



CUSTOM COVER ILLUSTRATION Addendum to the Author Services Agreement

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 Signature” section of this Agreement (“Author” or “you”) and Author Solutions, Inc., d/b/a AuthorHouse (“AuthorHouse” or “we”). The parties acknowledge that Author has entered into a certain Author Services Agreement with AuthorHouse (the “Author Agreement”) pertaining to the Work whose title is referenced on the signature page of this Agreement and pursuant to which AuthorHouse has 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 Author Agreement unless the context dictates otherwise.

II. DESCRIPTION OF SERVICES

1. AuthorHouse will provide Author 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 the Author’s 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 upon the Author’s written request. This additional time will be billed to the Author 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 Author’s front cover.
4. Author agrees to submit a completed Custom Cover Illustration Submission Information Form to AuthorHouse before AuthorHouse commences any illustration.
5. Service is limited depending on the complexity of the illustration idea submitted on the Custom Cover Illustration Submission Information Form.
6. AuthorHouse retains the sole right to quote an appropriate service based on information provided in the Custom Cover Illustration Submission Information Form. In the event that AuthorHouse requests a change of service, Author retains the right to refuse this request. If Author refuses this request, Author is entitled to a full refund of any fees paid ONLY for CCI services.
7. AuthorHouse 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 author 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 the Author 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 AuthorHouse with regards to the production timeline of the interior galley.

8. AuthorHouse will provide the Author with a copy of the latest book cover trend report from AuthorHouse's *Author Development Series*.

III. ELIGIBILITY AND REQUIREMENTS

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

2. Author must notify AuthorHouse within fourteen (14) days of AuthorHouse sending the artwork if Author is dissatisfied with the artwork. If AuthorHouse agrees that the quality of the cover artwork does not match the original concept design agreement, AuthorHouse will provide a modified design at no charge to Author. In no event will AuthorHouse's liability for unsatisfactory services exceed the amount paid by Author for the services. Author's only remedy in a dispute against AuthorHouse under Agreement is a refund of money already paid to AuthorHouse for CCI.

3. The Author is responsible for providing any desired textual information relating to the Customized Back Cover. AuthorHouse reserves the right, in its 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 AuthorHouse and the Author in a positive manner.

IV. REMEDIES AND LIMITATIONS

1. Author acknowledges that participation in CCI does not constitute, nor should be construed as, a guarantee of book sales. Author acknowledges that AuthorHouse has no control over the purchasing decisions of customers and will not be liable to Author if the Work does not sell.

2. AuthorHouse retains full rights to the Illustration produced as a part of this Agreement and reserves the right to use it in whole or in part for promotional campaigns. AuthorHouse grants the Author a Limited License to use the Illustration for promotional and advertising purposes. Author shall be provided with a high resolution TIF or JPG of the approved Illustration. After Author's final approval, AuthorHouse can not alter the Illustration to satisfy additional uses deemed by the Author.

3. Author will be bound by this Agreement upon sending an executed original of this Agreement to AuthorHouse at its address noted in the Author Agreement. 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 services associated with CCI has been received and irrevocably credited to AuthorHouse.

4. You expressly acknowledge and agree that this Agreement is entered into pursuant to the Author Agreement, the terms and conditions of which are hereby incorporated by reference herein. Author's participation in CCI and the performance by AuthorHouse of its obligations under this Agreement will be deemed to constitute "Services" as defined in the Author Agreement and all of the provisions of the Author Agreement 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 Author Agreement, to the extent they generally limit AuthorHouse's liability and otherwise protect AuthorHouse from liability to Author, will apply to any claims by Author against AuthorHouse. In the event of any conflict between the terms of this Agreement and the Author Agreement, the terms of the Author Agreement 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 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

Option 11.....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: _____

Custom Cover Illustration Agreement Sign-Off

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

Author Name (printed): _____ Date: _____

Author Signature: _____

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**