

TANSTAAFL Press Publishing Contract

This is an agreement between TANSTAAFL Press (“Publisher”) and <author> (“Author”).

The parties to this Agreement wish to publish the Author’s book with the working title of <story> (“the Book”). The two parties agree as follows:

1. Author shall deliver to Publisher an original work of fiction which is the Book.
 - 1.1. The Author represents that he is the sole proprietor of the Book and that the Book to the best of his knowledge does not contain any libelous matter and does not violate the civil rights of any person or persons, does not infringe any existing copyright and has not heretofore been published in book form.
 - 1.2. The Author shall hold harmless and indemnify the publisher from any recovery finally sustained by reason of any violations of copyright or other property of personal right that the Book provokes; provided, however, that the Publisher shall with all reasonable promptness notify the Author of any claim or suit which may involve the warranties of the Author hereunder; and the Author agrees fully to cooperate in the defense thereof.
 - 1.2.1. The warranties contained in this article do not extend to any material not furnished by the Author.
 - 1.3. All rights to the Book not expressly granted to Publisher herein will remain, always, with the Author. As an incomplete list the Author can sell foreign language book rights, television rights, film rights, billboard rights, board game rights, plush toy and key chain rights—all without the approval of the Publisher.
 - 1.3.1. Author must notify the Publisher of sales of any other rights of the Book in writing within thirty (30) days of execution of sale.
 - 1.4. The Author will provide the Book to the Publisher in a recent format of Word or as a computer text file.
2. Author grants to the publisher the following rights in publishing the Book:
 - 2.1. Author grants to Publisher the exclusive rights to print, publish, distribute, sell and license the rights to any and all editions and/or formats of the Book, in whole or in part, in the English language throughout the world.
 - 2.2. Author grants to Publisher the exclusive right to publish, distribute, sell and license the rights to any and all electronic versions of the Book in the English language throughout the world. Electronic versions shall be defined as online and digital reproductions and displays of the verbatim text and illustrations of the Book. This also includes excerpts, for promotional purposes only. This grant of rights shall in no event be deemed to be a grant of audio-recording rights, which are reserved to the Author.
 - 2.3. Author grants the rights to the Publisher to set or alter the price of any format of the Book.
 - 2.4. Author grants the rights to the Publisher to choose methods of distribution and sale of all formats of the Book.

3. Requirements by the Publisher:

- 3.1. Publisher will make no changes or alterations to the material furnished by the Author for the Book in any way without the Author's consent.
- 3.2. The publisher will have approval over the design, format and style of the Book, including text, graphic material, cover art and dust jacket art. In all matters of design, format and style, Publisher will present graphic materials to the Author, who will have input to the design of such materials.
- 3.3. The publisher is required to keep at least one format of the book, excepting electronic, in print and available for sale at all times or reprint within six months of the last available copy.
 - 3.3.1. If at any time all formats, except electronic, are out of print and the Publisher fails to reprint within six months, all rights granted herein shall revert to the Author. The existence of an electronic or print-on-demand edition shall not mean the Book is in print.
- 3.4. Upon initial publication, Publisher shall send ten (10) copies to Author at no charge.
 - 3.4.1. All additional copies Author desires shall be purchased at sixty percent (60%) of the cover price from the publisher. These sales will not be added to units (as defined below).
 - 3.4.1.1. Author is not prohibited from selling these copies at any price at or above the price paid in 3.4 and 3.4.1 respectively.

4. Requirements of the Author:

- 4.1. The Author will have approval over all other author participated personal appearances he chooses to do.
 - 4.1.1. Personal appearances are defined as any event where the Author must participate devoting his time in front of the public including taped appearances.
- 4.2. All personal appearances will be at the Author's expense or benefit (in the case where he is compensated by a third party).
- 4.3. The Author will have the right to approve how the Book will be described in materials for personal appearances.
- 4.4. The Author understands that personal appearances help sell books. Lack of same stifle sales.
- 4.5. Author will notify Publisher of any public appearances in advance.

5. Monetary Transactions

- 5.1. No advance is given to author.

5.2. Author's royalties are based on the number of units that have sold.

5.2.1. A unit is defined by the sale of one print book or two e-books from any source except those purchased by author in 3.4.1.

5.2.1.1. E-book or any other books given away for marketing purposes (\$0.00 gross) are not considered as units defined in 5.2.1

5.2.2. TANSTAAFL Press does not accept returns.

5.2.3. For any sale of the Book prior or equal to a total of 1500 units sold the author will receive a royalty of 5 (five) percent net proceeds.

5.2.4. After 1500 units the author will receive a royalty of 20 (twenty) percent of the net proceeds of any print Book sold.

5.2.5. After 1500 units the author will receive a royalty of 50 (fifty) percent of the net proceeds of any electronic Book sold.

