

CUSTOM COVER ILLUSTRATION

I. CUSTOM COVER ILLUSTRATION AGREEMENT

This Custom Cover Illustration Agreement (“Agreement”) is made and entered into by and between the Author identified in the “Author Sign-off Section” of this Agreement (“you”) and AuthorHouse, Inc. (“we” or “us”). The parties acknowledge and agree that this Agreement becomes part of the Terms and Conditions (attached hereto as Exhibit A and incorporated by reference) with respect to the Work whose title is referenced in the Sign-off Section of this Agreement and pursuant to which we have agreed to distribute the Work and perform other Services as instructed and paid for by you. You desire and agree to participate in the Custom Cover Illustration (“CCI”) pursuant to which a custom illustration for the Work will be prepared (the “Illustration”). Capitalized terms not defined in this Agreement will have the meaning ascribed to such terms in the Terms and Conditions unless the context dictates otherwise.

II. DESCRIPTION OF SERVICES

1. We will provide you with the services of CCI performed by an Artist (“Artist”) who is skilled and proficient in a variety of artistic styles and mediums. Artwork will be produced in any of the following media: graphite, ink, charcoal, pastel, digital, watercolor, collage, photography, fabric, or any combination of these media or other available media at your request and the Artist’s ability.
2. CCI Services are limited to a maximum of five (5) hours of the Artist’s time, including the initial consultation, correspondence, concept design work and re-work. Additional time will be made available, for purchase only your written request. This additional time will be billed to you at an hourly rate of \$79.
3. Illustration will be made available in high resolution (300 d.p.i.) TIF or JPG format to be included on your front cover.
4. You agree to submit a completed Custom Cover Illustration Submission Information Form to us before we commence any illustration.
5. Service is limited depending on the complexity of the illustration idea submitted on the Custom Cover Illustration Submission Information Form.
6. We retain the sole right to quote an appropriate service based on information provided in the Custom Cover Illustration Submission Information Form. In the event that we request a change of service, you retain the right to refuse this request. If you refuse this request, you are entitled to a full refund of any fees paid ONLY for CCI services.
7. We will make all reasonable efforts to produce an initial sketch within thirty (30) business days of initial Custom Cover Illustration contract and final artwork for you approval within thirty (30) business days of the initial CCI Consultation call. However, more time may be needed, as deemed necessary by the Artist and/or you and will be determined on a case by case basis. The production of the Illustration is separate from the production of the galley and this Agreement does not obligate us with regards to the production timeline of the interior galley.
8. We will provide you with a copy of the latest book cover trend report from our Author Development Series.

III. ELIGIBILITY AND REQUIREMENTS

1. All soft cover and hard cover books published by us are eligible to participate in CCI. You also receive the same benefits of a Personalized Back Cover without separate agreement or purchase.

2. You must notify us within fourteen (14) days of us sending the artwork if you are dissatisfied with the artwork. If we agree that the quality of the cover artwork does not match the original concept design agreement, we will provide a modified design at no charge to you. In no event will our liability for unsatisfactory services exceed the amount paid by you for the Services. Your only remedy in a dispute against us under this Agreement is a refund of money already paid to us for CCI.

3. You are responsible for providing any desired textual information relating to the Customized Back Cover. We reserve the right, in our sole discretion, to: edit or remove any obscene, scandalous, libelous, plagiarized or inflammatory material or any material that infringes upon the rights of any third party, including without limitation, trademark or copyright infringement; correct any obvious grammar or spelling errors; and edit the text so that the Work's cover is professional and presents us and you in a positive manner.

IV. REMEDIES AND LIMITATIONS

1. You acknowledge that participation in CCI does not constitute, nor should be construed as, a guarantee of Work sales. You acknowledge that we have no control over the purchasing decisions of customers and will not be liable to you if the Work does not sell.

2. We retain full rights to the Illustration produced as a part of this Agreement and reserve the right to use it in whole or in part for promotional campaigns. We grant you a Limited License to use the Illustration for promotional and advertising purposes. You shall be provided with a high resolution TIF or JPG of the approved Illustration. After your final approval, we can not alter the Illustration to satisfy additional uses deemed by you.

3. You will be bound by this Agreement upon sending an executed original of this Agreement to us at our address noted in the Terms and Conditions. Alternatively, facsimile or electronic transmission to us by you of the executed version of this Agreement will have the same force and effect as the original and will constitute your agreement to be bound by this Agreement. As to us, this Agreement will be deemed to be accepted by, and binding upon, us at such time as we receive confirmation that full payment from you for the Services associated with CCI has been received and irrevocably credited to us.

4. Your participation in CCI and the performance by us of our obligations under this Agreement will be deemed to constitute "Services" as defined in the Terms and Conditions and all of the provisions of the Terms and Conditions will apply equally to this Agreement, including, specifically, without limitation, the provisions of Sections 2 (pertaining to representations of Author), 4 (pertaining to limitations of liability and indemnification), 6 (pertaining to limitation of remedies), 7 (pertaining to breach of default and termination), 9 (pertaining to waiver), 10 (pertaining to force majeure), and 13 (pertaining to governing law, arbitration and jurisdiction). Further, the provisions of the Terms and Conditions, to the extent they generally limit our liability and otherwise protect us from liability to you, will apply to any claims by you against us. In the event of any conflict between the terms of this Agreement and the Terms and Conditions, the Terms and Conditions will be controlling and take precedence.

5. If any part of this Agreement is found to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be binding and effective.

6. By signing on the next page you acknowledge that you have read, understand and approve the terms of the foregoing Agreement and agree to be bound by its provisions. Please sign and return this Agreement via facsimile to 1-812-961-1023.

Custom Cover Illustration Agreement Sign-Off Section

Custom Cover Illustration \$499.00 _____ (Author to Check and Initial)

Payment

_____ I have enclosed a check or money order for the total amount due (payable to "AuthorHouse").

_____ Charge my credit card for the total amount due, using the information below.

Credit Card Information: _____ Visa _____ MasterCard _____ Discover _____ American Express

Name on Card: _____ Card Number: _____

Expiration Date: _____ Signature: _____

Billing Address: _____

Author Signoff

I have read the Custom Cover Illustration Agreement. I understand and accept all its terms in full.

Author Name (printed): _____

Author Signature: _____

Date: _____

Book Title and ID: _____

Copy and either mail or fax page 3 of this document to:

**AuthorHouse
1663 Liberty Drive, Suite 200
Bloomington, Indiana 47403**

For faster service, fax: 812-961-1023

1102341_2