



**AUTHOR SERVICES
AGREEMENT**
Standard and Color Publishing
Packages

RECITALS

- A. AuthorHouse is engaged in the business of providing services and products to authors seeking to publish, promote, and sell their manuscripts (“Works”) to which they own the copyright.
- B. Author desires to utilize AuthorHouse for hire as its provider of selected formatting, copy editing, proofing, printing, selling, and distribution services and other services as may be mutually agreed upon from time to time (the “Services”) in conjunction with the publication, distribution, selling, marketing, and promotion of Author’s Work. AuthorHouse desires to perform certain Services for Author, all in accordance with and subject to the terms and conditions of this Agreement. Author will retain all rights to the content of the Work.

1. AGREEMENTS

1.1. Author will complete and return to AuthorHouse the following before AuthorHouse will perform any Services:

1. Services Order Form
2. Payment for Services Selected
3. Work in a form acceptable to AuthorHouse

1.2. Author understands that if there is more than one Author contributing to the Work (“Joint Work”), the Author who signs this Agreement will be the sole point of contact with whom AuthorHouse will communicate regarding all matters related to Work and all parts constituting this Agreement. By signing the Joint Work Addendum each Author of Joint Work agrees to the terms and conditions of this Agreement.

1.3. Author will submit to AuthorHouse a copy of Work in a format that is ready to publish. Any subsequent changes or editorial revisions requested by Author shall result in additional charges. Author will also pay additional charges if Work is NOT submitted in a format acceptable to AuthorHouse.

1.4. AuthorHouse will retain in its possession all of the materials submitted by Author. AuthorHouse will have no obligation to provide to Author any submitted materials or production files at anytime or for any reason. AuthorHouse will have the right to compile and use statistical information about the sale of Work.

AuthorHouse does not own rights to Work and is NOT responsible for editing Work and has no editorial control over Work. Author may purchase Copy Editing Services provided by AuthorHouse. Author will have final authority with respect to suggested editing changes made by AuthorHouse copy editors. Author will edit galleys of Work sent by AuthorHouse and provide such other assistance as AuthorHouse may reasonably request regarding purchased Services.

1.5. AuthorHouse will format Work and Work’s Cover as specified in the Design Call provided the specifications meet the requirements and capabilities of AuthorHouse. AuthorHouse will retain final discretion over style and formatting of Work and its cover with Author acknowledging that Author may not utilize the formatted Work and cover with any other publisher, if AuthorHouse ceases publication of

Work. AuthorHouse retains the right to refuse content that does not meet AuthorHouse’s technical capabilities and will issue a refund in this instance. Author agrees not to use any copyrighted material in either the Work or the Work’s cover to which Author does not own the copyright. Author understands that print-on-demand technology can sometimes make exact color matching difficult. AuthorHouse makes no guarantees that it can match a particular color within the color spectrum or that copies of Work printed on different dates will exactly match the color of previously printed copies of Work.

1.6. AuthorHouse will provide Work to Author in all formats Author purchased within one hundred eighty (180) days after AuthorHouse has received all required materials. If AuthorHouse does not provide Author with Work within the appropriate timeframe, Author may request a refund of monies paid for Services that have not been completed. The 180 days does NOT include time Work is in Author’s possession for any reason or in the possession of AuthorHouse’s copyeditors for the purpose of copyediting.

1.7. Upon Author signing the “Galley Signoff Form”, AuthorHouse will make the completed Work available through the distribution channels selected by Author. AuthorHouse will waive channel access fees, for all forms of distribution Author selected, for the first and second years ONLY. Author is responsible for subsequent yearly channel access fees.

Author agrees to pay all applicable shipping and handling fees associated with purchasing copies of their own Work.

1.8. AuthorHouse will use reasonable efforts to assist Author in promoting Work consistent with Promotional Services purchased by Author. Author acknowledges that some promotional offerings will not be fulfilled until after Work is available for distribution. However, AuthorHouse cannot guarantee sales of any Work. AuthorHouse has made no guarantees or promises as to the minimum success of the Services or the amount of book sales which may result from the Services. AuthorHouse has no control over the purchasing decisions of consumers and is not liable to anyone if Work does not sell to Author’s expectations.

2. AUTHOR’S LEGAL RESPONSIBILITY

2.1 Author represents that Author is the copyright owner of Work and all of its content or has a legally binding agreement with the copyright owner as outlined in a Joint Work Addendum to this Agreement. This document is provided upon Author’s request.

2.2 Author represents that Work does not infringe upon any statutory or common law right of copyright, libel or privacy of any third party.

2.3 Author represents that Author is the owner of any trademarks and/or trade names associated with Work and that the usage of such trademarks or trade names does not infringe upon the rights of third parties.

2.4 Author further represents that Work does not contain illegal, unlawful or objectionable material including, but not limited to, pornography, obscenity or hate speech. Author acknowledges that the Work is not plagiarized and does not include falsely attributed statements of third parties. AuthorHouse reserves the right to discontinue all Services if Author violates the above stipulations and to retain a \$75 fee to defray setup costs.

2.5 Author completely and wholly accepts responsibility for the content of the Work.

3. AUTHORHOUSE'S LEGAL RESPONSIBILITY

AuthorHouse is not legally responsible in any way or means for Author's Work.

3.1 AuthorHouse is not liable to any third party for Work, regardless if AuthorHouse had any knowledge or could have reasonably known of any illegal, unlawful or objectionable content in Work.

