



## KRYZIA'S WEB BOOKS CONTRACT

This contract is entered into on the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, between Krysia's Web Books (hereinafter known as "Publisher") located at 910 W. Idaho Street, Lewistown, Montana, 59457 and \_\_\_\_\_ (hereinafter known as "Author") of \_\_\_\_\_ concerning a work presently known as \_\_\_\_\_ (hereinafter known as "Work").

This Agreement is entered into in good faith and sound mind by all parties. The signatures from all parties named in this contract indicate understanding and acceptance to the terms described below. The Contract is considered legal and binding in all countries. If there should be any legal dispute, the laws of the state of Montana shall apply.

### **I. The Author hereby represents and warrants to the Publisher that:**

- A. The Work is free and clear of any counts of libel, plagiarism, breach of privacy or misrepresentation of facts.
  
- B. The Work does not infringe upon any copyright or proprietary right, common law or statutory law, and does not contain any material of libelous nature.
  
- C. The Work is not in the public domain and the Author is the sole owner and copyright holder of the work with full power to enter into this contract.
  
- D. If the Work has been previously published in whole or part, the Author currently holds all copyrights to the Work and is legally permitted to enter this agreement.

E. The Author releases Publisher from any responsibilities relating to any legal actions incurred by the contents of the Work or the Author. This representations contained herein are true on the date of the signing of this contract.

F. The Publisher will obtain appropriate ISBNs for the Work under the name of Krysia's Web Books.

## **II. Grantor of Rights:**

A. The Author, on behalf of himself/herself and his/her heirs, executors, administrators, successors and assignees, agrees to grant the Publisher exclusive rights to produce, publish and sell in electronic format (including email, download, disk, CD, or any other digital format known or to be invented), the Work. This contract does not infringe on print rights. (Optional clause can be inserted here if author desires POD (Print on Demand) as an option.) *\*\*Note: POD is **not** available at this date.\*\**

## **III Term of Contract:**

A. Electronic rights will be exclusive for three years commencing on the date the Work becomes available for sale on the Publisher's site. After such time, the contract can continue if both parties agree.

Contract may be terminated after two years by either the Author or the Publisher with a 90-day written, certified mail notice or other receipted delivery service, and all rights granted the publisher will revert to author at the time of such termination.

Contract may be terminated after one year by either the Author or the Publisher with a 90-day written, certified mail notice or other receipted delivery service, and all rights granted the publisher will revert to Author at the time of such termination. However, if the Author wishes to opt-out before the two-year term expires, Author will be required to pay a non-refundable service charge of \$50.00 United States dollars (USD). Upon receipt of the service charge, all rights

granted the Publisher will revert back to Author.

Upon breach of contract, the Contract may be terminated by either party with a 30-day written notice. Notification of breach and intention to terminate the contract is to be delivered by certified mail or other receipted delivery service. If breaching party corrects breach within 30 days, the contract shall continue to remain in place until its natural expiration. Upon expiration of the contract term, all rights granted the Publisher will revert back to Author.

B. During the term of the contract, the Work will not be said to be out of print.

#### **IV. Manuscript Preparation:**

A. Author shall follow the Publisher's submission guidelines. Author shall provide an acceptable, final revision of the manuscript in either Microsoft Word or RTF within the time agreed upon or this contract will be void. Publisher will not be held liable for lost manuscripts or defective CD-ROMs, or DVD-ROMs. (Floppy and ZIP disks are not acceptable.) Author should always keep a back up copy.

B. The Author agrees to allow Publisher to perform certain minor editing (sentence usage, mechanics correction, spelling correction, minor abridging, and grammar correction, etc.), and Publisher agrees not to change the characters, storyline, or theme in any significant way without the documented consent of the Author. Author agrees to proofread the text of the manuscript and correct or indicate errors that may exist, or complete any editing changes at least two months prior to release. Failure to communicate the desire for changes before the release date may cause the Author to be financially liable for reformatting the manuscript.

C. The Author has the right to approve the final text/cover prior to publication; approval must be presented to Publisher in the form of a letter, e-mail, or fax transmission. Author's pre-publication approval will be kept on file at the publisher's business. The Work shall not be published if the final form is not approved by the Author.

D. If the Author writes another work which is a sequel to the work covered in this contract, using an identical theme and/or major characters that are contained in the contracted work, the Publisher retains the first right of first refusal and must reply to the Author within 90 days to publish the subsequent work in e-book format.

