Meryton Press

Meryton Press Michele J. Reed PO Box 34 Oysterville, WA 98641

<u>Date</u>

<u>Author Name</u> Address

City, State, Zip

Dear Author:

We have agreed that your manuscript entitled <u>**Book Title**</u> will be published by Meryton Press. This letter will serve as our publishing agreement when you sign the enclosed copies and return one of them.

The terms are as follows:

1. You will provide a manuscript of approximately <u>###K</u> words. The book will be of professional quality and should be edited to the best of your ability.

2. You grant Meryton Press the exclusive right to print, publish, distribute, sell copies of this book in printed form and electronic media such as e-books, and to license others to do so for the duration of the contract on the book in all languages throughout the world. Your name will appear on the title page of the book as its author, and you will retain copyright. We may require that you edit, add to, and delete from the book; however, we will submit all changes to you for approval, which you will not unreasonably withhold. If Meryton Press ceases operation for any reason, all rights revert to you.

3. You will follow the style and practice of existing Meryton Press books. If there are special style or design elements that you believe your manuscript requires, you may submit those elements to your editor for consideration by Meryton Press.

4. You will incorporate into the manuscript the comments of your editor as well as comments from technical reviewers who conform to the rules and guidelines of the *Chicago Manual of Style* (sixteenth edition). If you disagree with these comments, you will be given an opportunity to explain your concerns. However, your editor will have the final approval.

5. You will deliver your book according to the following schedule:

- The existing manuscript in electronic format returned with this contract.
- The manuscript in MS Word format edited to the best of your ability by: <u>Date</u>
- A draft of your book with our desired final edits shall be provided to you on or before *Date*
- Your Acceptance or comments shall be returned to the Meryton Press editor on or before <u>Date</u>
- Your book will be published on or before *Date*.

Dates may be adjusted based on progress and by agreement between you and the editor. Meryton Press may adjust publication date at any time.

6. We are eager to complete this book with you as contracted. Meryton Press will provide editorial support, design and illustration services, copy editing, and proofreading; however, the timely delivery of this book to market is a critical factor for its success. A delay of more than one month from any of the deadline dates above requires the agreement of Meryton Press. A delay of two months may result in cancellation of the contract at our discretion. Meryton Press will publish this book within three months of your acceptance of the final manuscript. If this book is not published in this time frame, you may request contract termination.

7. At every milestone, you will provide us with an electronic copy of the manuscript unless otherwise agreed.

8. We will pay you a royalty of <u>##%</u> of all net income we receive as a result of our distribution of the book in any form: printed, electronic, or other. For translated editions published by Meryton Press's own subsidiaries, we will pay a royalty of 50% of net income. Meryton Press's standard discount rate is 25%, but it is understood that a deeper discount (not to exceed 50%) may be required to increase distribution of your work to brick and mortar stores. It is also understood that a deeper discount rate will result in lower royalties. Any pending change to the discount rate will be communicated to you in writing.

9. Meryton Press does not pay advances on royalties.

10. We will make royalty payments to you on a quarterly basis. Initial royalty payments will be made on the next scheduled quarterly payment cycle after the first full quarter in which your title is available for sale. Royalty payments that total less than \$100 for a quarter will be held and paid at the next quarter in which the total is at least \$100. All payments will be made via PayPal.

11. Meryton Press will provide one preview book. You will have the right to purchase additional copies at cost plus 10%.

12. Meryton Press will assist you with marketing your book by providing services such as a cover reveal, quote memes, and a blog tour. You will also be provided with a list of marketing opportunities by the marketing coordinator, and you are expected to participate in these activities to help promote your book. If you decline to participate, this contract will be considered void, and you will be billed for the initial costs incurred in producing your book.

13. After the book is published, if we want you to revise the book, we will agree on a delivery date and compensation, both of which will depend on the nature and extent of the revisions. The other terms will be the same as those for the original version of the book. If you are unwilling or unable to do the revision after we offer you the first opportunity to do so, we may terminate this agreement.

14. A book shall be considered as in print as long as Meryton Press: 1) continues to promote the book in its regular trade catalog and/or the Meryton Press website, 2) that they keep this book continually available for purchase through print-on-demand technology or as an electronic book, and 3) the book nets a minimum annual royalty of \$200.