3.2 AuthorHouse reserves the right to refuse to provide and/or to discontinue ALL Services upon AuthorHouse's discovery of any violation by Author of this Agreement, any other actions, omissions or misconduct of Author with respect to Work, and/or Author's performance under the Agreement.

3.3 AuthorHouse will not be responsible for retrieving the Work or for any sales of Work in possession by an entity other than AuthorHouse.

3.4 AuthorHouse will be permitted to publicize information concerning Work in connection with the advertisement, promotion and marketing of the Services offered by AuthorHouse, including, but not limited to, publication of the name and description of Work, the name and address (city and state only) of Author, and success relating to the sale of Work. AuthorHouse may also negotiate with search engines and third-party retailers to allow them to make available excerpts of the Work, otherwise publicize the Work and utilize AuthorHouse's trademarks to assist AuthorHouse in building its brand. The only benefit which Author can expect to receive as a result of these negotiations is to hope that such relationships will lead to more opportunities to sell the Work, thereby resulting in potential additional royalties to Author.

3.5. AuthorHouse will not be liable for delays, errors or non-performance of Services caused by any third party vendor or supplier of AuthorHouse.

3.6. From time to time, AuthorHouse will discontinue offering certain promotional items. AuthorHouse reserves the right to substitute a different promotional item of equal or greater value to Author with or without notification in the event of a discontinuation. In all situations, AuthorHouse will endeavor to notify Author of a cancellation of any promotional item the Author has purchased.

4. AUTHORHOUSE INDEMNIFICATION AND LEGAL DISCLAIMER

EXCEPT AS STATED IN THIS AGREEMENT, AUTHORHOUSE DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESSED OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO SERVICES, OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, COMPATIBILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT AUTHORHOUSE KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED, ARISING BY OPERATION OF LAW, CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, AUTHORHOUSE EXPRESSLY

DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS TO ANY PERSON OTHER THAN AUTHOR WITH RESPECT TO THE SERVICES OR ANY PART THEREOF.

IN NO EVENT WILL AUTHORHOUSE BE LIABLE TO AUTHOR OR ANY OTHER PERSON FOR LOST PROFITS OR REVENUES OR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES.

AuthorHouse assumes no liability for any loss, damage, injury, or claim of any kind or character to any person or property, including, but not limited to, Author or any third party, arising from, relating to, or in connection with the submission of the Work for the Services undertaken by AuthorHouse under the Agreement and the subsequent sale or distribution of the Work. Author agrees that submission of Work (including, without limitation, manuscripts, pictures and diskettes) to AuthorHouse is at Author's own risk and agrees that AuthorHouse will have no liability related to the misplacement or loss of Work for any reason.

If a claim is presented against AuthorHouse alleging that the Work is an infringement or Work otherwise violates or adversely affects the rights of third parties, AuthorHouse is hereby authorized, at its election: to negotiate, compromise, or settle such claim, subject to Author's approval, which approval shall not be unreasonably withheld or delayed; or defend the institution of any action there under at Author's expense. Author agrees to defend, indemnify and hold harmless AuthorHouse and its employees, shareholders, directors, representatives, successors and assigns of and from all and any manner of claims, demands, suits, actions, losses, costs, liabilities, damages, settlements, awards, judgments, attorneys' fees, professional fees, costs and expenses arising from or relating to: claims of third parties regarding ownership, trademark, copyright, libel, slander, plagiarism, privacy, misappropriation, and similar claims relating to Work; the sale and distribution of Work; and any misrepresentation, breach or default by Author under this Agreement or any other agreements or understandings between the parties. Until AuthorHouse's claim for indemnity has been fully satisfied, AuthorHouse may, at its sole discretion, retain all payments due Author under Section 4 of the Agreement, cease providing any further Services, and Author shall have no right to receive a refund of any monies paid by Author to AuthorHouse. In addition, Author agrees to abide by and comply with the policies promulgated by AuthorHouse with respect to requests or complaints from third parties regarding Work.

5. PRICING AND ROYALTY AGREEMENTS

5.1 Author Royalties. AuthorHouse will remit payments to Author on a quarterly basis (4 times a year) along with a report of sales in that reported quarter. Author understands that in the instance where there are zero (0) sales for a given quarter, AuthorHouse may choose to distribute the quarterly report by electronic mail rather than post. Author royalties will be determined as follows:

Electronic Distribution

Author will receive a royalty payment of twenty five percent (25%) of the purchase price for each copy sold through Electronic Distribution (known as "E-book").

Standard Paperback, Color Paperback, and Hardcover Distribution

Prior to distribution, Author will select prices and corresponding royalties ranging from five (5) to fifty (50) percent using AuthorHouse's standard "Book Pricing Agreement".

Author will select two prices. The “AuthorHouse Web Price and Royalty Option” will reflect both the retail price and the royalty that Author earns from sales of the Work through the AuthorHouse Web site or book order department. The “AuthorHouse Retail Price and Royalty Option” will reflect both the retail price and the royalty that Author earns from sales of the Work through other retailers (and when retailers purchase the Work directly from AuthorHouse). AuthorHouse reserves the right to determine the type of sale (retail or Web site) in accordance with the policies of the Book Orders Department.

5.2. Modification of Price. AuthorHouse reserves the exclusive right to modify the selling price of Work should costs change or market conditions warrant and will notify Author of such change. Should this happen, the selected royalty payments will remain the same.

5.3. Payment and Royalty Fees Statement. The royalty payments made to Author will be the amounts as defined in the Book Pricing Agreement, less any outstanding amounts owed by Author to AuthorHouse and/or withheld pursuant to Sections 5.4 and 5.5 below and governing laws.