## **V. Royalties and Statements:**

A. Publisher will set the retail price of the Work based on length and comparable works. Publisher agrees to pay to the Author, a royalty of 40% of the retail download price in United States dollars (USD) on all sales of the Work sold through the Publisher's website minus one-half of the credit card server fees. If the Work is purchase on disk or CD, the royalty will also be 40%. If the POD option is taken, royalty is 30% of net proceeds. If Author provides own cover art, then Publisher agrees to pay to the Author, a royalty of 45% of the retail download price in United States dollars (USD) on all sales of the Work sold through the Publisher's website minus one-half of the credit card server fees. If the Work is purchased on disk or CD, the royalty will also be 45%. If the POD option is taken, royalty is 30% of net proceeds. See also Section VI, B.

*\*\*Note: POD is **not** available at this date.\*\**

B. The Publisher has the right to contract with distributors, bookstores, vendors, organizations and or outlets of electronic books to sell the Work in association with the Publisher's name. For all sales through these outlets, the Author will be compensated 30% - 35% (see Section of the publisher's percentage received from each unit sold) of the download price less any handling costs or discounts charged by the outlet. A complete list of booksellers and distributors is available to the Author upon request. *\*\*Note: Krysia's Web Books uses Krysia's Web exclusively as its online bookstore at this date.\*\**

C. The Author may request information about his/her account at any time, and is advised to keep accurate records for tax purposes.

D. In order to stimulate sales, the Publisher reserves the right to lower the price of the Work after a reasonable amount of time if the price appears to be too high (no sooner than three months).

E. Royalties shall be calculated and paid no later than forty-five (45) days following the end of each calendar quarter for sales during that quarter. Royalties shall be paid by check, unless previous arrangements are made with the author. Payment arrangements, mutually agreed upon by the Publisher and the Author, shall be made for payment of royalties to Author if s/he resides outside the USA. Royalties equaling less than \$20 will be held until such a time as they accrue to \$20 or above. The Publisher agrees not to hold any royalty payment longer than two quarters (6 months), regardless of the total amount. Any withheld royalties shall be made immediately upon contract termination. If the Author should die while this contract is in force, royalties shall be paid to the author's legal heir(s).

F. The Publisher agrees to communicate (by letter, fax, or email), a statement of account to the Author on a quarterly basis, consisting of a record of all sales transactions received in the publisher's office up to the final day of the quarterly reporting period.

G. No royalty shall be paid on paper or digital copies distributed for review, advertising, publicity, promotional purpose, samples, or other similar purposes, or on copies sold below or at cost.

H. If Author has elected to grant Publisher the right to contract with various distributors and outlets, royalties will be paid to Author contingent on payment received from distributor. In most cases, distributors pay Publishers every sixty to ninety days for sales through their channels during those timeframes. *\*\*Note: Krysia's Web Books uses Krysia's Web exclusively as its online bookstore at this date.\*\**

## **VI. Copyright:**

A. For Author's own protection, Krysia's Web Books advises that Author copyright his/her Work before sending it to Krysia's Web Books. The Author is responsible for paying his/her own copyright fees, currently listed as \$35.00 USD per work (online) and \$45.00 USD (paper) as per the US Copyright Office official website: <http://www.copyright.gov/docs/fees.html>. Works that have been published *must* be registered within three months of the publication. This is

*mandatory*. Contract will be considered null and void and Author will be required to pay Publisher a non-refundable \$60.00 USD service charge if work has not been registered within three months of the publication. Publisher will include the copyright mark on the Work. The Publisher will, if necessary, *assist* in registering the copyright of the Work. The Author, however, is responsible for fees incurred in procuring copyright.

B. The Author agrees to secure *written* permission for use of any copyrighted materials incorporated in his/her original work, communicated to the Publisher by the Author, which is included in the Work covered by this contract.

C. The Author is responsible for paying his/her own taxes on all royalty payments received from Publisher and is advised to keep accurate records for tax purposes. 1099 tax forms will be supplied to any Author, at the Author's request, receiving at least \$15.00 in royalties at the end of the calendar year. Author may obtain more information from the official IRS website: [www.irs.gov](http://www.irs.gov).

