



CONTRACT WITH AUTHOR

AGREEMENT, effective the ___ day of _____, 20__ made by and between Entangled Publishing LLC, a company or corporation with its principal place of business is at 2614 South Timberline Road Suite 109, Fort Collins, Colorado 80525 (publisher@entangledpublishing.com) , (hereinafter referred to as “**Publisher**”) and

(Author’s legal name) _____

writing as _____

whose address is _____

_____ (hereinafter referred to as “**Author**”) and

Concerning the following work or works presently titled or described as _____

(hereinafter referred to as the “**Work**”).

WITNESSETH

In consideration of the mutual covenants herein contained, the parties agree as follows:

I. GRANT OF RIGHTS

- A. Author, on behalf of himself/herself and his/her heirs, executors, administrators, successors and assigns, hereby grants, assigns, and transfers to the Publisher and its licensees during the full term of copyright and any renewals and continuations and extensions thereof, the sole and exclusive right to print or otherwise produce, publish, distribute, and sell the Work in each country throughout the world in all languages

licensed and the sole and exclusive subsidiary rights specified in Article VII, with the exclusive right to license any or all of such rights.

- B. EXCLUSIVITY. Such grant of rights shall be exclusive throughout the world.
- C. OTHER RIGHTS. All rights not specifically granted herein to the Publisher shall be reserved by the Author. Such reserved rights shall include the right to grant to the Author the privilege of publishing excerpts and summaries of the Work, approved by the Managing Editor, not to exceed in the aggregate seventy five hundred words (7500), for advertising, publicity, and other commercial use. The Author shall not exercise or dispose of any reserved rights in the Work in such a way as to diminish affect the rights granted to the Publisher under this Agreement.
- D. This agreement supersedes all previous agreements regarding the Work between Author and Publisher.

II. AGREEMENT TERMINATION

- A. Author shall have the right to request termination of this Agreement **seven (7) years** after the release date of the Work, and the Publisher shall have up to six (6) months from written notice from Author to remove the Work from all sales venues and shall send Author a revision of rights letter within such six (6) months period.

When the Work consists of more than one book, the Author shall have the right to request termination of this Agreement **five (5) years** after the release date of the last book in the series of the Work and the Publisher shall have up to six (6) months from written notice from Author to remove the Work from all sales venues and shall send Author a revision of rights letter within such six (6) months period.

- B. If the Author fails to deliver the Work or all Additional Material within the time specified, or if the Author delivers the Work and all Additional Material and the Work or any of the Additional Material is not accepted by the Publisher as being satisfactory, the Publisher shall have the option to terminate this agreement within sixty (60) calendar days or receipt of manuscript; in which case upon receipt of notice of such termination, the Author shall, without prejudice to any other right or remedy of the Publisher, forthwith repay to the Publisher any guaranteed advance or any other sums theretofore paid to the Author. Upon such termination and repayment, all rights granted to the Publisher shall immediately revert to the Author.
- C. If the Work shall be out of print and if, after written notification from the Author to this effect, Publisher shall fail to place the Work in print or license publication of a reprint edition by another publisher as permitted herein, within a period of six (6) months after

the date of such notice, this Agreement shall thereupon terminate and all rights shall revert to the Author solely with the exception of any outstanding licenses entered into by Publisher prior to such termination.

A Work shall be considered in print based on the following standards:

- i. For a fixed initial term of eighteen (18) months after first digital release.
- ii. For a fixed term of twelve (12) months after first print release.
- iii. If the Work is under option or contract for publication or on sale in any edition in the United States, whether under the imprint of the Publisher or a licensee.
- iv. If combined sales of all Publisher's editions, both digital and print (from whatever technology), exceed 100 copies in any 12-month period. Should sales fall below 100 copies in print and digital editions for that period, Publisher shall have the option of paying the Author \$500, and thereby maintaining the book in print status on such basis for an additional twelve (12) calendar months.

Should the Work be out of print in accordance with the standards specified above, Author shall have the right to revert rights in accordance with the terms above.

