

STORMFRONT PUBLISHING
107 4TH Street SW
Jasper FL 32052

AGREEMENT MADE this ____ day of _____ 2018, between Stormfront Publishing (hereinafter referred to as the “Publisher”) and _____, whose address is _____, (hereinafter referred to as the “Author”).

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

NOW, THEREFORE, they mutually agree as follows:

1. Grants of Rights and Term: The Author grants to the Publisher during the term of this agreement, which shall endure for two years from the date above, and which may be renewed by mutual consent of both parties for a like term, including renewals and extensions thereof:
 - a) Exclusive right in the English language, throughout the world, to:
 - i) Print, publish, produce and sell the Work as an e-book, Print-On-Demand book, audiobook, audioplay and in any other print or digital format which may now exist or shall be invented during the term of this Agreement; and
 - ii) License publication of a reprint edition(s) by other publishers: and
 - iii) License adaptation of the Work for production in other media, such as audio or video serialization, film, television or theater.
 - b) Subsidiary Rights and Licenses:
 - i) The Publisher shall have the exclusive right, throughout the world, to sell or license the rights in 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 11:
 - a) book club rights;
 - b) textbook rights;
 - c) anthology rights;

- d) first serial rights (i.e., publication of condensations, excerpts, digests, serializations, and extracts in newspapers and periodicals before first publication in book form);
- e) second serial rights (i.e., publication of condensations, excerpts, digests, serializations, and extracts in newspapers and periodicals after first publication in book form);
- f) selection rights, (such as a catalogue that produces its own edition of the work);
- g) abridgment/condensation rights;
- h) large print rights;
- i) mass-market paperback rights;
- j) trade (quality) paperback rights;
- k) foreign language rights;
- l) British Commonwealth rights;
- m) merchandising and commercial rights;
- n) 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);
- o) online database (via time-sharing access equipment or direct downloading);
- p) CD-ROM optical discs in all forms now or to be utilized;
- q) 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; and
- r) picture, dramatic, television, radio, and allied rights.

Any subsidiary rights not exploited within 18 months of publication shall become nonexclusive.

- c) Exclusive right to license in all foreign languages and all countries, the rights granted in subparagraphs (a) and (b) above;
 - d) The right of first refusal as to any sequel, revision, or republication of the work. During the period of this agreement, and for five (5) years thereafter, except in the case of termination in accordance with paragraph 17 herein, the Author shall not submit any sequel, 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 sequel, 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 sequel, 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.
 - e) 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.
2. Delivery of Satisfactory Copy: The Publisher acknowledges receipt of an acceptable manuscript.
 3. Permission for Copyrighted Material: If the Author incorporates in the work copyrighted material, Author shall procure, at Author's expense, written permission to reprint it and provide to Publisher copies of such permissions..
 4. Author's Warranties and Indemnities: The Author warrants that Author is the sole author of the work; that Author is the sole owner of all the rights granted to the Publisher; that Author has not previously assigned, pledged, or otherwise encumbered the same; that Author has 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.

In the event of any claim, action, or proceeding based upon an alleged violation of any of these warranties, (i) the Publisher shall have the right to defend the same through counsel of its own choosing, and (ii) no settlement shall be effected without the prior written consent of the Author, which consent shall

not unreasonably be withheld, and (iii) 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.

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 Author under this or any other agreement between the parties.

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.

5. **Conflicting Publication:** The Author agrees that until termination of this agreement, Author will not, without the written permission of the Publisher, publish or permit to be published any book that is directly competitive with the work. The Author does have the right to publish and distribute any modified, edited, expanded or alternative versions of the Work.
6. **Date, Style, and Price of Publication:** The Publisher shall publish the work at its own expense, in e-book and Print-On-Demand formats, under such imprint and at such price as it deems suitable not less than ninety days after the date of this agreement, save that Publisher shall not be responsible for delays caused by any circumstance beyond its control. 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. The Publisher shall consult with the Author on the design of the book and the cover. The Publisher shall have final approval.
7. **Proofreading and Author's Corrections:** The Author agrees to read, revise, correct, and return promptly all proofs of the work and to notify Publisher immediately of any necessary alterations or corrections due to the printer's or the Publisher's errors.
8. **Copyright:** Copyright in the work shall remain with the Author, and Publisher neither owns nor acquires any rights in the work other than those granted by the Author during the term of this agreement.
9. **Distribution And Promotion:** The Publisher shall distribute the Work to all major online e-book retailers, as well as to Print-On-Demand outlets, and shall make the Work available to libraries and book clubs. Further, publisher shall

actively promote the Work, using various proven marketing strategies, including Advertising, contests, giveaways, ARC's and other methods.

i) Online retailers include Amazon.com, Barnes & Noble, kobo, Apple iTunes, Google play store, Bookady.com, Createspace.com and others.

10. Royalty Payments: The Publisher shall pay to the Author a royalty of 40% of the Net Proceeds received by Publisher on every copy sold by the Publisher.
 - a) Net Proceeds is defined as the actual payment received by Publisher from retail sales of the work, less any actual returns.
 - i) Royalties shall be paid to Author within five business days after receipt by Publisher of payment from retailers. Different retailers remit payment at different times of the month and for different time periods.
 - b) No Royalty Copies: No royalty shall be paid on copies sold below or at cost including expenses incurred, or furnished gratis to or purchased at cost by the Author, or for review, advertising, sample or like purposes.
 - c) Proceeds from revenues derived from the sale of all nonexclusive and subsidiary rights under paragraph 1(b) and (c) shall be divided equally between Publisher and Author.
12. Reports and Payments: The Publisher shall render monthly statements of account as to royalties due to Author, which shall be provided to Author via postal mail or email at the discretion of the Author.

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 found to be any discrepancy, the cost of the audit will be borne by the Publisher.

13. Payment to Author's Representative: All monies due to the Author under the terms of this agreement may, at the request of the Author, be paid to the Author's duly assigned representative, whose receipt thereof shall be a valid discharge of the Publisher's obligation.
14. Obligations: Under the terms of this agreement, Publisher shall be obligated to see to the editing, formatting, cover, publication and marketing of the Work, at its sole expense, and to make diligent efforts to promote the sales of the book. Publisher cannot and does not guarantee any particular number of sales or any specific amount of earnings to the Author.

The Author is obligated to participate in promotions such as radio and television interviews, podcasts and abuse, social media events and appearances

and book signings when feasible. Author cannot and does not guarantee any number of sales or any specific amount of profits to 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.
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 his option, may purchase the plates and the remaining copies at one fourth of the manufacturing cost, exclusive of the Publisher's overhead. If he fails 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 plates 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 Owing: Any sums due and owing 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 Florida.
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 copyrights laws of the United States of America, evidencing that copyright remains with the Author..

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.
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.
23. Dispute Resolution: Any controversy or claim arising out of or relating to this agreement shall be settled in mediation.

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

PUBLISHER

By: _____

Dated: _____

AUTHOR

By: _____

Dated: _____