## **VII. Marketing and Promotion:**

A. The Author shall provide the Publisher with biographical information, a photo (if author desires), and a suggested "blurb" for use on Publisher's website ([www.krysiasweb.net](http://www.krysiasweb.net)). Author agrees to give Publisher the right to use the Author's name, likeness, title of work and biographical material for publishing, advertising and promoting the Work. Publisher reserves the right to edit or rewrite the blurb submitted by Author. Publisher will also provide the Author with his/her own forum on Publisher's website's message forum.

B. Cover art will be provided by Publisher. If the Author has his/her own cover art, the Author must warrant that the provided art is either owned by the Author or that it does not infringe on any copyright. If Author provides own cover art, then Publisher agrees to pay to the Author, a royalty of 45% of the retail download price in United States dollars (USD) on all sales of the Work sold through the Publisher's website. If the Work is purchased on disk or CD, the royalty will also be 45%. If the POD option is taken, royalty is 30% of net proceeds. See also Section V,

A. Use of illustrations *may* be permitted, provided the illustrations follow the same legal guidelines as cover art (Section VI, B).

C. Publisher reserves final approval of art in consultation with Author.

D. Author agrees to self-promote the Work to the best of his/her ability. If Author has his/her own website, the Work must be linked to the Publisher's website. With any promotional material the Author generates, the Author will consult with Publisher to insure proper use of Publisher's name and/or other information.

E. Author may use up to three chapters to post on his/her website or to give away as "teasers" to promote the work provided it includes a link to Krysia's Web Books. There are no restrictions upon length of time the excerpt(s) may be posted on Author's website. Publisher may also provide up to three free sample chapters of the Work in the downloadable PDF format on Publisher's website. PDF format is used to aid in copyright protection.

F. Publisher will send out the work for review to no less than three review sites. Author may request a review copy on CD-ROM for his/her promotional efforts. Author is encouraged to solicit reviews along with the Publisher. For added promotional purposes, Publisher and Author agree to notify each other as to what review sites submissions have been made.

G. With enough advance notice, Publisher will provide Author any needed book copies for Author appearances or signings. These copies would be in the format of CD-ROM and can be purchased by the author at a discount set by the Publisher. *\*\*Note: This option is **not** available at this date.\*\**

H. The Publisher makes no promises or guarantees regarding estimated sales figures. The Publisher shall do its best to publish and promote the work using the latest internet standards and options as they develop. The Author is advised to actively promote his/her work, individually and in collaboration with the publisher.

I. The Publisher will provide the Author with one finished copy of the work at no charge, either in CD-ROM form, an email attachment, or as a file download.

J. The Author retains the right to seek and establish contracts with print publishers, as long as credit is given to Krysia's Web Books as the electronic publisher.

### **VIII Assignment:**

A."Krysia's Web Books" may at any time sell itself, or the majority of itself, its holdings, or licenses. Current contracts would transfer to the new owner.

B. Bankruptcy: If "Krysia's Web Books" is legally judged bankrupt or liquidates its business, this Contract shall be terminated effectively and all rights granted to "Krysia's Web Books" shall be terminated.

C. Audit: The Author may, with reasonable notice, assign and designate a representative to examine the Publisher's records as they relate to the Work. Such examination shall be at the Author's expense unless errors are found in excess of 5% of royalties in the Author's favor; 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.

D. If the Publisher does not publish and make available for sale the work named in this contract, in e-book format within thirty days of the mutually agreed upon release date, this contract is void and all rights revert to the Author.

### **IX Entire Agreement:**

This Contract hereby constitutes the entire agreement between Author and Publisher and supercedes all previous agreements regarding the Work, whether oral or in writing. Modification of this contract may only occur in writing, signed by both parties.

Author's Real Name: \_\_\_\_\_

Pseudonym (if any): \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website URL: \_\_\_\_\_

Title of Work: \_\_\_\_\_

ISBN Number of Work (as per Krysia's Web Books): \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Author's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Krysia's Web Books Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Goods and services provided by Krysia's Web (MT, United States).*

*Sold by 2CheckOut.com Inc. (Ohio, USA).*

*2Checkout.com, Inc. is an authorized retailer of goods and services provided by Krysia's Web Books.*

Please print out two copies of this contract, fill each out, date, sign, and send to:

KRYZIA'S WEB BOOKS

910 W. Idaho Street

Lewistown, MT 59457

Attention: Christina/KWB Contract

(406) 538-3084