5.4. Tax Withholding and Taxpayer Identification Number. All royalty payments to Author will be subject to applicable tax requirements. Author will provide AuthorHouse with all necessary information and documentation to comply with tax requirements including the Taxpayer Identification Number (“TIN”) of Author and a completed Internal Revenue Service (“IRS”) form W-9. If Author is a single person, the “Taxpayer Identification Number” is understood to be the personal Social Security Number. If not a U.S. citizen or permanent resident alien, Author must submit appropriate documentation to allow AuthorHouse to fulfill tax obligations for foreign persons.

In the event that Author fails to provide AuthorHouse with the proper aforementioned documentation and information, or fails to fully comply with the provisions of this Agreement, AuthorHouse will have the right to withhold from royalties owed to Author any moneys required to be deducted or withheld in compliance with the tax code or other governing laws. Author understands that Author will have no right to seek reimbursement from AuthorHouse for such withholdings and payment by AuthorHouse to the proper authorities.

5.5. Withholding of Royalty Payments. When Author does fully comply with the provisions of Section 5.4, AuthorHouse will cease withholding payments. However, Author will have no right to receive from AuthorHouse any amounts withheld and remitted to taxing authorities pursuant to Section 5.4.

5.6. Transfer of Ownership of Work. Author may assign the ownership of Work and right to receive royalty payments to a different party by completing all of the following: providing payment to AuthorHouse for all Services selected, providing AuthorHouse with the new party’s TIN and W-9 or other applicable documentation (see above), providing new party’s agreement to the AuthorHouse Author Services Agreement in its entirety, and by obtaining the prior written approval of AuthorHouse. This approval may be withheld by AuthorHouse at its sole discretion for any reason.

In the event that AuthorHouse consents to the assignment of payments, Author and such transferee shall jointly and severally

reimburse, indemnify, and hold harmless AuthorHouse for any tax liability, penalty, interest or fee imposed by any federal, state or local taxing authority, for any reason in connection with the assignment of any payment pursuant to this Section. In such event, Author and such transferee shall execute such indemnification or other agreements as may be requested by AuthorHouse.

All applicable payments to AuthorHouse must be made prior to its commencement of the selected Services. All payments made by Author to AuthorHouse are non-refundable, except as may be specifically provided otherwise in the Agreement.

5.7 Check Payment. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your account or to process as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day your payment is received, and you will not receive your check back from your financial institution.

5.8 Book Returns. Unless the Author has purchased Book Sellers Return Program at the time of book purchase, all books sold either from AuthorHouse or from a third-party retailer are non-returnable.

6. AUTHOR’S REMEDIES

6.1 AUTHOR’S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM RELATING TO AUTHORHOUSE’S PERFORMANCE UNDER THIS AGREEMENT WILL BE FOR AUTHORHOUSE, AT ITS CHOOSING AND UPON WRITTEN NOTICE TO AUTHOR, TO EITHER A) USE COMMERCIALY REASONABLE EFFORTS TO CURE, AT ITS EXPENSE, THE MATTER THAT GAVE RISE TO THE CLAIM FOR WHICH AUTHORHOUSE IS AT FAULT, OR B) TO RETURN TO AUTHOR ONLY THE FEES PAID FOR THE PARTICULAR SERVICE WHICH PROMPTED THE CLAIM. Author shall review and inspect Work. Any claim under this Agreement must be made within thirty (30) days of delivery or performance by AuthorHouse of Author’s selected Services. Author will work with AuthorHouse to resolve all issues and disputes regarding Services prior to seeking any remedy under this Section 6. To the fullest extent legally permitted, Author agrees not to allege that the remedies in this Section fail their essential purpose.

7. TERMINATION OF AGREEMENT

7.1 Suspension of Services. Upon a breach, default, or failure of Author to comply with the terms of this Agreement or the failure to cooperate with AuthorHouse in the provision of any Services, AuthorHouse will have the right to suspend any or all performance until Author cooperates with the terms of this Agreement and/or cooperates with AuthorHouse in the provision of Services.

7.2 Termination. The term of this Agreement shall continue until one of the following occurs:

- a. Upon thirty (30) days’ written notice, Author terminates this Agreement for any reason other than an AuthorHouse breach of contract. Author agrees to pay AuthorHouse for any amounts due on items purchased on the Services Order Form, and AuthorHouse will retain all moneys previously paid by Author to AuthorHouse.
- b. Upon thirty (30) days’ written notice, AuthorHouse terminates this Agreement for any reason other than an Author breach of contract. AuthorHouse agrees to refund all monies paid by Author for the Services if termination occurs within one year of

Agreement's commencement unless Agreement is terminated pursuant to Section 2.4.

- c. By AuthorHouse immediately upon written notice if Author has failed to pay AuthorHouse for any selected Services after AuthorHouse has given prior written notice to Author of such nonpayment (in which case AuthorHouse will have the right to retain all moneys previously paid by Author to AuthorHouse.).
- d. Except pursuant to Section 7.2(c), upon either party terminating this Agreement in the event of breach or default by a party to this Agreement which remains unresolved after thirty (30) days' written notice.
- e. Termination by mutual written agreement of the parties.

In the event of termination of this Agreement, AuthorHouse will discontinue distribution of the Work, and the provisions addressing future performance shall survive the termination, including, but not limited to, Sections 3, 4, 5, 6, and 13.