III. COPYRIGHT

- A. The copyright in the Work will belong to the Author. It is understood and agreed that the copyright shall be secured by the Publisher in the name of the book and the Publisher is hereby authorized to take all steps required to secure such copyright in the United States of America and other countries as needed. The Publisher agrees to print an appropriate notice in each and every copy of the published work in a place and form that the Publisher believes complies with requirements of the United States Copyright Law and to require all parties to whom it grants licenses in connection with the work to do the same. The party in whose name copyright is registered shall hold for the benefit of the other such rights as the equities hereby created may prescribe. Unless it specifically agrees to do so in writing, the Publisher shall not be responsible for securing any copyright outside the United States of America.
- B. The Author shall execute and deliver to the Publisher any documents necessary or desirable to evidence or effectuate the rights granted to the Publisher under this Agreement.

IV. MANUSCRIPT

- A. The Author agrees to deliver the most recent version of the first manuscript of the Work in English language in .rtf or .docx format via email to the Publisher no later than _____.

If the Work consists of one or more book, the delivery date of a draft of the second manuscript contained in the Work shall be delivered no more than twelve (12) calendar months from the date noted herewithin.

Subsequent books contained in the Work shall be released within twelve (12) calendar months of the final delivery date of the previously submitted manuscript within the Work.

- B. The final manuscript(s) shall be approximately _____ words in length, satisfactory in form, style, and content and acceptable to the Publisher in its sole judgment and discretion. In the event of the Author's failure or inability to deliver a complete manuscript of the Work within 60 calendar days after such date, the Publisher may terminate this Agreement by written notice of termination. If the Author delivers a complete manuscript, the Publisher will notify the Author as to its acceptability.
- C. EDITING OF MANUSCRIPT. The Publisher has the right, in its discretion, to make any editorial changes in the Work deemed necessary by it, with the Author's approval, which shall not be unreasonably withheld or delayed. If, in the sole opinion of the Publisher, the final version of the Work is unacceptable to the Publisher, the Publisher will provide the Author with a general explanation of the changes or revisions necessary to make the manuscript acceptable and the Author will have 30 calendar days from the provision of the explanation to make such changes or revision. If the final revised manuscript is not delivered to the Publisher by the end of the 30 calendar days or if, in the sole opinion of the Publisher, the revised manuscript is still unacceptable to the Publisher, the Publisher may terminate the Agreement by written notice of termination within sixty (60) calendar days of receipt of manuscript.
- D. AUTHOR COMPLIANCE. The provisions as to satisfaction and acceptability to the Publisher and time of delivery of such copy are material terms of this agreement and upon the Author's failure to comply with any of such provisions, the Publisher may at its option by written notice within sixty (60) calendar days to the Author terminate this agreement, whereupon the Author shall return to the Publisher all amounts which it may have advanced to him. In such event, if the manuscript should be completed subsequently, the Author shall nevertheless be obligated to offer the same to the

Publisher, which at its option, shall have the right to publish the same upon the terms of the agreement.

- E. COPYEDITED MANUSCRIPT AND PAGE PROOFS. The Publisher will provide the Author with a digital copy of the copy-edited manuscript of the Work for his or her review. The Author will read, correct, and return the copy-edited manuscript within ten (10) calendar days of receipt. The Publisher will provide the Author with a set of digital page proofs of the typeset book. The Author will read, verify, correct, and return the digital page proofs within ten (10) calendar days.
- F. SUBSEQUENT REVISIONS. When the Publisher considers it necessary, it shall have the right in its sole discretion to call upon the Author to revise the Work, and the Author shall make such revisions. The provisions of this agreement shall apply to revision of the Work by the Author as though any such revision were the original Work being published for the first time, except that the manuscript of the revised Work shall be delivered in final form by the Author to the Publisher within a reasonable amount of time; further, no initial payment shall be made in connection with such revision. Should the Author not provide the revision within a reasonable time, or should the Author be deceased, the Publisher may have the revision done and charge the cost of such revision against royalties due or that may become due the Author, and may display in the revised Work, and in advertising, the name of the person or persons who revised the Work.
- G. PUBLISHER'S DETERMINATION. The Publisher shall be free to prepare the manuscript of the Work for the printer in such manner as shall be consistent with their publishing house style. All details as to the manner of publication, distribution and advertising, including the format and price of the Work in its manufactured form and the number and distribution of free copies, shall be left to the sole discretion of the Publisher.
- H. AUTHOR CORRECTIONS. If the Publisher is directed by the Author to make alterations in any proofs from final copy as delivered, which shall cost more than ten percent of the cost of composition of the Work, the Author agrees to pay said excess. The Author shall pay in full for any corrections in the plates which he requires or which are necessary for the correction of actual errors after the plates have been made in conformity with the last proof as corrected by the Author. The Publisher shall upon request keep the Author informed of such excess charges.
- I. AUTHORIZATIONS. The Author shall deliver written authorizations for the use of any materials owned by a third party included in the manuscript.
- J. ADDITIONAL MATERIALS. Unless otherwise agreed in writing, the Author shall furnish promptly and free of charge to the Publisher, complete and ready for reproduction, all

