

Book Publishing Contract

This **Book Publishing Contract** ("**Agreement**") is made on ("**Effective Date**") by and between the parties below:

Publisher

Author

Author and Publisher are each a "**Party**" and together the "**Parties**."

1. Grant of Publishing Rights

Author grants Publisher the exclusive right to publish, reproduce, distribute, market, sell, license, and make available the work currently titled , including its text, illustrations, and other materials supplied by Author (the "**Work**"), in the following formats and territories:

Right	Scope
Formats	
Language	
Territory	
Term	years from the first commercial publication date

Any rights not expressly granted to Publisher remain with Author.

2. Delivery and Acceptance of the Work

Author shall deliver the completed Work to Publisher in a format reasonably requested by Publisher by . The Work must be substantially complete, professionally prepared, and suitable for publication.

Publisher shall review the submitted Work within days after receipt and notify Author whether it accepts the Work. Publisher may request reasonable revisions needed to prepare the Work for publication. Author shall complete agreed revisions within days after receiving the request.

If Publisher does not accept the Work after reasonable revisions, either Party may terminate this Agreement by written notice. Publisher shall have no obligation to publish an unaccepted Work.

3. Editorial and Production Process

Publisher may edit, design, format, proofread, and prepare the Work for publication. Publisher shall consult Author regarding material editorial changes that could alter the meaning, tone, or substance of the Work.

Author shall review proofs supplied by Publisher and return corrections within days. Corrections beyond those needed to fix production errors may be charged to Author if they materially increase production costs.

Publisher controls the final design, format, cover, pricing, print specifications, publication schedule, and distribution methods, subject to its duty to act in good faith.

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4. Publication Commitment

Publisher shall use commercially reasonable efforts to publish the Work within months after accepting the final manuscript, subject to production schedules, market conditions, and Author’s timely cooperation.

If Publisher does not publish the Work within months after acceptance, Author may give Publisher written notice requiring publication within an additional days. If Publisher does not publish within that period, Author may terminate this Agreement and the granted rights shall return to Author.

5. Author Compensation

Publisher shall pay Author the following compensation for sales of the Work:

Format	Royalty Payable to Author
Print editions	
E-book editions	
Audiobook editions	
Subsidiary rights income	

“Net receipts” means amounts actually received by Publisher from sales or licenses of the Work, less reasonable returns, refunds, sales taxes, shipping charges, distributor fees, and discounts.

Publisher shall provide royalty statements and pay royalties within days after the end of each reporting period. No royalty shall be due on copies given away for review, promotion, author use, or other customary publishing purposes.

6. Advance Payment

Publisher shall pay Author a non-refundable advance of , payable as follows:

- upon signing this Agreement.
- upon Publisher’s acceptance of the completed Work.
- upon first commercial publication.

The advance is recoupable from royalties otherwise payable to Author under this Agreement. Publisher shall not require Author to repay any unrecouped portion unless Author materially breaches this Agreement.

7. Accounting and Records

Publisher shall keep accurate records of sales, returns, licenses, and revenue related to the Work. Author may inspect those records once per calendar year upon at least days' written notice, at Author's expense.

If an audit shows that Publisher underpaid Author by more than % for the reviewed period, Publisher shall promptly pay the unpaid amount and reimburse Author's reasonable audit costs.

8. Author Copies

Publisher shall provide Author with complimentary copies of the first print edition of the Work. Author may purchase additional copies from Publisher at % off the retail price, excluding shipping, taxes, and handling charges.

9. Copyright and Ownership

Copyright in the Work shall remain with Author, unless the Parties state otherwise in writing. Publisher may register copyright in Author's name where permitted and reasonably necessary for publication, using information supplied by Author.

Publisher owns the copyright in its original cover design, formatting, typesetting, promotional materials, and other publishing materials created independently of the Work, except to the extent those materials contain Author's copyrighted content.

10. Author Representations

Author represents and warrants that:

- Author owns or controls the rights needed to enter into this Agreement.
- The Work is original to Author, except for material properly licensed or used with permission.
- The Work does not knowingly infringe another person's copyright, trademark, privacy, publicity, or other legal rights.
- The Work is not knowingly defamatory, unlawful, or misleading.
- Author has disclosed all third-party material that requires permission, attribution, or payment.

Author shall be responsible for obtaining written permissions for third-party material included in the Work unless Publisher agrees otherwise in writing.

11. Publisher Representations

Publisher represents and warrants that it has authority to enter into this Agreement and will perform its publishing, accounting, and payment obligations in good faith.

Publisher shall not make material changes to the Work without Author's approval, except for corrections, formatting, and changes reasonably needed for production, legal review, or market presentation.

12. Marketing and Promotion

Publisher may market and promote the Work using Author's name, approved biography, likeness, and other materials supplied by Author. Author shall reasonably cooperate with promotional activities, including interviews, events, social media posts, and publicity requests, subject to Author's availability.

Publisher is not required to spend a particular amount on marketing or obtain a particular sales result unless stated in writing.

