

# Pearl River Publishing Contract

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between Pearl River Publishing (hereinafter referred to as either "we" or "Publisher") of Gaithersburg, Maryland, and \_\_\_\_\_ (hereinafter referred to as either "you/your" or "Author") regarding your book (hereinafter referred to as "Work"), titled,

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(a working title is acceptable).

This contract will remain in force until terminated by either party as set forth below. The Publisher will publish the manuscript and provide the services described below (check all that are desired):

## **SERVICES FOR AUTHORS**

### ( ) Copyediting (includes proofreading and formatting)

1,000-20,000 words	\$500
20,000-50,000 words	\$1050
50,000-75,000 words	\$1425
75,000-125,000 words	\$1925

### ( ) Proofreading or Transcription

1,000-20,000 words	\$300
20,000-50,000 words	\$750
50,000-75,000 words	\$1100
75,000-125,000 words	\$1600

### ( ) Formatting

For formatting, we convert from number of words to number of pages. Our experience tells us that there are about 400 words per page for text using a size 12 font, single spaced.

99 pages and under	\$275
200-299 pages	\$350
300-399 pages	\$450
400 pages and up	\$600

### ( ) Cover Design                      \$300-\$450

The cost for a design will vary, depending upon your requirements. You are not required to have a cover designed by us.

### ( ) ISBN Number                      \$125

We will obtain your International Standard Book Number (ISBN) and Library of Congress (LOC) number. We will also generate a working barcode for placement on the book cover.

List Book on Web Sites \$150

We will place your book on Amazon, Borders, Barnes & Noble, and other appropriate web sites. All these book dealers will carry your book. There are some charges associated with this listing, in addition to our charges in providing the information and setting up your accounts with them. The charges are different for each organization.

Website Establishment \$ (choice dependent)

If you agree to have our printer print your book, they will establish a web site for you where your books may be sold. They will handle all the orders, send out the books (and CDs, if you wish), and then pay you the net amount.

If you wish for us to place your book in bookstores (i.e., book dealers in your local area), then your book will be placed in our catalog. However, Authors may establish their own web sites and deal with all the issues that arise in dealing with customers on the web.

Book Printing \$ variable (see below)

A standard paperback book (8.5 inches x 5.5 inches) that has 250 pages or 125 pieces of paper printed on both sides costs about \$8 to print. Printing is almost entirely based upon the number of pages in Author's book, as well as Author's additional requirements. Authors may choose to have their books printed on high-quality paper stock, have a hard cover, or be of an odd size. All these contribute to the cost of the printed book. Printing costs will be proposed to Authors based upon their requirements for the final printed book and the number of books to be printed. Authors may have as many or as few books printed as desired. If Authors choose not to have the Publisher print their books, the Publisher will provide the electronic files that any printer will require to print the book.

There are other issues that need selection after discussion with Pearl River Publishing. You may wish to select (1) hard or soft cover, (2) type/quality of paper stock, (3) perfect-bound laminated cover, (4) spiral bound, (5) velo bound, etc. These decisions will be added as an addendum to the contract.

Book available on CD \$10

Your book may also be provided on a CD. This may be in addition to your paper book, or it may be in place of the paper book.

Pricing Your Book \$ (retail price)

You will have to choose the retail price of your book. All sales to book dealers are based upon this amount. We suggest that you charge a fair and reasonable amount for your book. Compare your book to others of that genre, and then decide on your price. This decision is entirely yours.

Retail Price: \$ \_\_\_\_\_

Price printed on cover  yes  no

Price as part of the bar code  yes  no

Include "About the Author"  yes  no If yes, *(please supply content of "about the*

*author" as a separate MS Word file)*

**Note:** Please supply a separate file with information for the back cover of your work in

Microsoft Word 2000 (or later) format

### Amount PAID TO AUTHORS After Sales by Book Dealers

There are several different cases, and the amount the Author will receive will be dependent on how they deal with issues relating to their book. If you feel that you are a special case, please contact the Publisher, and we will see if we can arrive at a reasonable agreement.

**CASE 1:** Authors have their books printed by the Publisher; the public then purchases the books at the retail price. The book dealer pays the Publisher 75% of the retail price for the book. Certain dealers pay less than this amount as their standard practice. The Publisher pays the Author two-thirds (2/3) of the price of the book to the book dealer. That leaves the Publisher with a return of one-third (1/3) of the price of the book to the book dealer.

	<i>Example</i>	
	<i>Book Dealer Pays</i>	
	75% of Retail Price	60% of Retail Price
Retail Price of Book to Public	\$20	\$20
Publisher Price to Book Dealer	\$15	\$12
Author Receives	\$10	\$ 8
Publisher receives	\$ 5	\$ 4

The Author still has an expense, which is the cost of the printed book based upon Printing on Demand. As a general rule of thumb, the estimated cost to print a book is about \$8. That means the net gain by the author for each book sold is \$2 in one case, and Zero in the second case.

**CASE 2:** The Author has his or her books printed by a company other than the Pearl River Publishing. The dealings with the book dealers will be the same as given in the example provided in Case 1 (above). However, in this case, Pearl River Publishing will charge the author an annual flat fee of \$100 to the author for handling and distributing their books to the book dealers.