drawings, maps, photographs, charts and designs which are a part of or necessary to the text (hereafter collectively referred to as “Additional Materials”). If the Author fails to supply Additional Materials in satisfactory form and within the specified time, the Publishers shall have the right to have them made and the charges and expenses of making them shall be paid for by the Author.

K. The Publisher will use the same care in protecting the manuscript and other material supplied to it hereunder as is its customary practice in protecting similar material in its possession, but it shall not be liable for damages, if any, resulting from the loss or destruction of such materials or any part thereof.

L. MULTIPLE BOOKS IN WORK. Notwithstanding any of the above, if the Work consists of more than one book, the following will apply:

i. any termination under this Article, unless the Publisher elects, will apply to the particular book that was not delivered on time or was rejected, as else may be,

ii. All rights in that particular book will revert to the Author, but this Agreement, including but not limited to this Article, shall remain in full force and effect with respect to the other books contained within the Work.

iii. The total advance provided for in Article V shall be reduced to exclude the portion attributable to the book not delivered on time or rejected and the Author’s obligation to repay amounts advanced shall be limited to the portion of the advanced paid that is attributable to the book not delivered on time or rejected, but the Publisher may elect to have its termination apply also to any other books comprising the Work that are unpublished at the time of termination (in which case, the advance attributable to the other books will apply in the same way as the advance attributable to the rejected or undelivered book as stated above.

V. ADVANCE

A. The Publisher will pay to the Author as an advance payment against all monies accruing to the Author under this agreement the sum of: **Zero**

VI. ROYALTIES

A. The term Cover Price of the Work (hereafter referred to as “**Cover Price**”) is the final sale price of the Work, less shipping and handling fees paid by the purchaser.

B. In regard to all of Publisher’s royalty provisions as specified below, Publisher shall pay royalties based on **Cover Price**.

- C. For each edition of the Work published by the Publisher under this Agreement, the Publisher shall pay to the Author the following royalties on regular Cover Price excluding sales falling within Article VI.D through Article VI.J below:
- i. For single author title digital editions published and sold by the Publisher, the Publisher shall credit the Author's account with a royalty of **forty percent (40%)** of the download price of the Work per copy on the first **30,000 copies** sold and forty **two percent (42%)** thereafter, except as provided in (D) through (J) below.
 - ii. For single author title softcover and hardcover trade editions published and sold by the Publisher, the Publisher shall credit the Author's account with a royalty of **nine percent (9%)** of the Cover Price per copy on the **first 15,000 copies** sold and **eleven percent (11%)** thereafter, minus the total dollar amount of any returns of the Work, except as provided in (D) through (J) below.
- D. DISCOUNTED SALES.
- i. As used herein, the term Publisher's United States List Price (hereafter referred to as "**List Price**") refers to the sale price established by the Publisher.
 - ii. On all net copies sold where the discount to dealers or others in the United States is equal or greater than **fifty five (55%)** of the List Price, a royalty equal to **one-half (1/2)** the regular royalty, minus the total dollar amount of any returns of the Work.
- E. EXPORT SALES. On all net copies sold for export, a royalty of **ten percent (10%)** of the amount that the Publisher receives.
- F. REMAINDER SALES. On all copies destroyed, given away, or sold at or below cost, no royalties shall be paid. On overstocks or damaged copies, a royalty of **ten percent (10%)** of the amount that the Publisher receives in excess of manufacturing cost, if the Publisher, at its option, disposes of all or part of the stock at the best prices it can secure.
- G. MULTIPLE AUTHORS. If the Work is a collaboration of two or more authors, the Publisher will split the royalties for the Author, as specified above, evenly among the collaborating authors.
- H. SALE OF SHEETS. Where sheets are sold, except as a remainder, the percentage of royalty shall be the same as for bound books and shall be calculated on the net proceeds received by the Publisher.

- I. FREE COPIES. No royalties shall be paid on copies furnished gratis to the Author, or for review, advertising, samples or like purposes.
- J. SUBSIDIARY RIGHTS. For Subsidiary rights specified in this Agreement, the Publisher shall pay the Author with the percentages of the net proceeds received by the Publisher for the deposition of said rights as written in Article VII.

