



Book Publishing Agreement

Edith A. Mourey, acting on behalf of Furrow Press (“the Publisher”) with its office at 24 Green Valley Drive, Big Flats, New York 14814, and _____ (“the Author”), presently residing at _____, make this Book Publishing Agreement (“Agreement”) this ____ day of _____, 20__.

License of Rights

The Author retains 100% of the rights and copyright licenses to the submitted manuscript and its contents, including the cover art, book cover layout, and book interior layout.

The Author hereby grants to the Publisher, during the Term of this Agreement, the nonexclusive, worldwide license to print, publish, sell, and distribute the manuscript in print and/or digital form. The Author also grants the Publisher the nonexclusive right to exhibit the manuscript in part on Web sites or promotional materials owned by the Publisher.

The Publisher will produce a book version of the manuscript, referred henceforth as “Title.”

The Author grants the Publisher the nonexclusive right to store and transmit digital versions of the manuscript to facilitate production, sale, and distribution of the manuscript. This grant includes the Publisher’s vendors, distributors, wholesalers, and third-party retailers. The Author agrees to pay an annual fee of \$15 to keep the Title listed in the distributor’s database. The fee will be deducted one time each year from the proceeds of sales to the Author. This deduction will be reflected on the quarterly statement.

The Author grants the nonexclusive right to exhibit, print, and distribute any and all related materials submitted in conjunction with the Title, which includes but is not limited to, cover art, interior and exterior images and concepts, Author’s photograph, summaries, quotes, testimonials, and Author’s biography, and furthermore grants the Publisher the right to exhibit the Furrow Press logo or verbiage on any applicable submitted materials.

At any time, the Author can request copies of all the intellectual copy, which the Publisher shall send within 10 business days so along as the Author has paid all outstanding monies owed the Publisher. All electronic files will be sent electronically and any printed copies of the Author’s Title or intellectual property in possession of the Publisher will be sent to the Author within 10 business days; however, the Author will be responsible to pay all shipping/postage charges.

The Author may rescind the Publisher’s limited rights to sell the Title at any time and for any reason, at which time the Publisher will remove all reference to the Author and the Title from any of its or its partners’ Web sites; however, the Author acknowledges that it may take third-party retailers (e.g., Amazon.com) an unknown amount of time to remove the Title from their sites and databases. The Author further acknowledges he/she has no cause of action against the Publisher for any delay by a third-party in removing the Title and/or Author’s information from a Web site.

Terms & Termination of the Agreement

The Agreement shall continue until either party terminates pursuant to the terms set forth herein.

The Author may terminate this Agreement at any time and for any reason by providing written notice via e-mail, fax, or certified mail. If the Author terminates prior to the commencement of the publishing process, the Author shall receive a full refund of all monies paid. “Commencement of the publishing process” is when the Author submits his/her manuscript.

If the Author terminates once the publishing process has commenced, the Author will receive a refund for all services not yet commenced by the Publisher as set forth in Addendum A to this Agreement. Once the Publisher commences the layout of the Author's Title, no refunds will be given.

All refunds will be made by the Publisher within 30 days after the notice of termination has been provided by the Author. The Publisher has 10 business days from the Author's written notice of termination to remove all online listings under the Publisher's control and send all production files to the Author upon the Author's request.

The Publisher may terminate this Agreement and publication of the Title without cause, upon written notice to the Author if, in the Publisher's judgment, the Title may subject the Publisher to the risk of litigation or other adverse commercial consequences. In no event will the Publisher be obligated to publish a book, which in its opinion violates the common law or statutory copyright, or the right of privacy of any person, or contains libelous or obscene material. Further, if the Publisher deems the content of the Title to promote hate, violence, or illegal activities, the Publisher can terminate the Agreement and will immediately refund all monies paid by the Author for services not yet commenced.

If the Author owes the Publisher any monies for additional services or distribution fees (e.g., returns, cover revision fees, interior revision fees, etc.) and refuses to pay the Publisher within 10 business days of receiving an invoice from the Publisher, the Publisher may terminate this Agreement and its obligations hereunder.

