

# SynergEbooks' Author Contract

Updated June, 2013

This Agreement (also referred to herein as the “Author’s Contract”), between SynergEbooks (herein represented by “Publisher” and the Author or duly authorized legal representative (herein represented as “Author”), in regards to the Work, both named Parties at the end of the contract, shall be considered legal and binding in all countries and continents.

A. The Author hereby states that the Work submitted to SynergEbooks is free and clear of any counts of libel, plagiarism, breach of privacy or misrepresentation of facts. The Author also states that the Work, if biographical or “as told to the Author” is, to the best of the Author’s knowledge, factual and true.

B. The Author states that the Work is not currently in the public domain in ANY format and that the Author is the sole proprietor of the work, with full power to enter into this contract. (Any exceptions are agreed upon by the Publisher and Author and written in the Addendum below.)

C. Author states that he/she will notify Publisher in writing if said Work is currently – or in the future – available in any other format, whether self-published or otherwise.

D. The Author releases SynergEbooks from any responsibilities relating to any legal actions incurred by the Author for contents of the Work.

E. The Author grants SynergEbooks the right to publish the Work in digital format, including, but not limited to: computer disk, databases and CD-ROM. The Author grants SynergEbooks the right to place said Work in any bookstores, both offline (i.e., a bookstore not in communication with the World Wide Web) and on (i.e., a bookstore in communication or connected to the World Wide Web), that SynergEbooks wishes with the express purpose to sell said Work to the public. SynergEbooks will not place said Work for Free on any electronic site without the Author’s written permission.

F. AUTHOR WILL RETAIN ALL RIGHTS TO HIS/HER WORK. Should SynergEbooks desire to publish the above Work in a non-electronic format such as paperback, the Author’s written permission will be sought before initializing the printing of said book(s). SynergEbooks will pay a license fee of 15% royalties from said Work in paperback format (also referred to herein as “print” format), without illustrations. SynergEbooks will not put any Work into paperback without the written permission of the Author.

G. Copyright Notification: Any official copyrighted materials shall be obtained by the Author. Unless otherwise agreed to in writing, SynergEbooks will, in all published

versions, and to the best of its ability, ensure that the copyright shall appear in accordance with the United States Copyright Law, showing the Author, or duly assigned representative or entity, of the Work as the owner and holder of any copyright to that Work. The copyright notice shall in no way effect the rights granted to SynergEbooks under this Agreement.

#### H. Earnings and Statements:

1. SynergEbooks shall credit the Author's account forty percent (40%) of the royalties from sales for those Works published electronically (eBook format) – including CD-ROM – and sold directly from its website ([www.synergiebooks.com](http://www.synergiebooks.com)); twenty percent (20%) of royalties of those digital books sold on our partner retail websites (including, but not limited to, Barnes & Noble, Smashwords and Amazon Kindle); and thirty (30) percent of royalties of those digital books sold on partner websites from Work that is put into print via CreateSpace.

All Works by Author that are sold in any eBookstores or regular (brick and mortar) Bookstores will be sold at the suggested retail price given by SynergEbooks OR at the price decided upon by said Bookstore. SynergEbooks will receive a percentage of the sale of said Work, and Author will receive the above listed percentage of royalties from SynergEbooks' percentage as opposed to the percentage of earnings from said Bookstore(s).

2. SynergEbooks shall render to the Author or duly authorized representative, payments on royalties due on a monthly basis once royalties due add up to at minimum of \$25.00 USD and once the Work has been officially 'for sale' on the SynergEbooks site in any format. Payments will be made to Author via PayPal unless Author requests otherwise, in writing. And, on or before January 31st of each year, statements [1099s] of net sales for the preceding year shall be rendered to the Author at the address given below.

#### I. Exhaustion of Edition:

(a) The Work shall not be deemed "out-of-print" for as long as its presence remains on the SynergEbooks site, and the Author's Contract remains in effect, and while there are copies available in inventory in print format\*\*. This Agreement has a minimum life of three (3) years from the date of signed Author's Contract unless PUBLISHER informs the AUTHOR on intent to dissolve this Agreement. If the PUBLISHER wants to dissolve this Agreement before the 3 years, then the Publisher must give the Author at least thirty (30) days' notice IN WRITING (via email or regular mail) at any time of this intent to dissolve for this Agreement to become null and void. Sixty (60) days from that time, all remaining royalties will be sent to Author in the requested format as stated above.

(b) If Author Contract is renewed for said Work, AUTHOR then has the right to terminate said Contract at any time with thirty (30) day minimum notice, in writing.

Royalties will not be sent out for ninety (60) days after termination date and will be paid via check or PayPal as agreed upon above.

(c) If said Author Contract is terminated by Publisher before the original 3 years, Author is required to pay for digital cover art if Author wishes to keep cover for future use for said Work.

(d) SynergEbooks shall make all reasonable efforts to keep the publishing site and structure viable at all times. Temporary lapses in the site's presence on the Internet<sup>®</sup> or World Wide Web occurring through natural or technical causes do not constitute an exhaustion of edition.