VII. SUBSIDIARY RIGHTS

- A. Subsidiary rights referred to in this Agreement are hereby defined to include the rights enumerated below, and are to be shared by the Author and the Publisher in the percentage indicated, less only such direct expenses, including agent's commissions, as shall be incurred by the Publisher in disposing of such rights:
 - i. First Serial rights, being the right to use all of any portion of the Work in the English language in newspapers, magazines, and other periodicals, whether in one or more parts, before the date the Work is first available for sale to the Public in book form, including the right to create for such use abridged, adapted, and condensed versions of the Work. The Author will earn **fifty (50%)** of the net proceeds received by the Publisher from licenses granted to others by the Publisher of First Serial rights.
 - ii. Second Serial and Syndication rights, being the right to use all of any portion of the Work in the English language in newspapers, magazines, and other periodicals, whether in one or more parts, on or after the date of Work is first available for sale to the Public in book form, including the right to create for such use abridged, adapted, and condensed versions of the Work. The Author will earn **fifty (50%)** of the net proceeds received by the Publisher from licenses granted to others by the Publisher of Second Serial and Syndication rights.
 - iii. Selection rights, being the right to create, publish, distribute and sell in the English language condensed, adapted and abridged versions of the Work in book form and the right to use all or any portion of the text of the Work, and any art work included in the Work, in the English language in anthologies and other compilations in book form. The Author will earn **fifty (50%)** of the net amount received by the Publisher from licenses granted to others by the Publisher of Selection rights.
 - iv. Book clubs or similar organizations rights, being the right to publish and sell to book clubs and similar organizations. The Author will earn **fifty (50%)** of the net amount received by the Publisher from licenses granted to others by the Publisher of Book Club rights.

- v. Electronic Text rights, being the right to use all or any portion of the English language text of the Work, as well as any artwork included in the Work, in electronic media, including but not limited to, in databases and electronic anthologies and other electronic compilations, and to create, and to use in electronic media, abridged, adapted, multimedia, interactive media, and condensed versions of the English language text of the Work, in each case whether or not artwork, text, sounds and/or other matter not taken from the Work are also used with the text and artwork from the Work. The Author will earn **fifty (50%)** of the net amount received by the Publisher from licenses granted to others by the Publisher for Electronic Text rights.
 - vi. Large Print rights, being the right to publish and sell the Work in large print format. The Author will earn **fifty (50%)** of the net amount received by the Publisher from licenses granted to others by the Publisher for Large Print rights.
 - vii. Audio rights, being the right to publish and sell the Work in audio book form. The Author will earn **fifty (50%)** of the net amount received by the Publisher from licenses granted to others by the Publisher for Audio rights.
 - viii. Translation rights, being the right to translate Work into languages other than English and book publication rights, First Serial rights, Second Serial and Syndication rights, Selection rights, and Electronic text rights in languages other than English. The Author will earn **fifty (50%)** of the net amount received by the Publisher from licenses granted to others by the Publisher of Translation rights.
- B. Included among the rights granted to the Publisher is the exclusive right to license editions of the Work in Braille, or photographing, recording and/or microfilming the Work, for editions directed at the physically handicapped, without payment of fees and without compensation to the Author, providing no compensation is received by the Publisher. In case compensation is received, the Publisher shall pay the Author **fifty percent (50%)** of the proceeds.
- C. Included among the rights granted to the Publisher is the exclusive right to license Performance rights in the Work, including dramatic, musical, radio, television, motion picture and allied rights, subject to Author's consent. The Author will earn **fifty (50%)** of the net amount received by the Publisher from licenses granted to others by the Publisher of Performance rights.
- D. The Author grants sole and exclusive rights to the Publisher in the exercise of its discretion, to grant permission to publish extracts from the Work, whether or not a fee shall be collected on the Work for such use, the Publisher warranting to make no

gratuitous grants of permissions, except as shall, in its estimate, advance the sale of the Work or enhance the public esteem of the Author; the Publisher shall pay to the Author **fifty percent (50%)** of all sums of money received as compensation for such grants of permission to reprint extracts.

- E. All revenue derived from the sale of rights not specifically enumerated herewithin, whether now in existence or hereinafter coming into existence, shall be divided **sixty percent (60%)** to the Author and forty percent (40%) to the Publisher.