8. Recommencement. After AuthorHouse provides Work to Author in all formats Author purchased, AuthorHouse agrees to make Work available for sale for the period of two (2) years. After this two-year period, AuthorHouse reserves the right to discontinue making Work available for purchase if the Distribution Channel Access Fee is not paid. If Author later decides to make Work available again for purchase, Author agrees to pay a resubmission fee, after which AuthorHouse will agree that it will make Work available for sale for the period of one (1) year after resubmission. In such event, all previous terms will recommence as stated in the previously-signed Author Services Agreement.

As Work can be available in multiple formats, AuthorHouse reserves the right to terminate and recommence individual ISBN's of Work, depending on whether the applicable Distribution Channel Access Fee is paid.

9. No Waiver. Any waivers of rights must be in writing and no prior waiver will affect a party's rights as to a subsequent breach. The rights and remedies of AuthorHouse shall be distinct, separate, and cumulative. No action or inaction by AuthorHouse shall operate to exclude or deprive AuthorHouse of any other rights allowed it by law.

10. Force Majeure. AuthorHouse will be excused from its obligations if its performance is prevented by events outside of its reasonable control, including, without limitation, acts of God, wars, riots, strikes or other labor disputes, natural disasters, fire, or severe weather. In such event, AuthorHouse will notify Author and will provide an estimate of how long performance will be delayed. If performance will be delayed more than 90 days, Author may terminate this Agreement.

11. Severability. 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.

12. Notices. All notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed given when received upon delivery by hand, transmission by facsimile or mailing by registered or certified mail, return receipt requested, first class postage prepaid, addressed as follows:

(a) **If to AuthorHouse:**
AuthorHouse

1663 Liberty Drive, Suite 200
Bloomington, IN 47403
Fax: 812/961-1023

(b) **If to Author:** All material sent from AuthorHouse to Author will be sent to the address indicated in the "Author's Information" section of the "Services Order Form."

13. Governing Law; Arbitration; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without recourse to conflicts of law principles. Any dispute between the parties MUST be submitted to binding arbitration administered by the American Arbitration Association ("AAA") to take place in Bloomington, Indiana, before one arbitrator in accordance with the Commercial Arbitration Rules and Mediation Procedures of the AAA ("AAA Rules"). Author acknowledges and agrees that the Services provided to Author are solely for commercial or business purposes and NOT for personal or household use. The parties hereby expressly acknowledge and agree that the Supplementary Procedures for Consumer-Related Disputes under the AAA Rules shall not apply to arbitration pursuant to this Agreement. In the event Author institutes such arbitration, then without limiting the applicability of the AAA rules, Author must serve the complaint initiating arbitration upon AuthorHouse at the address provided above at the same time as Author submits such complaint to the AAA. The arbitrator will be obligated to award the prevailing party of any such proceedings all costs, attorneys' fees and other expenses incurred by such prevailing party in the arbitration proceedings. Any award entered by the arbitrator may be enforced in any court of competent jurisdiction.

14. Headings. The headings of the Sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

15. Transmission by Author; Acceptance by AuthorHouse. Author will be bound by this Agreement upon sending an executed original of this Agreement to AuthorHouse at the address noted in Section 12(a) above. Alternatively, facsimile or electronic transmission to AuthorHouse by Author of the executed version of this Agreement will have the same force and effect as the original and will constitute Author's agreement to be bound by this Agreement. As to AuthorHouse, this Agreement will be deemed to be accepted by, and binding upon, AuthorHouse at such time as AuthorHouse receives confirmation that full payment from Author for the initial Services has been received and irrevocably credited to AuthorHouse.

16. Assignment. This Agreement may not be transferred, delegated or assigned by either party without the prior written consent of the other party, except that AuthorHouse may assign this Agreement in connection with the sale of its business or a merger with a third party. This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assignees of Author and AuthorHouse.

17. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior agreements or communications between the parties concerning the subjects contained herein. This Agreement may not be amended orally, but only by an agreement in writing that is signed by both parties.

DESCRIPTION OF SERVICES



DESCRIPTION OF PUBLISHING SERVICES

OPTION 1—STANDARD PAPERBACK PUBLISHING

If Author selects this option, AuthorHouse shall prepare Work's interior for distribution as a black and white quality trade paperback version, design a full-color cover, obtain an International Standard Book Number (ISBN), and register Work with distributors so that it may be available for sale via "print-on-demand" (printed as ordered) at retail outlets using these systems. Author receives up to ten (10) image insertions and one (1) complimentary copy of Work.

OPTION 2—COLOR PAPERBACK PUBLISHING

If Author selects this option, AuthorHouse shall prepare Work's interior for distribution as a full-color quality trade paperback version, design a full-color cover, obtain an International Standard Book Number (ISBN), and register Work with distributors so that it may be available for sale via "print-on-demand" (printed as ordered) at retail outlets using these systems. Author receives up to fifty (50) image insertions, up to two (2) hours of design time, one CD-ROM galley, and one (1) complimentary copy of Work.

DESCRIPTION OF PUBLISHING SERVICES OPTIONS

OPTION 3—ELECTRONIC DISTRIBUTION *(AVAILABLE ONLY WITH STANDARD PAPERBACK PUBLISHING)*

If Author selects this option, AuthorHouse will prepare Work for distribution and sale in electronic form on AuthorHouse's Web site.