Within 10 business days of termination of this Agreement by either party, the Publisher shall return all of the Author's intellectual property created by the Publisher. All intellectual property in electronic format will be sent electronically and any of the Author's printed books in the Publisher's possession will be sent to the Author at the Author's expense (e.g., shipping/postage charges).

Services

Services to be performed by the Publisher will be governed by the invoices on which the Author has paid.

The costs for the services provided by the Publisher are set forth hereafter in Addendum B.

All services and products provided by the Publisher under this Agreement are provided on an "as-is" basis. The Publisher does not warrant that the service or product provided will be uninterrupted or error free.

The Publisher disclaims any and all representation and warranties, expressed or implied, including, without limitation, the implied warranties of merchantability, salability, or noninfringement of copyright.

Additional Services

Any additional services provided by the Publisher have their own specific terms and conditions and must be agreed to separately by the Author in writing, which may include mail, fax, e-mail, or electronic signature.

Manuscript Submission

The Author will submit all required materials relating to the Title as set forth herein and in Addendum C to this Agreement. Required materials are:

- A signed copy of this Agreement (either via electronic signature, fax, or mail).
- The electronic manuscript in Microsoft Word 97-03 compatible, Rich Text Format. The manuscript can be uploaded or sent on cd-rom. The manuscript cannot be submitted as a hard copy or on floppy disk, and the manuscript must be one file (e.g., individual chapter documents will not be accepted).
- All electronic image files on one cd-rom (.tiff, .jpg, .gif files at a resolution of 300 dpi or higher). If the Author does not have digital image files, it the Author's responsibility to have them scanned at the resolution previously outlined.
- Any and all other materials supplied by, or agreed to be supplied by, the Author for inclusion in the Title.

The Author may incur additional charges if the Title is not submitted per the Publisher's formatting instructions provided in Addendum B.

Permissions

If the Author incorporates in the Title any copyrighted material, he/she will procure, at his/her expense, written permission to reprint it. The Author agrees to retain all such written permissions. The Author agrees to deliver all such written permissions to the Publisher at the Publisher's request. The Publisher will provide a copyright request form at the Author's request to help facilitate this process.

Infringement of Copyright

If the copyright of the Title is infringed, the Author is responsible for commencing any legal action the Author deems necessary. However, the Author and the Publisher may jointly pursue a copyright infringement action, but the parties must agree in writing prior to any joint commencement of any legal action.

Editorial Control

If the Author has not purchased editorial services from the Publisher, the Author acknowledges that the Publisher is not responsible for editing the Title and has no editorial control over the Title. If the Author has purchased editorial services from the Publisher, the Author acknowledges that he/she retains final editorial control over the Title. The final design and text of the Title, including any and all changes suggested or made by the Publisher's editors must be approved in writing by the Author before publication.

Comprehensive Editorial Services

The parties acknowledge that the Publisher's book editing services are subject to the editing terms and conditions listed under the Editorial Services in Addendum D.

Should an Author submit a Title for which editing is deemed unnecessary by him/her, the Title must meet with approval by the Publisher. Said Title must be submitted to the Publisher for an Editorial Review ("Review"). The price of the Review will be \$100.00, paid upon submission of the Title for review. If the Publisher deems further editing is necessary, the Author will pay \$.03/word (the word count given by Microsoft Word and listed in the manuscript's statistics). The \$100.00 shall then go toward paying the Comprehensive Editorial Services. If the Publisher, after completing the Review, deems further editing unnecessary, then \$100.00 will be credited to the Author's account.

Publication Timeline

The Publisher has 180 days to publish the Author's book. An exact time frame can't be given due to the many variables involved in layout, design, and revisions.

The date of publication shall be within 45 days of the Final Approval Date. The Final Approval Date is the day on which the Author approves the physical proof copy.

In no event will the Publisher be responsible for delays caused by circumstances beyond its control, including delays caused by the Author in revising manuscripts, responding to the Publisher's requests, making cover changes, or reviewing proofs. Such delays caused by the Author are not counted against the 180-day period above. The Author acknowledges that much of the publishing process time frame and ultimate publication date are dependent upon the Author's completing the required steps of the publishing process.