VIII. USE OF AGENT

Author hereby appoints, if applicable

("Agent") as Author's sole and exclusive agent with respect to the Work which is the subject of this Agreement, and authorizes and directs Publisher to pay to Agent all amounts owing to Author under this Agreement, and to render to Agent all statements of account required under this Agreement. Any sums payable to Author and paid to the Agent pursuant to this Article shall constitute a full and valid discharge of Publisher's obligation to Author with respect to such sums.

IX. PUBLICATION DATE

- A. The Publisher, in consideration of the rights granted, agrees to publish the work at its own expense, in such style or styles as the Publisher deems most advisable, not later than **twelve (12) months** after the Publisher's acceptance of the final revised manuscript (except on account of late delivery of manuscript by the Author, strikes, fires, other contingencies beyond the control of the Publisher or its suppliers, or advisability of postponement because of prospective advantageous trade conditions, in which event publication shall be postponed).
- B. The Publisher will have the right to make final decision on the title, book cover art, and dust jacket. The Publisher shall consult with the Author with respect to the dust jacket and cover art of the Publisher's edition of the Work. The publication will be in a format determined by the Publisher acting in its sole discretion. The Publisher shall consult with the Author with respect to the final title of the Publisher's edition of the Work.

- C. All decisions regarding the retail price and all other matters involving terms of sale, distribution, advertising, and promotion of the Work shall be within the Publisher's sole discretion.
- D. If the Publisher is prevented or prohibited from publishing and/or distributing the Work by circumstances beyond its reasonable control, then the period above for publication will be extended by a period equal to the period during which the circumstances prevented or hindered publication or distribution.
- E. If the Publisher fails to publish and commence distribution of the Work by the time provided above and such failure persists for six months after the receipt by the Publisher of a written demand that the Publisher publish the Work, sent by the Author by certified or registered mail, return receipt requested mail, then the Author may terminate this Agreement by written notice of termination sent by the Author by certified or registered mail, return receipt requested, and received by the Publisher prior to commencement of publication, in which case the Author shall retain any advances already paid under this Agreement in complete and full discharge of the Publisher's obligations under this Agreement; no other claims, damages, or remedies shall be available to the Author for the Publisher's failure or refusal under any circumstances.

X. OPTION

The Publisher shall be offered in writing the right to acquire publication rights in the Author's next work of fiction containing characters and worlds in the Work herein contracted before the next work (or proposal for it) is shown or offered to any other publisher. The offer must be accompanied by an outline or proposal for the next work (or at the Author's option, a manuscript of the next work). The Publisher will have until the end of **thirty (30) calendar days** after its receipt of the offer to respond. If the Publisher does not express a desire to acquire publication rights in the next work but the Author and the Publisher and Author are unable to reach agreement concerning the next work after 20 calendar days thereafter, the Author may then, but not before then, submit the proposal or manuscript to one or more other publishers.

XI. SERIES

If the Work consists of one or more books in a series, the Author agrees that additional books in the series will not be written until all books in the series in which the Publisher has been granted rights have been completed.

XII. AUTHOR'S WARRANTY

- A. The Author represents and warrants to the Publisher: (a) that the work is original; (b) that he is the sole author and proprietor thereof, and has full power to enter into this agreement; (c) that the work has not heretofore been published in whole or part in volume form and that he has not entered into or become subject to any contract, agreement or understanding with respect thereto other than this agreement; (d) that if published it will not infringe upon any proprietary right at common law, or any statutory copyright, or any other right whatsoever; and (e) that it is innocent and contains no matter whatsoever that is libelous, in violation of any right of privacy or otherwise in contravention of law. The Author shall indemnify and hold harmless the Publisher against any damage or judgment, including court costs and attorneys' fees, which may be sustained or recovered against the Publisher by reason of a breach of above author warranties.
- B. PLAINTIFF ACTION COPYRIGHT ASSIGNMENT. The Author hereby grants to the Publisher the right, if copyright is in the Author's name, to bring in the name of the Author as plaintiff or complainant, any action or proceeding for the enjoining of an infringement of the copyright in the said Work and for any damages resulting therefrom, and the net amount recovered after deducting all expenses of suit shall be divided equally between the Author and Publisher. The copyright shall be assigned by either party to the other on demand, when necessary for bringing, defending or maintaining a copyright action under this agreement, after the termination of which action the copyright shall on demand be reassigned.
- C. COMPETING WORKS.
- i. The Author will not, without the written consent of the Publisher, write, print, publish or produce, or cause to be written, printed, published or produced, during the continuance of this contract, any other edition of said Work or any work in any form of a similar character or title tending to interfere with or injure the sale of the Work in any manner.
 - ii. If the Work consists of more than one book, all references to the Work above shall be deemed to refer to each of the books comprising the Work.
- D. AUTHOR'S PERMISSION. The Author agrees, in the event that the Author plans to incorporate in the Work any writings or composition previously published elsewhere, to obtain and deliver to the Publisher proper and complete written permission and authorization to reprint same from the owner of the copyright covering same.