OPTION 4—HARDCOVER DISTRIBUTION *(AVAILABLE ONLY WITH STANDARD PAPERBACK PUBLISHING)*

If Author selects this option, AuthorHouse shall prepare Work for distribution as a hardcover version, obtain an ISBN, and register Work with distributors so that it may be available for sale via "print-on-demand" (printed as ordered) at retail outlets using these systems. All hardcover books must be no less than 108 pages and no greater than 740 pages in length.

OPTION 5— PERSONAL WAREHOUSE SERVICE

If Author selects this option, AuthorHouse shall ship volume books (1,500 or more) to VAR as the named consignee for storage and future delivery on behalf of Author. The books shall be delivered to VAR properly marked and packaged for future handling. AuthorHouse will track the Book inventory and will advise Author of options for reordering when the inventory levels become low. Author agrees to read and sign "Personal Warehouse Service Agreement" which, with Author's signature, will become part of this Agreement.

OPTION 6—DISTRIBUTION CHANNEL ACCESS FEE, ADDITIONAL YEAR(S)

By selecting Option 1 or Option 2, Author receives two (2) years of ongoing accessibility of Work for purchase by Author and third parties at no charge. This accessibility allows Author's Work to remain registered and available for sale through distributors. If Author selects Option 6, he/she will receive an additional year(s) of ongoing accessibility of Work for purchase by Author and third parties. This allows Author's Work to remain registered and available for sale through distributors. The Distribution Channel Access Fee covers additional distribution time for one format of the Work.

OPTION 7—FAST FOREWORDsm SERVICE

If Author selects this option, AuthorHouse will expedite the publishing process. Standard paperback books will be completed within 30 days of submission of all materials. Hardcover books will be completed within 45 days of materials submission, and color paperback books will be completed 60 days of submission. Author also agrees to read and sign "Fast Foreword Service Agreement," which, with Author's signature, will become part of this Agreement.

OPTION 8—COPYRIGHT REGISTRATION

If Author selects this option, AuthorHouse shall complete all forms and requirements to register Author's Work with the United States Copyright Office (USCO). Upon publication, AuthorHouse will send two (2) copies of Work to the USCO and will send Author a copy of the registration certificate, once received from the USCO.

OPTION 9—PERSONALIZED BACK COVER

AuthorHouse normally uses the ‘About the Book’ provided by Author on the Submission Information Form for back cover formatting for paperback and hardcover versions of Work. However, if Author selects this option, AuthorHouse shall include Author’s picture and/or up to 200 words of custom text promoting Author and Work. Author agrees that the style and format of the cover is entirely at the discretion of AuthorHouse. If Author selects Hardcover Distribution, AuthorHouse shall include up to 75 words of custom text promoting Author and Work on each of the two inside flaps of the hardcover version.

- 1) Author agrees to submit the picture (color or black and white) and/or text desired with Agreement.
- 2) The picture must be at least 2 inches by 3 inches but not be more than 8 inches by 10 inches.

OPTION 10—EXCLUSIVE COVER DESIGN

If Author selects this option, Author will work closely with an AuthorHouse Artist to create original artwork for Author’s book cover. The service includes up to fourteen (14) hours of consultation and design production time by a professional AuthorHouse artist. Original artwork can be created in watercolor, pastel, acrylic, graphite, pen & ink, collage, digital media or photography. Available styles include: Traditional, Contemporary, Whimsical and Portraiture. Additional time with the Artist is available for purchase at an hourly rate \$79.00. Author also agrees to read and sign “Exclusive Cover Design Agreement,” which, with Author’s signature, will become part of this Agreement.

OPTION 11—CUSTOM COVER ILLUSTRATION

If Author selects this option, Author will work with an AuthorHouse design consultant and illustrator to create original artwork for Author’s book cover. The service includes up to five (5) hours of consultation and design production time by an AuthorHouse illustrator. The Custom Cover Illustration will be produced by AuthorHouse. Additional time with the illustrator is available for purchase at an hourly rate of \$79.00. Personalized Back Cover and Book Cover Trend Report are included. Author also agrees to read and sign “Custom Cover Illustration Agreement,” and “Custom Cover Illustration Submission Information Form,” which, with Author’s signature, will become part of this Agreement.

OPTION 12—CUSTOM ILLUSTRATIONS PROGRAM

If Author selects this option, AuthorHouse will provide Author with the services of the Program performed by an artist who is skilled and proficient in a variety of artistic styles and mediums. Artist will work with the Author to create artwork to include with the Work. Author also agrees to read and sign both the “Custom Illustrations Program Agreement” and “Custom Illustrations Submission Information Form,” which, with Author’s signature, will become part of this Agreement.

OPTION 13—COVER FOCUS CONSULTATION

If Author selects this option, AuthorHouse will provide Author with guidance on possible and/or marketable artwork ideas for the Author’s book cover. This consultation is executed via a one hour conference call with the Author’s design consultant and cover designer and also includes a Personalized Back Cover and Book Cover Trend Report.

OPTION 14—LIBRARY OF CONGRESS CONTROL NUMBER

If Author selects this option, AuthorHouse shall obtain a control number for Work from the Library of Congress and upon publication, will send one (1) copy of Work to the Library of Congress. The Library of Congress Number will be printed within the book.

OPTION 15—COPYEDITING

If Author selects this option, AuthorHouse shall copyedit Work. Author understands that copyediting includes correction of spelling, punctuation, and grammar; checking for consistency, proper usage, and typographical errors. Author also understands that copyediting does not include content support and resolution, evaluation of flow, presentation, and sentence structure. Author also agrees to read and sign “Copyediting Services Agreement,” which, with Author’s signature, will become part of this Agreement.