15. In the event that the work at any time shall be out of print, you may give notice to Meryton Press, and in such event, Meryton Press shall declare within 120 days, in writing, whether it intends to keep this book available for sale. The term "out of print" is defined as being unavailable from Meryton Press's distributor(s) in any of the formats previously specified in this agreement. These include but are not limited to: paperback, trade paperback, hardcover, anthologies, translations, and e-books. If Meryton Press declares its intention to return the book to print as defined in section 14 of this document, it shall act not later than three (3) months from the date of such notice. If within the three (3) months Meryton Press does not declare in writing that it intends to keep the work available for sale, then this agreement shall terminate, and all rights granted shall revert to you.

16. You warrant to us that the material you provide is original, except that for which you obtain and provide written permissions acceptable to us, and that it will not impair anyone else's rights, and that you have the power to make this agreement. You will indemnify our agents, our employees,

and us and hold them and us harmless against any loss or cost, including reasonable attorney's fees, arising out of a breach or claim of breach of these warranties.

17. Meryton Press will not require that you remove copies of this book from public purview provided that it is the originally submitted version, not the edited, final published version, and the copies are not offered for sale (i.e., PDFs, blogs and forums may continue to host all or portions of the original manuscript provided to Meryton Press with this contract.).

18. Meryton Press expects you and the staff to exercise good judgment to ensure the company's safety and welfare and to protect your own and Meryton Press's reputation. You are expected to maintain a cooperative, efficient, positive, harmonious, and productive environment and business organization. These standards apply to your interactions with each other and with all current and potential users of Meryton Press products and services. Remember, at all times you are a representative of Meryton Press, and your actions reflect on all of us. These standards apply while at company-sponsored business and social events and on the internet. If you engage in misconduct, you may be subject to corrective action up to and including termination of your contract.

19. You will be responsible for your own federal and state income taxes. Meryton Press is required to keep signed W-9 or equivalent for non-residents on file. A 1099 will be issued annually per the laws of the United States Government to US citizens and resident aliens. A completed W-9 form or equivalent is required prior to the payment of any royalties.

20. Neither party may assign this agreement without first obtaining the written consent of the other party—unless we sell or substantially transfer all our assets or ownership interest to the assignee, when no consent will be needed.

21. Our agreement is subject to the laws of Washington State governing contracts made and performed there.

22. Any disputes under the contract will be submitted for arbitration and must be presented in Washington State

If you find these terms acceptable, please date, sign, and return the enclosed copy of this letter to me.

Very truly yours,

Michele J. Read

Michele J. Reed Meryton Press

NAME: Author Name

Agreed and accepted

Date:

This document will serve as your legally binding contract.

What You Can Expect as an Author

- 1. Your publication date has been determined based on your editor's best estimation and every effort will be made to meet this date; however, if there are unavoidable delays by any party involved in the process, publication could be delayed.
- 2. You will work closely with your editor for two to three months. During this time, a cover artist will be assigned who will also work closely with you, and marketing activities will begin, such as setting up an author blog and adding "Coming Attraction" and author information to the Meryton Press website. Zorylee Diaz-Lupitou will send you a document about these items and the many ways you can promote your book prior to publication. As publication nears, you will work with Janet Taylor on a cover reveal and blog tour to promote your book for sale.
- 3. As the contract states, you will be provided with a copy of your book and you can purchase additional copies for your personal use. Orders for your book can be placed via the authors' email (<u>MPauthors@gmail.com</u>).
- 4. Royalty payments lag sales. This means that it could be as long as seven months before you see your initial royalty payment. Payments are based on the following schedule:
 - First quarter sales are paid on July 22.
 - Second quarter sales are paid on October 22.
 - Third quarter sales are paid on January 22.
 - Fourth quarter sales are paid on April 22.

These dates represent US sales. Royalties for sales in foreign countries can be delayed, and those royalties will be paid in the next payment cycle after they are received.

5. Print books sent to booksellers can result in returns. Because you will be paid royalties on these books based on when they were sold to the bookseller, returned books will result in negative royalties. Meryton Press reserves the right to sell returned books at cost. You will be given first right of refusal before books are offered elsewhere.