



## POD PUBLISHING AGREEMENT

This Contract is entered into as of this day of \_\_\_\_\_ (date),

by and between \_\_\_\_\_ (name of company representative)

trading as \_\_\_\_\_ (company name. plus ABN or ACN if applicable),

located \_\_\_\_\_ at \_\_\_\_\_ (company location and address) (hereafter known as the Publisher)

and \_\_\_\_\_ (author name),

a resident of \_\_\_\_\_ (address) (hereafter known as the Author)

concerning a \_\_\_\_\_ (novel – or type of book) presently known as

\_\_\_\_\_ (book title) (hereafter referred to as the Work).

### • GRANT OF RIGHTS

- The Author, on behalf of the Author and the Author's heirs, executors, administrators, successors and assignees, grants the following exclusive rights to the Publisher:

- To produce, publish and sell in paper format(s) the Work in English for three years from the date of this agreement. Paper format means to publish and sell the Work in printed paperback format by Print on Demand. (Print on Demand means books are printed as and when they are purchased).
- To distribute the Work accordingly to each format of the work.

- This is a distribution and publication license. This contract does not transfer ownership, copyrights, or trademarks from the Author.
- **OBLIGATION TO PUBLISH**  
Where a licence is granted for paper editions, the Publisher will publish the Work in paper format within three (3) months of the date of delivery unless prevented by circumstances beyond its control, but in no circumstances later than twelve (12) months from the date of delivery. If work is not complete or payment plan payments are not fully paid within twelve (12) months from signing the contract, this agreement shall be deemed null and void.
  - **TITLE MAINTENANCE**  
After Publisher has made the Work available for the first three year (3) agreement period, the Publisher has the right to charge an annual title maintenance fee for each version of the Work, for each additional twelve (12) month period that the Work remains available through Publisher. The fee will be based on the current information displayed, at the time of the charge. The Publisher may invoice the Author or deduct the title maintenance fee from any future royalty payments due to the AUTHOR.
  - **TERM**  
Pursuant to the Agreement extending for three(3) years from the date the Publisher first releases files of the Work to the printer for publication, this agreement will automatically renew for consecutive one (1) year terms if neither party gives thirty (30) days advance written notice to terminate prior to the end of the then-current agreement term.
  - **ROYALTIES**
    - For paper copies of the Work, Publisher agrees to pay the Author a royalty equal to 60% of net profits (calculated as the difference between the cost of production, including any distributor fees and royalties or shipping, and the retail price). Net profit means price sold for each unit less expenses:
      - (i) returns and any GST component;
      - (ii) Correction expenses
 All other expenses are borne by the Publisher.
    - No royalties shall be paid on copies distributed for advertising, reviews, promotional or other similar purposes; or on copies sold at cost or below, or provided free to the Author for the Author's personal use. No royalties shall be paid for any segments or chapters used for promotional purposes.
    - No royalties shall be paid for copies of the Work sold directly by the Author.
    - The Author shall retain the full amount of the profits for works sold directly by the Author.

- Royalties shall be paid quarterly in arrears. Monies shall be calculated and paid no later than the thirtieth (30th) of the month following the end of each calendar quarter for sales during that quarter, except that if the royalty amount owed Author is less than seventy-five dollars (\$75), it shall be accrued forward until such time as the royalty owed Author equals or exceeds seventy-five dollars (\$75). Accrued Annual Royalties that do not exceed seventy-five (\$75) dollars at the end of the calendar year will be paid to the Author within sixty (60) days after year end. Any Royalties due will be reduced by any outstanding amounts owed by the Author to the Publisher.
  - The Publisher makes no promises or guarantees regarding estimated sales figures.
- **AUTHOR'S WARRANTIES**
    - The Author hereby represents and warrants to the Publisher the following:
      - That the Author is the sole author of the Work;
      - That the Author holds the full power and authority to grant these rights;
      - That the Work has not been published in any format with any company or person that may still own proprietary rights to the Work;
      - That the Work is original and that no part of the Work was taken from or based on any other literary, dramatic or musical material, or from any film or graphic arts, except as identified in writing by the Author;
      - That if the Work contains any facts or historical facts, that the Author has checked these facts and found them to be correct.
      - That the Work does not infringe upon any copyright or proprietary right, common law or statutory law; and does not contain any material of a libellous or obscene nature, or constitute a violation of privacy rights;
      - That the Author releases the Publisher from any responsibilities relating to any legal actions incurred by the contents of the Work or the Author;
      - That these representations contained herein are true on the date of the signing of this Contract.
    - The Author warrants that the Author will not hereafter enter into any agreement or understanding with any person or entity which might conflict with the rights granted to the Publisher, herein, during the term of this Contract.
    - The Author agrees to reasonable edits to allow the Work to conform to Publisher requirements, and correcting spelling and grammar errors, etc.).
- **PROVISION OF WORK AND APPROVAL BY THE AUTHOR**

- Final examination and approval of the Work, book cover, fact checking and any artwork will be given to the Author to check for any errors and amended prior to printing of the Work.
  - If more than twenty (20) typographic or grammatical errors are found after the Author has given final approval, these corrections shall be made at the Author's expense.
- **PAYMENT AND ACCOUNTS**
    - Payment plans: Any and all payments for publishing must be paid as per arranged payment plan and paid in full within twelve (12) months of the date of this Agreement. If payment in full is not received by this date, this contract will be deemed null and void.
    - The Publisher shall keep accurate records of any stock, distribution and monies received concerning the Work.
    - All monies will be paid and reported quarterly.
- **COPYRIGHT**

