees to the Publisher for the formatting and submission of both hard-copy paperback and e-reader versions of the Work to be uploaded for sale through

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KDP or any other publishing platform deemed appropriate by the Publisher.  
Author's Initials: \_\_\_\_\_.

## 10. Royalty Payments:

a. The Publisher shall pay to the Author a royalty on every unit sold (both hard-copy and e-reader) through KDP or any other publishing platform to the Publisher. The Publisher will provide the Author 40% of the total royalty paid by KDP or any other publishing platform. The royalty payment will be paid at the end of the following quarter. Author's Initials: \_\_\_\_\_.

b. At their discretion, the Publisher may acquire printed copies at their own expense, of the Work to offer for direct sale by the Publisher either through their website or at live events and shall pay the Author a royalty for each unit sold by direct sales from the Publisher. The Publisher will provide the Author 40% of the total royalty earned through the direct sales of the Work. Total royalty will be determined by the sale of the book minus all printing, shipping, and tax fees.

c. No Royalty Copies: No royalties shall be paid on copies sold below or at cost including expenses incurred, or furnished gratis per decision of the Publisher, or for review, advertising, sample, or like purposes.

d. The Publisher will provide the Author 40% of the total revenues derived from the sale of all nonexclusive and subsidiary rights under paragraph 1(b) and (c).

## 11. Reports and Payments:

a. The Publisher shall render quarterly statements of account through the last day of March, June, September, and December and shall transfer electronic payments for all earnings by the end of the following quarter. Should the Author receive an overpayment of royalty arising from copies reported sold but subsequently returned, the Publisher may deduct such overpayment from any further sums due the Author.

b. Upon written request, the Author may examine or cause to be examined through certified public accountants or other qualified representatives the books of account of the Publisher insofar as they relate to the sale or licensing of the work. If there is a discrepancy of more than eight percent (8 percent), the cost of the audit will be borne by the Publisher.

**12. Payment to Author's Representative:** If applicable, all monies due to the Author under the terms of this agreement shall be paid to the Author's duly assigned representative, [agent's name and address], whose receipt thereof shall be a valid discharge of the Publisher's obligation. The Author shall irrevocably assign to the Agent a sum equal to [agent's percentage] of the income accruing to the Author's account under the terms of this agreement, and the said Agent is

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empowered by the Author to act on her behalf in all matters arising from and pertaining to this agreement. The term "Author" as used in this paragraph includes but is not limited to all author(s) named elsewhere in this agreement and their successors, assigns, licensees, heirs, legal representatives, administrators and executors, and anyone acting on their behalf or in their place and stead.

**13. Author Copies:** Following publication, the Publisher shall provide the Author with the ability to order physical copies of the Work through KDP at cost plus 20% plus shipping and tax. The Publisher will order the units and have them shipped directly to the address provided by the Author. The Publisher will receive no commissions or royalties on units that are purchased directly by the Author for their own personal distribution or sale. Sale of these units will be the sole responsibility of the Author and the Author will be responsible for any taxes or fees associated with the sale of such units. The Publisher will not be held responsible for any unsold units of the Work.

#### **14. Period of Agreement:**

a. The Publisher and Author agrees to a Period of Agreement for no less than two (2) years, after which the agreement will continue quarterly until such time as a request for termination is initiated by either party.

b. At any time after the two (2) year period of agreement, Either party may request the termination of this agreement in writing. At such time, the Work will be removed from KDP and any other publishing platform.

(1) At the Author's request, they may purchase the electronic version of the work from the Publisher and an agreed upon price.

(2) At the Author's request, they may purchase any hard copies of the Work maintained by the Publisher at original cost to the Publisher. Any copies not purchased from the Publisher, remain the property of the Publisher and all profits made from the future sale of those copies by the Publisher remain the sole revenue of the Publisher.

(3) If the Publisher should determine that there is not sufficient sale for the work to enable it to continue its publication and sale profitably, the Publisher may request to terminate the agreement with the Author. At such time, the Publisher may dispose of any hard copies remaining on hand as it deems best, subject to the royalty provisions of paragraph 10. In such event, the Author shall have the right, within two (2) weeks of the forwarding of a written notice from the Publisher to a single purchase of all remaining hard copies at the original cost to the Publisher.

**15. Author's Property:** Except for loss or damage due to its own negligence, the Publisher shall not be responsible for loss or damage to any property of the Author.

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**16. Suits for Infringement of Copyright:** If the copyright of the work is infringed, and if the parties proceed jointly, the expenses and recoveries, if any, shall be shared equally; and if they do not proceed jointly, either party shall have the right to prosecute such action, and such party shall bear the expenses thereof, and any recoveries shall belong to such party; and if such party shall not hold the record title of the copyright, the other party hereby consents that the action be brought in his or its name.

**17. Bankruptcy and Liquidation:** If (a) a petition in bankruptcy is filed by the Publisher, or (b) a petition in bankruptcy is filed against the Publisher and such petition is finally sustained, or (c) a petition for arrangement is filed by the Publisher or a petition for reorganization is filed by or against the Publisher, and an order is entered directly the liquidation of the Publisher as in bankruptcy, or (d) the Publisher makes an assignment for the benefit of creditors, or (e) the Publisher liquidates its business for any cause whatever, the Author may, subject to any orders or rulings from a Court of competent jurisdiction, terminate this agreement by written notice and thereupon all rights granted by him hereunder shall revert to him. Upon such termination, the Author, at their option, may request the original electronic files for publication and purchase any hard copies of the book at cost to the Publisher. If they fail to exercise such option within sixty (60) days after the happening of any one of the events referred to above, the Trustee, Receiver, or Assignee may destroy the electronic files and sell the copies remaining on hand, subject to the royalty provisions of Paragraph 10. Publisher shall notify author within thirty (30) days of the occurrence of any of the events described in this paragraph.

**18. Sums Due and Owed:** Any sums due and owed from the Author to the Publisher, whether or not arising out of this agreement, may be deducted from any sum due or to become due from the Publisher to the Author pursuant to this agreement.

**19. Law Applicable:** This agreement, including all rights and liability of the parties, shall be governed by the laws of the State of Arizona United States of America.

**20. Copyright:** It is a condition of the rights granted hereby that the Publisher agrees that all copies of the work that are distributed to the public shall bear the copyright notice prescribed by the applicable copyright laws of the United States of America. The Author holds sole responsibility to execute all documents for recording in the Copyright Office.

**21. Assignment:** This agreement shall be binding upon the heirs, executors, administrators, and assigns of the Author, and upon the successors and assigns of the Publisher.



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**22. Complete Agreement and Modification:** This agreement constitutes the complete understanding of the parties. No modification or waiver of any provision shall be valid unless in writing and signed by both parties. Any and all modifications or alterations made to this contract must be initial by both parties for those modifications to become legally binding.

**23. Dispute Resolution:** Any controversy or claim arising out of or relating to this agreement shall be submitted in the State of Arizona before the parties resort to arbitration, litigation, or some other dispute-resolution procedure.

IN WITNESS WHEREOF, the parties have duly executed this agreement:

PUBLISHER

By: \_\_\_\_\_

Dated: \_\_\_\_\_

AUTHOR

By: \_\_\_\_\_

Dated: \_\_\_\_\_