OPTION 16—EXPEDITED COPYEDITING

If Author selects this option, AuthorHouse shall copyedit Work within a timeframe of 5 business days. Author understands that copyediting includes correction of spelling, punctuation, and grammar; checking for consistency, proper usage, and typographical errors. Author also understands that copyediting does not include content support and resolution, evaluation of flow, presentation, and sentence structure. Author also agrees to read and sign “Expedited Copyediting Services Agreement,” which, with Author’s signature, will become part of this Agreement.

DESCRIPTION OF MARKETING OPTIONS

OPTION 17—PERSONAL MEDIA VALET

AuthorHouse will provide the author with a professionally-written press release for their book that will be distributed to 300 targeted media outlets. The press release will also be distributed via the AuthorHouse Newswire service. After the release is distributed to the media, an AuthorHouse publicity specialist will follow-up with 50 media outlets and send review copies upon request. Media outlets will be selected based upon the author's location, the subject matter of the book, and the author's preferences. Author will also receive a copy of *Your Voice in Demand* that includes tips on sending out press releases and other marketing ideas. For US and Canadian media only. Author will also receive 50 "starter" press kits. Each "starter" kit will consist of a folder that includes a custom-designed *Fact Sheet*, an *Author Biography Sheet*, and a copy of the author's press release. Author will also receive an independent review of their book. AuthorHouse retains the right to refuse to promote books that contain content that is deemed to be false, defamatory, or otherwise injurious to third parties. This may include content that is obscene or could be construed as hate speech. The author is also required to purchase Option 15-Copyediting in order to take advantage of Option 17- Personal Media Valet.

OPTION 18—NEW YORK TIMES ADVERTISING

If Author selects this option, AuthorHouse shall place a black and white, 3.5" x 1.25" ad in the Sunday Book Review Section of *The New York Times* regarding Work. This ad, together with the ads of 11 other AuthorHouse authors, will comprise a full-page ad within the Sunday Book Review Section. Author also agrees to read and sign "*New York Times Advertising Agreement*," which, with Author's signature, will become part of this Agreement. AuthorHouse retains the right to refuse to promote books that contain content that is deemed to be false, defamatory, or otherwise injurious to third parties. This may include content that is obscene or could be construed as hate speech.

OPTION 19—BOOKSELLERS RETURN PROGRAM

If Author selects this option, Author's Work will be returnable for purchases made by bookstores. This one-year (1) contract extends from the date that Work is made available for sale. Author also receives a copy of the book's iPage from the Ingram database showing the book's returnable status and a list of tips on how to best contact bookstores in order to generate more book sales. Author also agrees to read and sign "*Booksellers Return Program Agreement*," which, with Author's signature, will become part of this Agreement.

OPTION 20—THE BLOOMSBURY REVIEW® ADVERTISING

If Author selects this option, AuthorHouse shall include information regarding Work in an issue of *The Bloomsbury Review*. This magazine, which circulates throughout all of North America, reaches booksellers, librarians, educational institutions and book readers. Information will include Work's cover, title, Author's name, ISBN, purchase information and a short description of Work, which Author supplies to AuthorHouse. Advertisements placed by AuthorHouse in *The Bloomsbury Review* are full-color. Although AuthorHouse will design the ad, the Author must provide up to forty (40) words of text that will appear in the 1.5" x 4" ad. The text should be submitted by e-mail to promotions@authorhouse.com. AuthorHouse retains the right to refuse to promote books that contain content that is deemed to be false, defamatory, or otherwise injurious to third parties. This may include content that is obscene or could be construed as hate speech.

OPTION 21— PRESS RELEASE SERVICE

If Author selects this option, AuthorHouse will provide the author with a professionally-written press release for their book. Author will also receive a copy of *Your Voice in Demand* that includes tips on sending out press releases and other marketing ideas. AuthorHouse retains the right to refuse to promote books that contain content that is deemed to be false, defamatory, or otherwise injurious to third parties. This may include content that is obscene or could be construed as hate speech.

OPTION 22—EXPANDED PUBLICITY PACKAGE

AuthorHouse will provide the author with a professionally-written press release for their book and distribute it to 300 targeted media outlets. Author will also receive a copy of *Your Voice in Demand* that includes tips on sending out press releases and other marketing ideas. Author will also receive 30 "starter" press kits. Each "starter kit" will consist of a folder that includes a custom-designed *Fact Sheet*, an *Author Biography Sheet*, and a copy of the author's press release. AuthorHouse retains the right to refuse to promote books that contain content that is deemed to be false, defamatory, or otherwise injurious to third parties. This may include content that is obscene or could be construed as hate speech.

OPTION 23—STANDARD PUBLICITY PACKAGE

If Author selects this option, AuthorHouse will provide the author with a professionally-written press release for their book and distribute it to 100 targeted media outlets. Author will also receive a copy of *Your Voice in Demand* that includes tips on sending out press releases and other marketing ideas. AuthorHouse retains the right to refuse to promote books that contain content that is deemed to be false, defamatory, or otherwise injurious to third parties. This may include content that is obscene or could be construed as hate speech.

OPTION 24—NEWswire PLUS

AuthorHouse will provide the author with a professionally-written press release about their book and distribute it via a wire service to media outlets across the United States. AuthorHouse retains the right to refuse to promote books that contain content that is deemed to be false, defamatory, or otherwise injurious to third parties. This may include content that is obscene or could be construed as hate speech.