XIII. USE OF AUTHOR'S NAME, PUBLISHER'S NAME, and COVER ART

- A. The Publisher shall have the right to use, and to license to others to use, the Author's name, likeness and biographical material for the purpose of advertising, publishing, and promoting the Work.
- B. The Author may, with the Publisher's permission, have limited use of the Publisher's marks, symbols, or name for use in approved promotional materials.
- C. Author may use the cover art in his/her promotional materials.

XIV. WITHDRAWAL OF WORK

In case the Publisher fails to keep said Work in print and for sale and after written demand from the Author, declines or neglects to reprint the work within six months and to offer it for sale, or in the event that, after one year from the date of the first publication, the Work in the opinion of the Publisher is no longer merchantable or profitable, and it gives one month's notice to the Author of its desire and intention to discontinue publication, this contract shall terminate and all rights preserved, with any plates of illustrations furnished by the Author and any remaining copies and sheets shall be transferred to the Author, provided that Author shall pay the manufacturing costs (including composition) of such plates and the manufacturing cost of such remaining copies or sheets, in default of which payments the Publisher shall have the rights to destroy any plates and to sell remaining copies or sheets at cost of less, without payment of royalty to the Author upon such copies or sheets. In case of the termination of the contract, if the copyright is in the name of the Publisher it shall assign said copyright to the Author.

XV. BANKRUPTCY

If a petition in bankruptcy (as distinguished from reorganization or arrangement) shall be filed by the Publisher, or shall be filed against the Publisher and finally sustained, the Author shall have right to request a reversion of all rights to the works, at his option, to be exercised in thirty (30) calendar days, and thereupon this contract shall terminate. However, no reversion of rights under this clause shall take place until after the Author has repaid to the Publisher any indebtedness incurred by him and still outstanding under this agreement. If this agreement contains a clause of option on future books by the Author, such clause shall become null and void in event of the Publisher's bankruptcy or receivership.

XVI. QUARTERLY STATEMENT PAYMENTS

- A. The Publisher agrees to render, at a minimum, quarterly statements of accounts on November 30, February 28, May 31, and August 31, showing the amounts earned by the Author and received by the Publisher for the periods August 1st through October 31st, November 1st through January 30th, February 1st through April 30th and May 1st through July 31st of each year, respectively. Each statement will be accompanied by a royalty payment of the amount shown to be due thereon.
- B. The Publisher reserves the right to render statements on a monthly basis and make royalty payments to the Author on a monthly basis, in replacement of quarterly statements as described above. If monthly statements are performed, the monthly statements of accounts will be rendered on the last day of each month, showing the amounts earned by the Author and received by the Publisher for the previous month and will be accompanied by a royalty payment of the amount shown to be due thereon.
- C. In making accountings, the Publisher shall have the right to allow for a reasonable reserve against returns and nonpayment of invoices for copies billed out by the Publisher. The reserve against returns for each edition of the Work shall be held for the first twelve (12) months with respect to that edition only, with no reserve held thereafter, except that the Publisher may hold a reasonable reserve for any period in which 300 or more copies have been shipped and for any period immediately following any such period.
- D. Notwithstanding any other provision of the Agreement, no earnings will be due or payable to the Author unless and until the Author's earnings exceed the total advance under Article V. Once such advance is earned out, the excess of the Author's earnings above such total advance will be paid as provided above.
- E. The Author, upon his written request, shall have the right to examine or cause to be examined through certified public accountants the books of account of the Publisher insofar as such books of account shall relate to the Work. If such examination shall reveal errors of accounting (other than those arising from an interpretation of this agreement) amounting to a sum in excess of ten percent (10%) of the total royalties earned in the period under examination to the Author's disadvantage, the costs of such examination shall be borne by the Publisher, otherwise such costs shall be borne by the Author.