Copyright Registration

The Publisher shall file the copyright in the name of the Author or the Author's designee based on the information provided by the Author.

If the Author has already filed a U.S. Copyright Office registration for his/her Title prior to submission to the Publisher or wishes to handle the copyright registration on his/her own, the Author will receive a \$30 credit for any other services provided by the Publisher, not including those provided as part of this Agreement.

The Publisher shall submit the copyright registration prior to the actual publication of the Title (e.g., prior to the Title being listed for sale anywhere and/or otherwise distributed to the public).

Retail Price

The Author may price his/her Title at any retail price as long as it is not below the cost of printing the Title. The Publisher will provide current product pricing and recommend appropriate pricing options. Furthermore, the Publisher may recommend a retail price change to the Author when pricing criteria change as they can in this industry.

Printing Costs

The Author may select from small paperback sizes of 5x8, 5.5x8.5, and 6x9 for his/her Title. For 2009, the printing cost of the Title cover for a small paperback is \$.90/unit, and the cost for interior pages is \$.015/page. To calculate the total printing cost of one 150-page book, for example, the Author would add \$.90 plus \$2.25 (150 x \$.015). The total printing cost, then, for one 150-page book would be \$3.15.

Author Unit Costs

The Author may purchase books from the Publisher at the book printing cost plus shipping and a \$1.50 handling fee per order.

Royalties

The Author makes 100% of all revenue ("Royalties") on Title sales less any trade discounts taken by wholesalers, distributors, or online retailers (standard 50%); less the printing costs; less shipping/handling costs (if applicable); and less sales tax (applicable only for Author's resale) of each book. For example, should the Author's Title be a 150-page trade paperback sold on Amazon.com with a retail price of \$12.95, the Author would receive a royalty of \$2.68 per book sold. Here is the math for such an example:

$$\text{\$12.95} - \text{\$6.48 (50\% wholesaler's discount)} - \text{\$3.15 (printing cost)} = \text{\$3.32 (the Author's royalty)}$$

The Author shall receive a monthly sales report from the Publisher via e-mail. Reports for the month are received by the third day of the following month.

Royalties are paid to the Author within 90 days following the end of the calendar quarter in which wholesale book sales occurred, once the total accrued royalties meet or exceed \$25.00. Wholesale books sales constitute all newly printed books sold initially through LSI/Ingram, including its feeds to Amazon, Barnes & Noble, and others, where applicable. Books provided or sold to the Author or utilized by the Publisher for its marketing purposes do not count toward wholesale book sales.

Royalties are paid by check mailed to the Author's address as supplied by the Author on this Agreement. Checks not cashed by the Author within 90 days of issue will be cancelled by the bank and subject to a \$25.00 administrative fee if the Author requests a replacement check. The Author is responsible for maintaining a current address with the Publisher. Any royalty check which is returned as undeliverable due to an outdated address will be re-issued to the Author within 90 days of the author's request. Any royalties unclaimed after two years revert to the Publisher.

The Author acknowledges that he/she must complete and return IRS Form W-9 provided by the Publisher in order for the Publisher to remit payment to the Author.

No Guarantee of Minimum Sales

The Publisher makes no promises that any of its products or services will result in the sales of a minimum number of copies of the Title. The Author acknowledges that the Publisher has no control over the purchasing decisions of book buyers and is not liable to the Author or any other party if sales of the Title do not meet the Author's expectations.

Returns

The Returns Program is including in your Publishing Fee as seen in Addendum B. The Author acknowledges that with regard to third-party retailers, wholesalers, and distributors ("Third-parties"), some Third-parties may order copies of the Author's Title and subsequently return them to the Publisher. The Author is responsible for all returns, including any service fees, restocking fees, fees charged for shipping the books back to the Publisher or the Author, and other related fees charged by any Third-party in conjunction with said returns.