5.2.6. Net proceeds will be defined as gross sale price minus any distributor / retailer cost associated to that Book only. No other costs will be taken to define the net proceeds.

5.2.6.1. Examples below are only for illustration and don't necessarily define the price structure of TANSTAAFL Press.

5.2.6.1.1. Example: Sale of the electronic Book might be priced at \$4.99 on Amazon. That sale would give a net income of 70% of the sales price to TANSTAAFL Press or \$3.49. \$3.49 would be the net proceeds.

5.2.6.1.2. Example 2: A consignment of a book to a bookstore would usually be on a 60% / 40% basis. With a cover price of \$15.00, the net proceeds to TANSTAAFL Press would be \$9.00.

5.2.6.1.3. Example 3: Gencon charges a table fee of \$350 to attend the show and a cost to TANSTAAFL Press for lodging, etc. A single Book is sold for \$15.00. There are no direct charges to that book so the net proceeds would be \$15.00.

5.3. All royalties due the Author under this Agreement shall be paid to the Author on a quarterly (calendar) basis, and the receipt of the said funds shall be a good and valid discharge of all such indebtedness.

5.4. Publisher will do everything they reasonably can to give the Author updates, when he requests them, concerning the Book's sales and general progress. Every quarter following first publication the Book, Publisher will provide Author with a statement of monies received from sales of the Book and statement of royalties paid in 5.3.

5.5. The Author shall have the right, upon written request, to examine the books of account of the Publisher insofar as they relate to the Book; such examination shall be at the cost of the Author unless errors of accounting amounting to five percent (5%) or more of the total sum paid to the Author shall be found, in which case the cost shall be borne by the Publisher. The examination will be done by the Author's representative or accountant.

5.6. Sales tax will be paid by TANSTAAFL Press in the appropriate state.

6. Miscellaneous Provisions

6.1. This agreement is subject to the laws of the State of Washington.

6.2. If there is a disagreement between the two parties arising out of this agreement, it will be resolved in good faith through an arbitrator in Olympia, WA to be selected by both parties. The arbitrator's decision may be entered in any court having jurisdiction.

6.2.1. No arbitration can be commenced and neither Author nor Publisher can be found to be in breach of this Agreement unless they have been given written notice identifying the breach and a thirty-day opportunity to cure it.

6.3. Should the Publisher default in complying with the terms of this Agreement and does not rectify such default within the thirty (30) days noted in 6.2.1, all rights shall revert to the Author.

6.4. Should the Author default in complying with the terms of Agreement and does not rectify such default within the thirty (30) days noted in 6.2.1, the Publisher will have the right to cancel this contract and all provisions here-in.

7. Transferability

7.1. This Agreement may be assigned by Publisher as part of the sale or transfer of all or substantially all of Publisher's business or is part of a merger or consolidation of Publisher with another company. This agreement may also be assigned by Publisher to any subsidiary or affiliate or any company or entity under controlled by it. The performance of the terms of this Agreement is personal to Author and may not be assigned. Otherwise, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors, legal representatives, and assigns.

8. Term and Termination

8.1. All rights and requirements within this document are in effect until the sale of 1500 units, OR ten years whichever comes first.

8.2. On the first day of the first calendar quarter after the terms of 8.1 have been met, the rights and requirements of this document will have an automatic yearly renewal unless one party provides written notice and such written notice is provided at least thirty (30) days prior to the yearly anniversary to the other party.

8.3. In the event of the death of Thomas Gondolfi (the "Critical Person"), or in the event the Critical Person becomes disabled or unable to perform his/her customary duties within this contract, the Author shall have the option of terminating this contract upon thirty (30) days' written notice to the Publisher. The effective date of such termination shall be the thirtieth (30th) day following delivery of such written notice.

8.4. In case of termination of this contract for any reason, the Publisher will be given ninety (90) days beyond the termination date or the next anniversary date, whichever is longer, to liquidate any remaining stock of the Book.

8.4.1. Upon notification of termination, no further reprints of the Book may be made.

8.4.2. After the time specified in 8.4, all remaining stock of the Book must be destroyed.

9. Binding Agreement

9.1.1. This Agreement executed by the Parties sets forth the entire agreement between the Parties in connection with the subject matter hereof and it incorporates, replaces, and supersedes all prior agreements, promises, proposals, representations, understandings and negotiations, written or not, between the Author and the Publisher. The making, execution, and delivery of this Agreement have been induced by no representations, statements, warranties or agreements other than those expressed herein. This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of Licensor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written by their duly authorized representative.

Tom Gondolfi, Owner TANSTAAFL Press

<author>, Author

BY: _____

BY: _____

NAME: _____

NAME: _____

DATE: _____

DATE: _____