

# Publishing Contract

## I. Parties

This **Book Publishing Contract** ("**Contract**" hereinafter) has been signed by and between the Parties below;

**Publisher**

**Author**

**WHEREAS** the Author is the author of the \_\_\_\_\_ work titled \_\_\_\_\_ ("**Book**" hereinafter);

**WHEREAS** the Publisher is engaged in the business of publishing and has the resources and distribution channels necessary to publish, distribute, and sell literary works;

**WHEREAS** the Author and the Publisher intent to enter into a publishing agreement to govern the terms and conditions of the publication, distribution, and sale of the Book;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

## II. Grant of Rights

The Author hereby grants to the Publisher the exclusive right to publish and distribute the Book in print and electronic formats throughout the world for the full term of copyright protection under the laws of the applicable jurisdiction. The right to publish includes printed format, electronic format, e-book, audiobook and any other digital formats.

The rights granted to the Publisher under this Contract are not transferable and may not be assigned, sublicensed, or otherwise transferred without the prior written consent of the Author.

Transferring one or more of the rights granted by this Contract to a third party without the prior written consent will result in compensation liability as well as termination of this Contract.

### III. Term of the Agreement

The term of this Contract is \_\_\_\_\_ starting from the date of conclusion of this Contract unless terminated earlier in accordance with the term and conditions of this section. Publication and the distribution of the Book can only be made within this period and under the conditions specified in the Contract.

Upon the expiration of the initial term, this Contract may be renewed for successive one-year terms upon the mutual agreement of the Author and the Publisher. Any such renewal shall be subject to the terms and conditions set forth herein, unless otherwise agreed upon by the parties in writing.

### IV. Royalties

The Author shall not be entitled to receive an initial payment and shall not be responsible for any costs during the printing and distribution phase. The Author shall only be entitled to receive royalties based on the net annual revenue generated from sales of the book. Net revenue shall be calculated as gross revenue from sales, minus any applicable deductions for returns, discounts, and allowances. Royalties shall be calculated at a rate of \_\_\_\_\_% of net revenue for sales of print copies and \_\_\_\_\_% of net revenue for sales of electronic copies. Royalty payments shall be made in January, last weekday at the latest.

The Publisher shall maintain accurate records of book sales and revenues and shall provide the author with access to such records upon request.

The Author shall be entitled to receive \_\_\_\_\_ complimentary copies of the book upon publication. The Author may purchase additional copies of the book at a discount of \_\_\_\_\_% off the retail price.

### V. Copyright

The Author retains full copyright ownership of the work and all rights therein, including but not limited to the right to reproduce, distribute, perform, and display the work in any format or medium. The Publisher acknowledges that the author is the sole owner of the copyright in the work and shall take all necessary steps to ensure that the Author's copyright is respected and protected.

The Publisher takes due care to prevent any interference or modification of the original work.

## VI. Other Provisions

- This Contract constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and discussions, whether written or oral.
- If any provision of this Contract is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the extent permitted by law. The parties agree to negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the extent possible, the same economic and legal effect as the invalid, illegal, or unenforceable provision.
- The failure of either party to enforce any provision of this Contract shall not constitute a waiver of such provision or any other provision herein.
- Neither party shall assign or transfer any rights or obligations under this Contract without the prior written consent of the other party, except that either party may assign this agreement to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets.
- This Contract shall be governed by and construed in accordance with the laws of \_\_\_\_\_ . Any disputes arising out of or relating to this agreement shall be subject to the exclusive jurisdiction of the courts of \_\_\_\_\_ .

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the date of the last signature below.

**Publisher**

**Author**



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