The Publisher shall deduct any fees charged for returns from the current royalty payment owed to the Author. However, if the amount owed for returns exceeds any royalty amount due the Author, the Publisher shall charge the Author on the same day that the Publisher provides the sales report to the Author. If for some reason the Author fails to pay amounts owed to the Publisher for returns within 10 business days after written notice, the Publisher has the option of removing the Author's Title from distribution and the option of pursuing any other available remedies to collect said monies owed.

Warranties

The Author represents and warrants that he or she is the sole author of the Title and is the owner of the copyright to all of its contents; that he or she has not engaged in plagiarism with respect to the Title; that the Title is accurate in all respects, i.e., that if fiction, it represents no real event or person in a way that could be deemed libelous; that if non-fiction, it does not misstate any material fact or omit to state any material fact, the result of which would be libel any person or result in a person being placed in a false or damaging light; and that the Title does not infringe upon any statutory or common law right of copyright or privacy of any third party; that he/she is owner of any trademarks and/or trade names associated with the Title; that the Title does not constitute obscenity or hate literature and that the author has the right to enter into this Agreement.

Indemnities

The Author agrees to indemnify the Publisher and its employees, representatives, successors, and assigns of and from all and any manner of claims, liabilities, damages, expenses (including reasonable attorney fees), awards, and judgments resulting from claims of (i) third parties regarding ownership, libel, slander, plagiarism, privacy, misappropriation, and similar claims arising from publication of the Title; (ii) the Author's breach of any warranty in this Agreement.

The Publisher's total liability to the Author or any third-party for any and all damages shall not exceed in the aggregate the amount of fees actually paid by Author to the Publisher during the one-month period prior to the Publisher's act giving rise to the liability. To the maximum extent permitted by applicable law, in no event shall the Publisher or any of its respective officers, directors, employees, or agents be liable for punitive, consequential, incidental, exemplary, indirect, or special damages, including without limitation damages for loss of profits, revenues, business data, or other intangibles, whether or not such damages were foreseeable and even if the Publisher had been advised of the possibility or likelihood of such damages.

The Publisher agrees to notify the Author promptly of any claim for indemnity under this Agreement. The Publisher may be represented in any proceeding by counsel of its choice; the Author may retain additional counsel at his/her own expense. Any settlement agreement between the Publisher and a third party regarding a claim covered by the indemnity provision of this Agreement shall be subject to approval of the Author, which approval shall not be unreasonably withheld.

Furthermore, the Author will indemnify and hold harmless the Publisher, any seller or distributor of the Title, and any Web site on which the Title may be listed (collectively referred to as "Sellers and Distributors") against any damages that result due to the Author's violation of any warranties.

Complete Agreement

This written contract contains the sole and entire Agreement between the parties and shall supersede any and all other prior agreements between the parties. This agreement may not be modified or amended except in writing signed by the party against whom such modification or amendment is sought to be enforced.

Severability

If any provision(s) of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision(s) of this Agreement is invalid or unenforceable, but that by limiting such provision would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Modification

This Agreement may not be modified or amended except by written instrument signed by the undersigned parties hereto.

Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Payment

Advance Payment of \$1,429 for the Publishing Fee, Custom 4-Color Design Paperback Cover, and Custom Interior Book Design as set forth in Addendum B along with the signing of this Agreement by both parties constitutes the acceptance of both parties to the terms set forth herein. The Advance Payment can be made via credit card (online), check, or money order. All dollar amounts set forth in this Agreement and in those incorporated as part of this Agreement (book editing, copyright registration services, etc.) are in U.S. Dollars.

Law and Venue

The laws of the State of New York shall govern this Agreement. Recognizing the expense, distraction, and uncertainty resulting from litigation of disputes which may arise under this Agreement, the parties have agreed that except as specifically provided herein they shall submit any and all disputes arising in any way under this Agreement to the American Arbitration Association for final disposition in accordance with its rules, providing that the Arbitrator shall have no authority to award punitive damages. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to deprive a party of the right to equitable relief in a court of competent jurisdiction respecting rights to its intellectual property or use thereof under this Agreement. Any proceeding under this paragraph shall be brought in the federal or state courts in New York. A judgment may be entered in a court of competent jurisdiction based on any award rendered in arbitration or other proceeding conducted by the parties pursuant to this paragraph.