Copyright is maintained by Author. Publisher shall include a copyright notice on the Work. Copyright registration, if any, is the responsibility of the Author.
- **TERMS OF CONTRACT**
    - This Contract is exclusive for Paper rights. The Author may enter into other publishing agreements for film, or other rights for the same work covered in this Contract. (Specific exceptions may be noted here)
    - The Publisher shall not assign or licence any rights to a third party without prior consent of the Author.
    - This Contract may be terminated by either party with a ninety (90) day written notice, to be delivered by registered mail or equivalent. All rights granted to Publisher shall revert to Author at the time of such termination and Publisher shall make final royalty payments (if any) within thirty days of such termination. Publisher shall make good-faith efforts to end all distribution agreements during this period and, in any event, terminate such agreements for distribution of Author's work as quickly as feasible. Customer rights to access already purchased books shall continue, however.
- **EXECUTION AND DELIVERY OF CONTRACT**
    - If this Contract shall not be signed and returned to the Publisher within a period of two (2) weeks from the date of its transmittal to the Author, the Publisher shall have the option to withdraw its offer of agreement. Nothing contained herein shall be construed to vitiate the Publisher's right to withdraw

its offer of agreement prior to delivery of the signed agreement to the Publisher by the Author.

- The Author agrees to deliver to the Publisher, no later than \_\_\_\_\_ one (1) complete manuscript of the Work, acceptable to the Publisher in Microsoft MS WORD format. The Author will also deliver written authorisations for the use of any materials owned by a third party included in the manuscript (if any).
- The Publisher reserves the right to reject the Work and terminate this Contract if the Author fails to meet the afore-mentioned deadline, or if the Author delivers the Work and the Work is not accepted by the Publisher as being satisfactory.

- MISCELLANEOUS

- Audit - The Author may, with reasonable written notice, assign and designate a representative to examine the Publisher's records as it relates to the Work. Such examination shall be at the Author's expense unless errors are found in excess of five percent (5%) of royalties in Author's favour and an amount in excess of one hundred dollars (\$100), whichever is greater, in which case, the Publisher shall then defray all usual, customary and reasonable charges for such audit. The Publisher shall pay the Author any sums due within thirty (30) days.
- Authors – Whenever the term Author refers to more than one person, such persons shall be jointly and severally responsible for all aspects of this contract.
- Bankruptcy – If the Publisher should file for bankruptcy or reorganization, or the Publisher liquidates its business for any reason, all rights granted by the Author to the Publisher will at that time revert back to the Author.
- Transferability – If the Publisher changes its legal form, is acquired by another entity, or otherwise changes ownership, all rights and responsibilities granted in this contract will be transferred to the succeeding entity.
- Severability – If any part of this Contract is determined by a Court to be unenforceable, the rest of the Contract is still considered to be in force.
- Copyright Infringement – In the event of copyright infringement for the duration of this contract, the Publisher may, at the Publisher's expense, take legal action in order to halt the infringement and/or seek damages from the infringing party. The Publisher shall not be required to take such legal action, nor shall the Publisher be liable to the Author should the Publisher refuse to take such action. Should the Publisher refuse, the Author may then, at the Author's expense, take such legal action.

- INDEMNIFICATION AND LIMITATION OF LIABILITY

- The Author agrees to hold the Publisher harmless and indemnify the Publisher and its subsidiaries or affiliates, against any claim, demand, action, suit

proceeding, or any expense whatsoever arising from claims of infringement of copyright or proprietary right, or claims of libel, obscenity, invasion of privacy, or any other unlawfulness based upon or arising out of the publication or any matter pertaining to the Work.

- All warranties and indemnifications made by the Author herein shall survive termination of this Contract and any license granted hereunder.
- All services and products, if any, provided by the Publisher under this Contract are provided on an as is basis. The Publisher does not warrant that the services or products, if any, provided hereunder will be uninterrupted or error free. The Publisher disclaims any and all representations and warranties, express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, non-infringement, title, quiet enjoyment, data accuracy and system integration. The Publisher's total liability to the Author or any third-party for any and all damages shall not exceed in the aggregate the amount accrued by the sales of the Work within the relevant quarter. To the maximum extent permitted by applicable law, in no event shall the Publisher be liable for punitive, consequential, incidental, exemplary, indirect, or special damages, including without limitation, damages for loss of profits, revenues, business, use, data or other intangibles, whether or not such damages were foreseeable and even if the Publisher had been advised of the possibility or likelihood of such damages.

- **GOVERNING LAW**

This Contract shall be governed exclusively by and construed according to the laws of the state of New South Wales, and the law of the Commonwealth of Australia, without giving effect to conflicts of law principles.

- **ARBITRATION**

Any controversy or claim arising out of this Contract or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining of the State of New South Wales and judgment upon the award may be entered in the highest court of the forum, State or Federal, having jurisdiction.

- **ENTIRE CONTRACT**

This written Contract contains the sole and entire Agreement between the parties and shall supersede any and all other prior agreements between the parties. This Agreement may not be modified or amended except in writing signed by the party against whom such modification or amendment is to be enforced.

By signing the following and submitting the required materials, the Author agrees to be bound by the terms and conditions of this Agreement.

**AUTHOR:**

**Signed:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Please print name

**PUBLISHER:**

**Signed:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Please print name

\_\_\_\_\_  
Company name

\_\_\_\_\_  
ABN