OPTION 25—MEDIA ALERT

After an author has purchased the Standard, Expanded or Personal Media Valet Service, the author can elect to have additional press releases sent out for special occasions, i.e. book signings, speaking events, awards. (See *37 Reasons to Send a Press Release* for more suggestions.) Each media alert will be sent to 50 media outlets in the author's selected city. AuthorHouse retains the right to refuse to promote books that contain content that is deemed to be false, defamatory, or otherwise injurious to third parties. This may include content that is obscene or could be construed as hate speech.

OPTION 26—BOOK REVIEW

AuthorHouse will contract with an independent review service to provide the author with a independent written review of the Author's Work. Author will receive a copy of the review upon completion. AuthorHouse retains the right to refuse to promote books that contain content that is deemed to be false, defamatory, or otherwise injurious to third parties. This may include content that is obscene or could be construed as hate speech.

OPTION 27—DOMAIN NAME

If Author selects this option, AuthorHouse shall register one (1) domain name regarding Work and set it to forward to Work's unique page on AuthorHouse's website. This domain name and forwarding shall be valid for one (1) year from purchase date or Work's sale date on AuthorHouse's website, whichever is later. Author understands that the domain name is registered under AuthorHouse and that registration transfer will incur a \$75 administration charge.

OPTION 28--WEB SITE MARKETING SERVICE

If Author selects this option, AuthorHouse will set up a domain name for Author and make website design templates available for use. AuthorHouse will produce a Web site with Author-populated content which resolves to the domain Author selected. AuthorHouse agrees to update Author's Web site content change no later than twenty-four (24) business hours after Author's change has been made in the Author Center. AuthorHouse also agrees to provide Author with a copy of "Best Practices in Web Publishing," which provides helpful hints on writing for the Web, search engine optimization rules and design guidelines. AuthorHouse will use commercially reasonable efforts to notify Author within sixty (60) days of contract expiration so that Author can renew without an interruption of Service. This initial service lasts for term of one year, but can be renewed at Author's discretion for a longer term.

OPTION 29--CONTENT MANAGEMENT SERVICE

If Author selects this option, AuthorHouse will make periodic updates to Author's website on behalf of Author. Author can submit changes and text to AuthorHouse via e-mail, and by mail if e-mail is not available. AuthorHouse will provide one update per month for the term of one year. Additional years of this service can be added at any time.

OPTION 30—GOOGLE/AMAZON SEARCH PROGRAM

AuthorHouse will submit an electronic version of the author's book to Google for inclusion in their *Book Search* program. AuthorHouse will submit an electronic version of the author's book to Amazon for inclusion in their *Search Inside™ the Book* program.

OPTION 31—BOOK SIGNING KIT

Authors who select the Book Signing Kit will receive 10 posters, 30 custom-designed flyers, and 100 postcard invitations featuring the cover of the book to help them promote their personal appearances and book signings.

OPTION 32—MARKETING KIT

Authors who select the Marketing Kit will receive 100 high-quality color bookmarks, 100 postcards, and 100 business cards customized for their book.

OPTION 33—BOOKMARKS

If Author selects this option, AuthorHouse shall create 1000, 2500, or 5000 (of Author's choosing) bookmarks regarding Work. Each will include Work's cover, title, Author's name, ISBN, purchase information, and short description, which Author supplies.

OPTION 34—POSTCARDS

If Author selects this option, AuthorHouse shall create 1000, 2500, or 5000 (of Author's choosing) postcards regarding Work. Each will include Work's cover, title, Author's name, ISBN, purchase information, and short description, which Author supplies.

OPTION 35—BUSINESS CARDS

If Author selects this option, AuthorHouse shall create 1000, 2500, or 5000 (of Author's choosing) business cards regarding Work. Each will include Work's cover, title, Author's name, ISBN, purchase information, and short description, which Author supplies.



authorHOUSE

SERVICES ORDER FORM



Enter your name here: _____

Author ID:
Please Print

Author, by checking and initialing the appropriate boxes below, hereby selects the corresponding options (**check only options you wish to purchase**). Author also agrees that he/she has read and understands the description of services and agrees to the scope of such services.