Publisher Bankruptcy

If the Publisher commences bankruptcy proceedings, all rights of the Author's Title not already vested with the Author shall immediately revert back to the Author.

The parties hereto agree to the terms of this Agreement.

Title of Book: _____

Signed,

Author:

_____ (Signature)

Edith A. Mourey, Owner/Editor

_____ (Date)

_____ (Print Name)

_____ (Date)

Addendum A

Publishing Agreement Schedule of Refunds

STEP	COMMENCEMENT	REFUND AVAILABLE
Advance payment and contract signed	Receipt of signed contract and publishing fee payment	Full amount paid if no other publishing steps commenced
Uploading of manuscript by the Author (or submission via e-mail or postal mail)	Upon receipt of the Author's manuscript by the Publisher	\$1,429 if no other publishing steps have commenced
Cover design	Completion of cover design consultation with the Author	\$1,229 if cover consultation has been completed and no other steps of publishing have commenced. Once at least two of the cover concepts are delivered, a refund of \$1,029 will be given to the Author so long as no other steps of the publishing process have commenced
Editing	Author's submission of the manuscript to be edited	\$1,429 plus editing fees paid if no other steps of the publishing process have commenced and the Publisher has not received the Author's manuscript. Once the Publisher receives the Author's manuscript, there is no refund for editing services
Interior layout	Completion of interior layout consultation with the Author	None

***No refunds after interior layout process has commenced**

Addendum B

Publishing Costs

Item	Price
<p>Publishing Fee</p> <ul style="list-style-type: none"> ✓ Your Book Published for You ✓ Publishing Control ✓ Paperback Size Selection (5 x 8, 5.5 x 8.5, or 6 x 9) ✓ Retail Pricing You Determine ✓ ISBN ✓ LCCN ✓ Bar Code ✓ Copyright Registration ✓ R.R. Bowker’s Books In Print Listing ✓ Personal Coaching via Phone/E-mail Support ✓ Registration with Ingram and Baker & Taylor ✓ Availability at Online Retailers like Amazon.com, BarnesandNoble.com, etc. ✓ Amazon “Search Inside” Submission ✓ Google Books Submission ✓ Availability for Order at Over 25,000 Retail Stores ✓ Quarterly Royalty Distribution ✓ 100% Author Royalties ✓ Book Printing at Cost—No Inflated Book Printing Charges! 	<p>\$669.00</p>
<p>Comprehensive Editorial Services</p> <ul style="list-style-type: none"> ✓ Correct Spelling, Grammar, Punctuation, and Syntax ✓ Correct errors in sentence Structure and Language Use ✓ Restructure Sentences ✓ Alter Word Choices ✓ Make note of Recommended Changes in Wording or Phrasing to Improve the Readability of the Manuscript ✓ Insert Notes throughout the Document where Approval from a Third-party may be Required ✓ Correct Commonly Known Errors ✓ Address organizational problems in the parts of the manuscript and in the manuscript as a whole ✓ Conduct Minor Research to Ensure Accuracy ✓ Remove Erroneous or Irrelevant Information ✓ Check Headings and Pagination ✓ Phone/E-mail Consultation as Needed ✓ Include a Second Complete Manuscript Review after Author and Graphic Designer Revision 	$\frac{\text{_____}}{\text{(Word Count}^1 \text{)}} \times \$.03 = \frac{\text{_____}}{\text{(Editing Price)}}$

¹ The word count used to calculate the Comprehensive Editorial Services price is the word count Microsoft Office accounts to your manuscript.