13. Subsidiary and Additional Rights

Publisher may license translation, audiobook, film, television, merchandising, adaptation, educational, or other subsidiary rights only to the extent those rights are listed in the Grant of Publishing Rights clause.

Publisher shall consult Author before entering into a material license involving adaptation of the Work. Income from licensed subsidiary rights shall be shared under the Author Compensation clause.

14. Indemnification

Each Party shall protect the other Party from third-party claims, losses, and reasonable legal costs arising from that Party's breach of its representations, warranties, or obligations under this Agreement.

The Party seeking protection shall promptly notify the other Party of the claim and reasonably cooperate in its defense. The responsible Party may control the defense and settlement of the claim, provided that no settlement imposes liability or an obligation on the other Party without that Party's written consent.

15. Termination

Either Party may terminate this Agreement if the other Party materially breaches it and does not correct the breach within days after receiving written notice.

Publisher may terminate this Agreement if Author fails to deliver an acceptable Work after a reasonable opportunity to revise it. Author may terminate this Agreement if Publisher fails to publish the accepted Work as required by the Publication Commitment clause.

Upon termination, Publisher shall stop producing new copies of the Work, except that it may sell remaining inventory for up to months. Publisher shall provide a final royalty statement and pay all amounts due to Author. After the sell-off period, all granted rights shall return to Author, subject to Publisher's right to collect amounts from prior sales and licenses.

16. Out-of-Print Reversion

If the Work is no longer commercially available in the formats granted to Publisher and Publisher has not made meaningful sales of the Work during the preceding months, Author may request reversion of rights by written notice.

Publisher shall have days after receipt of the notice to restore commercial availability or agree to return the relevant rights. If Publisher does neither, the rights shall return to Author.

17. Confidentiality

Each Party shall keep non-public business, financial, sales, and contractual information received from the other Party confidential, except where disclosure is required by law, needed to perform this Agreement, or approved in writing by the other Party.

18. Notices

All notices under this Agreement must be in writing and delivered by personal delivery, recognized courier service, certified mail, or email with confirmation of receipt to the addresses indicated in this Agreement or to any updated address provided in writing.

19. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of , without regard to rules that would require application of another jurisdiction's laws.

The Parties shall first attempt in good faith to resolve any dispute through direct discussions. If they cannot resolve the dispute within days, either Party may pursue available legal remedies in the courts located in .

20. Assignment

Neither Party may assign this Agreement without the other Party's written consent, except that Publisher may assign this Agreement to a successor that acquires substantially all of Publisher's publishing business or assets, provided the successor accepts Publisher's obligations under this Agreement.

21. Independent Parties

The Parties are independent contracting parties. Nothing in this Agreement creates an employment relationship, partnership, joint venture, agency relationship, or fiduciary relationship between them.

22. Entire Agreement and Amendments

This Agreement is the complete understanding between the Parties regarding the Work and replaces prior discussions or agreements on the same subject. Any amendment must be in writing and signed by both Parties.

If any provision is found unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

23. Electronic Signatures

The Parties agree that electronic signatures and electronically delivered copies of this Agreement are valid and enforceable to the same extent as original signed copies, where permitted by applicable law.

Signatures

By signing below, the Parties agree to the terms of this Book Publishing Contract.

Publisher

Name

Date

Signature

Author

Name

Date

Signature



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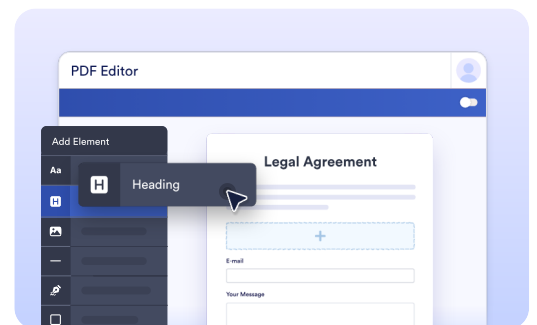
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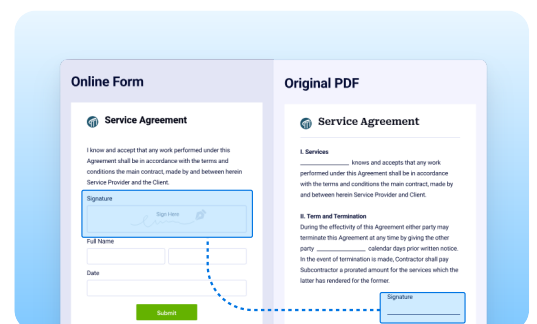
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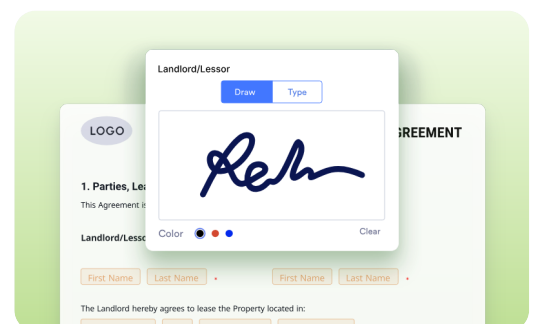
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