(e) If all attempts to contact an author fail (this includes both via email and via the given home address), SynergEbooks reserves the right to continue to sell said title (in any and all formats) in perpetuity or to drop said title without notification within 60 days of aforementioned contact attempt.

(f) If an author passes away during the course of said contract, SynergEbooks reserves the right to continue to list said title until contact has been made by the executor of the author's estate, where new arrangements will be made between the Executor and SynergEbooks. If no such contact is made within 60 days of the author's passing, SynergEbooks reserves the right to take over rights of said title and to keep all royalties made from then until said title is taken from the site. This is the only case where SynergEbooks will keep the rights of a title.

*\*\*When notice of termination is given, SynergEbooks reserves the right to continue to sell any available print copies until the inventory has been exhausted, at which time the Work will be listed as out-of-print and this Agreement shall be severed and all royalties in the time period specified above. The Author may choose to purchase all of the remaining copies of said Work in print format, at which time said Work will be immediately listed as out-of-print and this Agreement terminated within the time period specified above. SynergEbooks reserves the right to sell such print format copies at cost, in which case, the Author will not receive profit from said sale(s). This does not apply to a title whose print book is listed at CreateSpace.*

J. Copyright Infringement: If, during the existence of this Agreement, any entity makes unauthorized use of the Author's Work, or any part of it, not limited to its format, characters or situations, SynergEbooks may, at its own cost and expense, take such legal action as may be required to restrain such wrong or to seek damages. SynergEbooks shall not be liable to the Author for its failure to take such legal steps. If SynergEbooks does not take such legal steps within one month of any Copyright infringement, the Author may do so, in the Author's name and at the Author's cost and expense. The Party taking the action shall bear all costs and expenses (including attorney's fees) of any legal action and:

a. If SynergEbooks initiates the action, it shall split, equally, with the Author any monetary proceeds from an award or from a negotiated settlement, after expenses.

b. If the Author initiates the action, the Author shall keep all remunerations.

K. Rights Surviving Termination: Should this Agreement be terminated by the provisions included within it, the Author takes responsibility for, and receives the proceeds from, all licenses and other grants of rights assigned to SynergEbooks and by SynergEbooks at that time.

L. Modification or Waiver: This Agreement may not be modified in any way except by written instrument agreed upon (which can include fax, e-mail or written correspondence) by SynergEbooks and the Author. No modifications of any portion of this Agreement shall automatically alter any other portion of this Agreement. Additions to this Agreement may be submitted and accepted in Section "Q" at the end of this Agreement.

M. Notices: All official correspondence required by this Agreement must be in writing and delivered in person and/or by e-mail to SynergEbooks.com (via synergebooks@aol.com or synergedeb@yahoo.com) and the Author at their respective home mailing address and/or e-mail addresses. Changes of home address must be made in writing immediately and sent via email or regular mail.

N. Insolvency: If SynergEbooks is legally judged bankrupt or liquidates its business, this Agreement shall be effectively terminated and all rights granted to SynergEbooks shall be returned to the Author, and any royalties due for said Work disbursed according to the final judgment of the tribunal within 30 days of bankruptcy or liquidation.

O. Miscellaneous: SynergEbooks shall have the right to use the Author's name, likeness and biographical material on its site for the purpose of advertising, publishing, and promoting the Work itself, its title, and all material, including characters in the Work, through their use, simulation, or graphic exploitations on or in connection with any merchandise. If the Author owns any trademark associated with his Work, graphical exploitation or in connection with any merchandise, then SynergEbooks would like the right of first refusal to negotiate an exclusive license to said intellectual property. If Author so chooses to also get hard copy printed by another Publisher, SynergEbooks would like to amend this Agreement in order to further promote sales on its site.

P. Amendments: See above Section K.

Q. ISBN numbers will not be assigned to Work until this Agreement has been signed - and a copy obtained by both Parties.

This Agreement becomes executable upon signing and dating by both Parties and will be in effect for the length of three (3) years, at which time it can be renewed automatically by SynergEbooks, at the same royalty percentage, unless written notice has been sent by

either Party prior to exhaustion of the Author's Contract, in WRITING via e-mail and regular mail.

Send two (2) signed and dated printouts to the address below for signing by a SynergEbooks representative; the Author will receive a signed copy by return mail within ten (10) business days of receipt. Please fill in all but your signature on the computer, then print it out and sign it.

\*When a title is created with both an author and an illustrator and either party purchases copies of his/her title at the "author discounted price," the other party will receive 20% royalties for those sales.

Title of Work (also referred to as the "Work"):

\_\_\_\_\_

Author/Copyright holder: \_\_\_\_\_

Social Security or Tax Number: \_\_\_\_\_

Date: \_\_\_\_\_

Email address: \_\_\_\_\_

Pen name: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

*NOTE: Must include a Street Address!*

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\_\_\_\_\_

Phone #: \_(\_\_\_\_)\_\_\_\_\_

Author's Signature: \_\_\_\_\_

SynergEbooks Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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