<p>Custom 4-Color Design Paperback Cover</p> <ul style="list-style-type: none"> ✓ Phone/E-mail Consultation Regarding Your Cover Ideas ✓ Your Photo/Image or Licensed Photo/Image Provided by Us for Use ✓ A Minimum of Two Original Book Cover Concepts ✓ Basic Photo Editing or Retouching ✓ Premium Professional Design ✓ Up to One hour of Photoshop Work ✓ Up to Five Rounds of Corrections 	<p>\$375.00</p>
<p>Custom Interior Book Design</p> <ul style="list-style-type: none"> ✓ Phone/E-mail Consultation Regarding Your Interior Ideas ✓ Two Original Interior Design Concepts ✓ Running Heads and Folios ✓ Up to One Pull Quote/Page ✓ Up to Ten Photos/Images ✓ Up to 30 Corrections of Final Proof ✓ For the first 100 pages (see Additional Costs for price/page thereafter) 	<p>\$385.00</p>
<p>Additional Costs:</p> <p>Interior Design Pages (\$3.85/page)</p> <p>Photoshop Work (\$65/hour)</p> <p>Additional Interior Layout (\$50/hour)</p> <p>Licensed Photo/Image (\$30/image)</p> <p>Photo/Image Insertion (\$10/image)</p> <p>Distributors' Listing Fee (\$15/year)</p>	<p>\$ _____.__</p> <p>\$ _____.__</p> <p>\$ _____.__</p> <p>\$ _____.__</p> <p>\$ _____.__</p> <p>\$ _____.__</p>
<p>GRAND TOTAL:</p>	<p>\$ _____.__</p>

An Advance Payment shall be made by the Author to the Publisher for \$1,429 (total of Publishing Fee + Custom 4-Color Design Paperback Cover cost + Custom Interior Book Design cost). The Advance Payment along with the signing of this Agreement by both parties constitutes the acceptance of both parties to the terms set forth herein.

Addendum C

Manuscript Submission Guidelines

Manuscript Format

All manuscripts must be submitted either electronically or on cd-rom and as part of one file (e.g., all chapters of Title and any front matter must be a part of one document) in Microsoft Word 97-03 compatible (.doc) Rich Text Format.

Do not extensively format your text. We will not accept manuscripts that have extensive formatting already applied to the text. Italicized and bold words are allowed.

You may indicate in brackets what type of formatting you require for special text boxes, bulleted sections, etc. Simply type directions as follows: [insert bullet points here] Text you want bulleted; or [make text box here] Text you want boxed.

Spacing

When using end punctuation marks like periods, colons, exclamation points, and question marks, only place one space (not two spaces, as most were taught in typing class) after the punctuation. Manuscripts with two spaces following such punctuation will require the editor to manually remove all extra spacing.

Do not place spaces between paragraphs. Your paragraphs cannot have spaces between them unless the space is a line break used to indicate a transition in theme, plot, or setting. Spaces between continuous paragraphs are not permitted.

Your manuscript must be double-spaced using plain text (Times New Roman 12 pt. is preferred).

Chapter Headings

Your chapters must be clearly defined and marked (i.e., "Chapter One," "2," etc.). You must use the tab character to indent all paragraphs. NEVER use the spacebar to indent or try to visually align lines.

Images/Photos

All image/photo files must be submitted separately and not be embedded into your manuscript. They must be submitted separately on a cd-rom or via e-mail with the files clearly labeled to correspond with markers in the manuscript. If you have more than 10 images, they must be sent separately on a cd-rom. Please mark in your manuscript where the image should be inserted using this protocol: [insert **image_name.jpeg** here].

The Custom 4-Color Design Paperback Cover price includes basic photo editing or retouching of either one photo/image supplied by the Author or the licensed stock image provided by the Publisher. Any additional licensed stock images required to complete the cover will cost the Author \$30/licensed image. More complicated photo editing or retouching will cost the Author an additional \$65/hour. The Author will be informed in writing upfront if such complicated retouching is necessary.

The Custom Interior Book Design price includes ten photos/images supplied by the Author. Any additional insertions of photos/images will cost the Author an additional \$10/image.

Permissions

It is the responsibility of the Author to decide if permissions are needed, and to obtain permissions as soon as possible. Please refer to the Chicago Manual of Style for information on permissions. The Publisher is not responsible for any delays to the production process caused by outstanding permissions.

