

# PUBLISHING CONTRACT TEMPLATE

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

## PARTIES:

Publisher Name: \_\_\_\_\_

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

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

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

## RECITALS:

WHEREAS, the Author is the sole legal and beneficial owner of the Work described below and has the full right to enter into this Agreement; and WHEREAS, the Publisher desires to publish, distribute, and sell the Work upon the terms set forth herein.

## 1. DEFINITIONS

"Work" means the literary, artistic, or other material authored by the Author described in this Agreement; "Publication" means the publication, distribution, and sale of the Work in all formats and media.

## 2. GRANT OF RIGHTS

The Author hereby grants to the Publisher the exclusive right to publish, distribute, sell, license, and otherwise exploit the Work in all languages, formats, and media throughout the Territory during the Term of this Agreement.

## 3. COPYRIGHT

The Author retains all copyright ownership in the Work, subject to the license granted herein. The Publisher shall include copyright notices as required by law and properly credit the Author in all Publications.

## 4. DELIVERY OF THE WORK

The Author shall deliver to the Publisher the complete and final version of the Work in a timely manner, suitable for publication, including all necessary materials and permissions.

## 5. PUBLICATION AND MARKETING

The Publisher shall have sole discretion over the timing, editing, design, marketing, and distribution of the Work. Publisher agrees to make commercially reasonable efforts to promote and sell the Work.

## 6. ROYALTIES AND PAYMENTS

The Publisher shall pay the Author royalties as follows: \_\_\_\_\_% of net receipts from sales of the Work, payable quarterly within 45 days after the end of each calendar quarter, accompanied by a statement of sales and deductions.

## 7. WARRANTIES AND REPRESENTATIONS

The Author warrants that the Work is original, does not infringe any third-party rights, and that the Author has full authority to enter into this Agreement and grant the rights herein.

## **8. TERM AND TERMINATION**

This Agreement shall commence upon execution and continue for a term of \_\_\_\_\_ years or until terminated by either party upon material breach, insolvency, or mutual agreement. Termination shall not affect accrued rights.

## **9. INDEMNIFICATION**

Each party agrees to indemnify and hold harmless the other party from any losses, damages, or liabilities arising from breach of representations, warranties, or obligations under this Agreement.

## **10. CONFIDENTIALITY**

The parties agree to keep confidential all non-public information obtained in connection with this Agreement, except as required by law or necessary to perform the Agreement.

## **11. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of \_\_\_\_\_ without regard to conflict of laws principles. The parties submit to the exclusive jurisdiction of the courts located in \_\_\_\_\_ County, \_\_\_\_\_.

## **12. NOTICE**

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses set forth above or subsequently designated.

## **13. ASSIGNMENT**

Neither party may assign or transfer their rights or obligations under this Agreement without prior written consent of the other party, except that Publisher may assign to a successor entity in connection with a merger or sale.

## **14. AMENDMENTS**

This Agreement may be amended only by a written document signed by both parties.

## **15. SEVERABILITY**

If any provision of this Agreement is found invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

## **16. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations.

**PUBLISHER'S SIGNATURE**

**AUTHOR'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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