### Additional Charges

All additional incidental costs (e.g., mail or shipping charges) are to be borne by the Author. All the information for material and services that the Publisher offers is provided on the web site. All special services that the Author wishes to have must be negotiated with the Publisher with respect to price.

### OWNERSHIP

The Author represents and warrants that he/she is the sole author of the Work and is the owner of the copyright, to all of its contents, and has full power to make this agreement. Author warrants that he/she has not engaged in plagiarism with respect to the Work. Author further warrants that the Work does not constitute pornographic or hate literature, nor contain any matter which is defamatory, unlawful, or which in any way infringes or invades or violates any right including privacy and copyright (statutory or common law) of any person or entity

whatsoever. Author shall submit a copy of his/her written permission to use material copyrighted by others if any such material is included in the Work. Author also acknowledges that publication of the Work shall not breach any oral or written agreement which Author has made with any individual or entity.

**INDEMNIFICATION**

Author hereby indemnifies and agrees to hold the Publisher harmless from any liability, loss, damage, cost, and expense, including reasonable attorney's fees and costs of settlement, for or in connection with any claim, action, or proceeding inconsistent with the Author's warranties or representations as set forth above.

**PUBLISHER RIGHTS**

Except as provided herein, the Author will retain all copyrights to the manuscript, and the Publisher will acquire NO RIGHTS OF OWNERSHIP to the Work under this agreement. The Publisher agrees to provide limited services as described in this document and assumes no responsibility for reviewing or correcting the content of the Work. This agreement is NONEXCLUSIVE. The Author retains the right to enter into any other publishing agreements. Either party has the right to terminate this agreement at any time, with or without cause. The Publisher shall not have legal responsibility in any way for the Author's Work. The Publisher will not be held liable for delays or errors caused by its distributors. The Publisher shall be held harmless for any damages the Publisher sustains by distributing the Work. Upon final payment to the PUBLISHER, as set forth below, PUBLISHER SURRENDERS ITS RIGHTS OF OWNERSHIP to the manuscript and Author will own all copyrights to the manuscript.

**DESCRIPTION OF PROPERTY**

A description of the manuscript including Title, Date, and any other pertinent material.

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

Genre (if applicable): \_\_\_\_\_

Name of Author: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

Fax #: \_\_\_\_\_

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

**PUBLISHER'S RESPONSIBILITIES**

If contracted for, Publisher will prepare the Work for distribution as a quality trade paperback version, assign an International Standard Book Number (ISBN), and register the book with distributors so that it may be available for sale via Print on Demand (printed as ordered) at retail outlets using these systems. Publisher shall keep records of all book sales and distribute Author royalties monthly.

**PRICE**

The cost for the services, based upon those described in SERVICES FOR AUTHORS above is the sum of the desired services, plus any additional services required by the Author and agreed to by the Publisher. This price is to include \_\_\_\_ copies of the final book. Sales tax will be collected as required.

**AMOUNT OF PAYMENT**

The total amount to be paid by the author for all services as specified above is to be the following: \$

**Time of Payment by the Author**

Half of the total amount will be provided with the completion of the signed contract. Final half of the total amount will be provided upon delivery of the book(s).

**Advertising**

The Publisher will advise the author-client on their understanding of how to market and advertise the book, but is not responsible in any way for how the author wishes to advertise the book.

**TERMINATION OF AGREEMENT**

This contract may be terminated by either party if the stipulations are not met. Any expenses incurred by Pearl River Publishing in the course of this contract are the liability of the Author.

In the event the Author terminates this contract without cause, Author shall be liable for payment for services rendered by Pearl River Publishing based upon final price times the percentage of work completed at the time of notification of termination. Acceptable methods of termination include U.S. certified mail to Pearl River Publishing, and email (with confirmation of receipt) to [lsolomon@pearlriverpublishing.net](mailto:lsolomon@pearlriverpublishing.net).

**OPERATION OF THE PUBLISHER**

The Publisher will operate its business as it sees fit. This contract gives no rights to the Author to affect how the Publisher conducts its operations.

**LIABILITY OF THE PUBLISHER**

The Publisher is responsible only for delivery of the contracted book. The Publisher is in no way responsible for the sale or marketing of the book, unless such services have been contracted for.

**ASSIGNMENT**

This Agreement is not assignable by either party.

**GOVERNING LAW**

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Maryland exclusive of the conflicts of laws provisions thereof. If for any reason any part of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be effective and enforceable to the maximum extent permitted under the laws applicable thereto.

**WAIVER**

The parties agree that instances of patterns of waiver, forbearance, course of dealing or trade usage shall not affect the right of a party to demand performance of any term of condition of this Agreement.

**Taxpayer Identification Number/Social Security Number and Certification**

I certify that I have supplied the correct taxpayer identification number, I am not subject to backup withholding, and I am a U.S. citizen or U.S. resident alien.

Signature \_\_\_\_\_ Taxpayer SSN: \_\_\_\_\_

On this date, \_\_\_\_\_, I have read and agree to these terms and conditions. The Author and Publisher, by signature below, execute this contract under the governing laws of the state of Maryland.

X \_\_\_\_\_  
Author Signature

X \_\_\_\_\_  
Print Author's Name

X \_\_\_\_\_  
Louis P. Solomon, President, Pearl River Publishing

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

Addendum to the Contract will be a detailed list of charges for services incurred as part of the publication of the author's book(s)