Front and Back Matter

Some books contain front matter including Endorsements, Foreword, Acknowledgments, Table of Contents, Introduction, and Preface. All of these elements should be considered as part of the manuscript itself and be submitted as such. If the Author wishes to include one or more of these elements but cannot supply them when the rest of the manuscript is submitted, the Author acknowledges that additional layout costs may be incurred. **If the Author decides to include one or more of these elements after the book has been formatted, there will be an extra charge of \$50.00/hour to repaginate and reformat the layout.**

Some books contain back matter including the Author's Biography, Endnotes, and Bibliography. All of these elements should be considered as part of the manuscript itself and be submitted as such. If the Author wishes to include one or more of these elements but cannot supply them when the rest of the manuscript is submitted, the Author acknowledges that additional layout costs may be incurred. **If the Author decides to include one or more of these elements after the book has been formatted, there will be an extra charge of \$50.00/hour to add these into the layout.**

Special Interior Layout

The Custom Interior Book Design price of \$3.85/page includes the insertion of one pull quote/two-pages and the inclusion of up to ten photos/images within the text. This price also includes an occasional bulleted listing, boxed quote or list, and indented quotation. Should the Author desire more complicated layout design, there will be an extra charge of \$50.00/hour.

Refusal of Manuscript

The Publisher has the right to refuse a manuscript submission where the above guidelines have not been applied.

If the manuscript is not submitted as set forth in this Addendum, the Publisher shall return the manuscript to the Author so that the Author can format the manuscript per these guidelines. **Alternately, with Author's written permission, the Publisher will charge the Author \$50.00/hour to make the manuscript compliant with the guidelines set forth in Addendum B.**

Addendum D

Editorial Services

Editorial Services are provided for the Title submitted by the Author to the Publisher. The Title shall be written in English. The Publisher may not accept a Title written in English as a second language. Such a Title will require other contractual arrangements not addressed in this Agreement.

The Publisher agrees upon execution of this Agreement to assign the Title to a competent and professional editor (“Editor”) who will make modifications to the work to correct the following errors: spelling, grammar, capitalization, punctuation, numbers, numbered lists, abbreviations, gender neutrality, syntax, sentence structure, language use, word choice, and phrasing. Furthermore, the Editor will make note of recommended changes in wording or phrasing to improve readability, will insert notes throughout the document where approval from a third-party may be required, will correct commonly known errors, will address organizational problems in the parts of the manuscript and in the manuscript as a whole, will conduct minor research to ensure the accuracy of information, and will cross-check headings and pagination with the Title’s Table of Contents.

The Editor will conduct follow-up phone or e-mail consultation with the Author, explaining his/her overall response to the Title and recommend certain changes be made to ready the Title for publication. The Author and Editor will dialogue throughout this process to ensure the Title’s overall improvement.

The Editor will employ Microsoft Word’s Track Changes to communicate textual comments and corrections. The Editor can provide instructions for using Track Changes to the Author upon request.

The Author will resubmit his/her Title for a second complete manuscript review after the Author had made his/her revisions. Should the Editor require more changes, the Author will be responsible to ensure the changes have been made, and the Title will then be submitted to the Graphic Designer for interior design. Once the Graphic Designer has a proof available, the Editor and Author will review the Title’s interior layout/text. The Author can request up to 30 corrections to the proof before incurring a charge of \$50/hour for additional corrections/changes. The Author is responsible for approval of the Final Proof. The Author will sign off on the proof, and the Graphic Designer will submit the Title’s Interior for printing.

The Publisher will provide the Author with a book proof from the printer before the book is distributed for sale. If the Author wants to make any additional changes at this point, he/she will be charged \$50/hour for changes plus \$75 for printing set up and an additional \$30 for another book proof.

The Author will provide corrections to the Editor in a list form that includes the page number, paragraph number, and the item to be corrected.

All services and products provided by the Publisher under this Agreement are provided on an “as-is” basis. The Publisher does not warrant that the service or product provided will be uninterrupted or error free.