



authorHOUSE

## EXCLUSIVE COVER DESIGN PROGRAM

### Addendum to the Author Services Agreement

#### I. EXCLUSIVE COVER DESIGN PROGRAM AGREEMENT

This Exclusive Cover Design Program 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 Exclusive Cover Design Program (the “Design Program”) pursuant to which a single exclusive cover design for the Work will be prepared (the “Cover Design”). 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 DESIGN PROGRAM SERVICES

In connection with Author’s efforts to prepare the Work for publication, AuthorHouse hereby agrees to provide the following Design Program services to the Author upon the following terms and conditions:

1. AuthorHouse will provide Author with the services of the Design Program performed by an artist who is skilled and proficient in a variety of artistic styles and mediums (the “Artist”). The Cover Design will be produced in 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 written request and subject to the Artist’s ability.
2. The Author will receive and participate in a personal consultation via phone, facsimile, email, USPS mail, and in-person meetings with the Artist to develop the Cover Design.
3. Following the initial design consultation, the Artist will produce between one (1) and three (3) concept sketches of the Cover Design for the Author’s review. AuthorHouse will transmit the Cover Design via digital files, paper sketches and/or printed pages to Author using the contact information provided by the Author in the Author Agreement. Author shall then either approve one of the Cover Designs or consult with

Rev. Date: May 1, 2007



Book ID:  
*Please Print*

Author ID:  
*Please Print*


*Please provide book ID or author ID. Supplying both is not necessary.*

the Artist regarding any desired modifications to the Cover Design.

4. Finished cover artwork is available in the form of watercolor, pastel, chalk, fabric, collage, photography, ink, graphite, digital, or any combination of these or other media per the Author’s design requests and the Artist’s ability for the Author’s final approval. Upon Author’s final approval of the Cover Design, AuthorHouse will create and prepare the Cover Design in a portable document format (PDF) version.

5. A final print ready PDF version of the Cover Design will be ready upon the submittal of the finished galley to the printer.

6. The Design Program services are limited to a maximum of fourteen (14) hours of the Artist’s time, including the initial consultation, correspondence, concept design work and re-work, final cover art production, and cover PDF finish 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.

7. AuthorHouse and the Artist will make all reasonable efforts to produce the final Cover Design for Author approval within thirty (30) business days of the initial design consultation date. However, more time may be needed, as deemed necessary by the Artist and/or the Author. The production of the Cover Design is separate from the production of the interior galley and this Agreement does not obligate AuthorHouse with regards to the production timeline of the interior galley formatting.

#### III. ELIGIBILITY AND REQUIREMENTS

1. All soft cover and hard cover Works published by AuthorHouse are eligible to participate in the Design Program. The single exclusive Cover Design may be applied to both soft cover and hard cover editions of a single Work. The Author also receives the same benefits of a Custom Back Cover without separate agreement or purchase. All levels of illustration and/or graphic design work include artwork on the front cover, back cover, and spine. If the Work is a dust jacket, illustrations and/or graphic design work will, in addition, include both flaps of the dust jacket cover.

2. Author will pay to AuthorHouse the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) upon his or her execution of this Agreement.

3. The Author is responsible for providing any desired textual information contained in the cover (back-cover copy, dust-jacket flap copy, etc.). 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.

4. The Author agrees to provide written confirmation and acknowledgement (the "Cover Design Signoff Form") of the initial design concept for the Cover Design prior to the Artist producing the finished Cover Design. No final Cover Design will be submitted to the printer and produced until AuthorHouse receives the Cover Design Signoff Form from the Author.

#### **IV. REMEDIES AND LIMITATIONS**

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

2. AuthorHouse retains full rights to the Artwork produced as a part of this Agreement and reserves the right to use it in whole or in part for promotional campaigns relating to the Design Program. The Author shall be provided with a digital PDF of their front cover for promotional and advertising purposes.

3. The Author must notify AuthorHouse, in writing, within fourteen (14) days of AuthorHouse sending the Cover Design if he/she is dissatisfied with the Cover Design. If AuthorHouse agrees that the quality of the Cover Design does not match the initial Cover Design as set forth in paragraph three (3) of Section II above, AuthorHouse will provide a modified design at no charge to Author. In no event will AuthorHouse's liability for unsatisfactory services with respect to the Design Program exceed the amount paid by Author for the Design Program. Author's exclusive remedy in a dispute against AuthorHouse under Agreement is a refund of money already paid to AuthorHouse for the Design Program services.

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 the Design Program 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.

#### **V. TRANSMISSION BY AUTHOR; ACCEPTANCE BY AUTHORHOUSE; ACKNOWLEDGEMENT BY AUTHOR**

1. 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 the Design Program has been received and irrevocably credited to AuthorHouse. Any change or modification to this Agreement must be in writing and signed by both Author and AuthorHouse.

2. By signing on this 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.

#### **AUTHOR SIGNATURE**

Date \_\_\_\_\_, 200\_\_\_\_

\_\_\_\_\_  
Signature of Author / Owner of Work

\_\_\_\_\_  
Title of Work

\_\_\_\_\_  
Legal Name of Author (this cannot be the "Pen Name" of the Author)