OPTION #	NAME	PRICE	CHECK & INITIAL
Option 1	Standard Paperback Publishing (with full-color cover)	\$698	<input type="checkbox"/> _____
Option 2	Color Paperback Publishing (with full-color cover and interior pages)	\$999	<input type="checkbox"/> _____
Option 3	Electronic Distribution (available only with Standard Paperback Publishing)	\$100	<input type="checkbox"/> _____
Option 4	Hardcover Distribution (available only with Standard Paperback Publishing)	\$350	<input type="checkbox"/> _____
Option 5	Personal Warehouse Service (SEPARATE AGREEMENT REQUIRED)	\$250	<input type="checkbox"/> _____
Option 6	Distribution Channel Access Fee after Second Year (DCAF)	\$20 PER FORMAT PER YEAR	<input type="checkbox"/> DCAF Format: _____ Hardcover _____ Softcover _____ E-book
Option 7	Fast Foreword SM Service (SEPARATE AGREEMENT REQUIRED)	\$500	<input type="checkbox"/> _____
Option 8	Copyright Registration	\$170	<input type="checkbox"/> _____
Option 9	Personalized Back Cover	\$119	<input type="checkbox"/> _____
Option 10	Exclusive Cover Design (SEPARATE AGREEMENT REQUIRED)	\$1199	<input type="checkbox"/> _____
Option 11	Custom Cover Illustration (SEPARATE AGREEMENT REQUIRED)	\$499	<input type="checkbox"/> _____
Option 12	Custom Illustrations Program (SEPARATE AGREEMENT REQUIRED)	\$ see add'l SIF	<input type="checkbox"/> _____
Option 13	Cover Focus Consultation	\$249	<input type="checkbox"/> _____
Option 14	Library of Congress Control Number	\$75	<input type="checkbox"/> _____
Option 15	Copyediting (SEPARATE AGREEMENT REQUIRED) (English)	\$0.018 per word	<input type="checkbox"/> _____
Option 16	Expedited Copyediting (SEPARATE AGREEMENT REQUIRED) (English)	\$0.036 per word	<input type="checkbox"/> _____
Option 17	Personal Media Valet (SEPARATE AGREEMENT REQUIRED)	\$4,000	<input type="checkbox"/> _____
Option 18	New York Times Advertising (SEPARATE AGREEMENT REQUIRED)	\$2,650	<input type="checkbox"/> _____
Option 19	Booksellers Return Program (SEPARATE AGREEMENT REQUIRED)	\$699	<input type="checkbox"/> _____
Option 20	The Bloomsbury Review Advertising	\$450	<input type="checkbox"/> _____
Option 21	Press Release Service	\$200	<input type="checkbox"/> _____
Option 22	Expanded Publicity Package	\$600	<input type="checkbox"/> _____
Option 23	Standard Publicity Package	\$300	<input type="checkbox"/> _____
Option 24	NewsWire Plus	\$750	<input type="checkbox"/> _____
Option 25	Media Alert (only available with purchase of Options 17, 22, or 23)	\$75	<input type="checkbox"/> _____
Option 26	Book Review	\$500	<input type="checkbox"/> _____
Option 27	Domain Name	\$75	<input type="checkbox"/> _____
Option 28	Web Site Marketing Service	\$499	<input type="checkbox"/> _____
Option 29	Content Management Service	\$300 (per year)	<input type="checkbox"/> _____
Option 30	Google™/Amazon® Search Program	\$75	<input type="checkbox"/> _____
Option 31 *	Book Signing Kit	\$300 *	<input type="checkbox"/> _____
Option 32 *	Marketing Kit	\$200 *	<input type="checkbox"/> _____
Option 33 *	Bookmarks (1000)	\$400 *	<input type="checkbox"/> _____
	Bookmarks (2500)	\$750 *	<input type="checkbox"/> _____
	Bookmarks (5000)	\$1,200 *	<input type="checkbox"/> _____
Option 34 *	Postcards (1000)	\$500 *	<input type="checkbox"/> _____
	Postcards (2500)	\$800 *	<input type="checkbox"/> _____
	Postcards (5000)	\$1,300 *	<input type="checkbox"/> _____
Option 35 *	Business Cards (1000)	\$250 *	<input type="checkbox"/> _____
	Business Cards (2500)	\$400 *	<input type="checkbox"/> _____
	Business Cards (5000)	\$650 *	<input type="checkbox"/> _____

SUB-TOTAL 1 \$ _____

IMAGE INSERTION	\$10 per image (Standard/Hardcover) x _____ IMAGES (first 10 images FREE)	\$ _____
	\$10 per image (Full-Color Publishing) x _____ IMAGES (first 50 images FREE)	\$ _____
SCANNING:	\$5.00 per Black and White Image x _____ IMAGES	\$ _____
	\$8.00 per Color Image (FOR IMAGES 1 - 50) x _____ IMAGES	\$ _____
	\$10.00 per Color Image (FOR IMAGES 51 AND HIGHER) x _____ IMAGES	\$ _____
MANIPULATION:	\$10.00 per Image x _____ ALTERATIONS	\$ _____
DATA ENTRY:	Estimated (English) Data Entry Charges at \$2.25 PER PAGE x _____ PAGES	\$ _____
	Estimated (Romance Language) Data Entry at \$2.75 PER PAGE x _____ PAGES	\$ _____
	Estimated (Difficult) Data Entry at \$3.25 PER PAGE x _____ PAGES	\$ _____

SUB-TOTAL 2 \$ _____

* Indiana residents add 6% sales tax for only the items marked with asterisk (*)

IN Sales Tax \$ _____

* Illinois residents add 6.25% sales tax for only the items marked with asterisk (*)

IL Sales Tax \$ _____

ASR NAME: _____

TOTAL ESTIMATED COST \$ _____

Reference Code:

Author's Information

Title of Work:

Legal Name of Author:

Social Security Number (needed for royalty payments)

Address:

City: State: Zip:

Daytime Phone: Evening Phone:

Fax: E-mail:

Preferred Contact Method and Time of Day:

Author ID:
Please Print

The Agreement is effective as of the date written below and executed upon Author signing in the appropriate space below.

Taxpayer Identification Number/Social Security Number and Certification

I certify that: I have supplied the correct taxpayer identification number, I am not subject to backup withholding, and I am a U.S. citizen or U.S. resident alien*.

Signature: Taxpayer ID/SSN:

If not a U.S. person, please check here: AuthorHouse will withhold royalties at the standard 30% rate in accordance with US law.

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:

Final Contract Signoff

I have read the AuthorHouse Author Services Agreement (Rev. Date: May 1, 2007). I understand and accept all its terms in full.

Author Name (printed): Date:

Author Signature:

**Return pages 9 and 10 of this document to:
AuthorHouse
1663 Liberty Drive, Suite 200
Bloomington, Indiana 47403
Toll free: 888.519.5121
For Fastest Service Fax: 812.961.1023**