XVII. AUTHOR'S COPIES

- A. The Publisher agrees to present to the Author **five (5) free printed copies** of said Work upon publication to be sent to the Author's address as noted in this Agreement and **five**

(5) printed copies to the Agent, only when Agent is identified in Article VIII, at the Agent's address noted in this Agreement. The Publisher permits the Author to purchase from it further copies for its own personal use, at a discount of forty percent (40%) off List Price. Author shall be billed directly for these copies, and shall make payment therefore within 30 calendar days of invoice date. No consignment sales shall be made to Author. Author shall not receive royalties on sales made to him.

- B. If the Work consists of more than one book, the Author will receive the specified number of each book comprising the Work.

XVIII. RECOVERABLE PAYMENTS

All payments made by Publisher to the Author, whether under this agreement or not, shall be chargeable against and recoverable from any or all monies accruing to the Author under this contract and for all other contracts between the parties or their assigns.

XIX. TAX WITHHOLDINGS

State, Federal, and Foreign taxes on the Author's earnings shall be paid directly by the Author.

XX. ASSIGNMENT

This agreement shall be binding upon and shall ensure to the benefit of the parties hereto, their successors, assigns, executors, administrators and/or personal representatives and may be assigned by either party hereto, except that no assignment by the Author shall be valid against the Publisher unless the Publisher has received written notice therefrom from the Author and has consented to the same in writing.

XXI. INDEMNITY

- A. The Author shall indemnify, defend, and hold the Publisher, its subsidiaries and affiliates and their respective agents, officers, directors, and employees harmless from any claims, demands, suits, actions, proceedings or prosecutions based on facts which, if true, would constitute a breach of any of the foregoing warranties (herein referred to as "**Claims**") and any liabilities, losses, expenses including attorney's fees or damages in consequence thereof.
- B. NOTICE. Each of the parties hereto shall give the other prompt written notice of any Claims.

- C. PUBLISHER APPROVAL. No compromise or settlement of any Claim, demand, or suit shall be made or entered into without the prior written approval of the other party.
- D. SECURITY. In the event any suit is filed, the Publisher shall have the right to withhold payments due to the Author under the terms of this Agreement (except any portion of an advance if contracted) as security for the Author's obligations as stated above.
- E. EXTENSION. Author's representations, warranties, and indemnities as set forth above and in this Article shall extend to any person, firm, or corporation against whom any Claims are asserted or instituted by reason of the publication, sale, and distribution of the Work, as if such representations, warranties, and indemnities were originally made to such third parties. All such warranties, representations, and indemnities shall survive the termination or expiration of this Agreement.

XXII. ARBITRATION

Any controversy or claim arising out of this agreement or the breach thereof shall be settled by arbitration in accordance with rules of the American Arbitration Association, and judgment upon the award may be entered in the highest court of the form, State or Federal, having jurisdiction. Such arbitration shall be held in the State of Colorado, unless otherwise agreed by the parties. The Author may at his option, in case of failure to pay royalties, refuse to arbitrate, and pursue his legal remedies.

XXIII. NOTICES

Any written notice required under any of the provisions of this agreement shall be deemed to have been properly served by delivery in person or by mailing the same to the parties hereto at the addresses set forth above, except as the addresses may be changed by notice in writing; provided, however, that notices of termination shall be sent by registered mail.

XXIV. WAIVER

A waiver of any breach of this agreement or of any of the terms or conditions by either party thereto shall not be deemed a waiver of any repetition of such breach or in any wise affect any other terms or conditions hereof; no waiver shall be valid or binding unless it shall be in writing, and signed by the parties.

XXV. DELIVERY OF CONTRACT

This agreement shall not be binding on either the Publisher or the Author unless it is signed by both parties and delivered to the Publisher within a period of two months from the date of the agreement.

XXVI. AUTHOR TO RETAIN COPIES

The Author shall retain, for the Author's protection, copies of the all manuscripts and other documents or materials supplied by the Author to the Publisher.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective hands and seals the day and year first above written.

ENTANGLED PUBLISHING, LLC

Signature: _____

Author's printed name: _____

Signed on Date: _____

E-mail address: _____

Phone number: _____

Signature: _____

Publisher: [REDACTED]

Signed on Date: _____

E-mail address: [REDACTED]

Phone number: [REDACTED]