

## SynergEbooks' Illustrator Contract

This Agreement, between SynergEbooks and the Illustrator or duly authorized legal representative (herein represented as "Illustrator"), in regards to the Work, all named at the end of the contract, shall be considered legal and binding in all countries and continents.

A. The Illustrator hereby states that the Work submitted to SynergEbooks for the title(s) listed below is free and clear of any counts of libel, plagiarism, or breach of privacy.

B. The Illustrator states that the Work is not currently in the public domain and that the Illustrator is the sole proprietor of the work, with full power to enter it into this contract.

Or: The Illustrator states that the Work, if previously published in whole or in part, is free to be digitally published by SynergEbooks, and the Author will not enter into any agreements with any person, firm or corporation that will conflict with the rights granted to SynergEbooks as stated in this contract.

C. The Illustrator releases SynergEbooks from any responsibilities relating to any legal actions incurred by the contents of the Work or the Author.

D. The Illustrator grants SynergEbooks the right to publish the Work in digital format, including, but not limited to: computer disk, databases and CD-ROM.

E. ILLUSTRATOR WILL RETAIN ALL RIGHTS TO SAID WORK.

The Illustrator of said Work will receive full credit for all illustrations in said Work. Illustrator keeps all rights to his/her Illustrations unless otherwise noted in this contract. SynergEbooks reserves the right to use said Illustrations for the purpose of advertising and/or marketing said Work on our site and our partner sites without written permission.

F. The Copyright: Any official Copyrighted materials shall be obtained by Illustrator. 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 the copyright to that work. The copyright notice shall in no way effect the rights granted to SynergEbooks under this Agreement.

G. Earnings and Statements:

1. SynergEbooks shall credit the Illustrator's account twenty-five percent (25%) of the profit for those works published by and sold at SynergEbooks; forty percent (40%) if the illustrator is also the author.

All Works by Author that are sold in any eBookstores or regular 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 fifteen percent (15%) royalty - thirty percent (30%) if the illustrator is the author - from SynergEbooks' percentage as opposed to the percentage of royalties from said Bookstore(s).

Author is responsible for hiring and paying an Illustrator for said Work. Said agreement between Author and Illustrator is to be stipulated in part Q of this Contract. Payment will be made directly

to Author's actual name (as opposed to penname) as signed below unless otherwise noted in this contract.

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 \$50.00 USD or more. And, on or before March 31st of each year, statements of net sales for the preceding year shall be rendered to the Author at the address given below if said profit is \$10.00 UDS or more. Author may request that royalties be sent on a quarterly basis instead of monthly.

H. 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. This Contract has a minimum life of three (3) years from the date of signed contract, automatically renewable on a yearly basis, unless either party informs the other on intent to dissolve the agreement. Both parties must give at least thirty (30) days notice IN WRITING (See Item P) of this intent to dissolve for the agreement to become null and void.

(b) 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 or World Wide Web occurring through natural or technical causes do not constitute an exhaustion of edition.

I. Copyright Infringement: If, during the existence of this Agreement, any entity makes unauthorized use of said 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 said 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) and:

a. If SynergEbooks initiates the action, it shall split, equally, with the Author any moneys left after expenses.

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

J. 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.

K. 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 the agreement. Additions to this agreement may be submitted and accepted in clause "Q" at the end of the agreement.

L. Notices: All official correspondence required by the agreement must be in writing and delivered in person and/or by e-mail to SynergEbooks.com and the Author at their respective home mailing address and/or e-mail addresses. Changes of address and bank account information must be made in writing and sent via certified or registered mail, return receipt requested, with copies being mailed to SynergEbooks addressed, "Attention: Records."

M. Assignment: SynergEbooks shall not sell itself, or the majority of self, its holdings, licenses or grants without prior written consent of the Author.

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.

O. Illustrator's Name and Publisher's Trademarks: SynergEbooks shall have the right to use the Author's name, likeness and biographical material on their website 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 the merchandise. If Author so chooses to also get hard-copy printed by another Publisher, SynergEbooks would like to Amend the current contract in order to further promote sales on our site.

P. In the event said Illustrator chooses to withdraw said Work from SynergEbooks' site, we require 60-day notice, in WRITING and via e-mail, and a copy sent to the Author via email, as well as the right to continue sales on said Work until the withdrawal date. Illustrator (and Author) will continue to receive the above royalty percentages as long as said Work is for sale on the SynergEbooks site or elsewhere using the SynergEbooks name even if said royalties come in after the withdrawal date.

Q. ISBN numbers will not be assigned to Work until said contract has been signed - and a copy obtained - by all parties.

This agreement becomes executable upon signing and dating by all parties and will be in effect for the length of three (3) years, at which time it can be renewed automatically by SynergEbooks unless written notice has been sent by either party prior to exhaustion of contract, in WRITING via e-mail and regular mail.

Send two copies - if Illustrator is also the Author - or three (3) copies - if Illustrator is other than Author - signed and dated printouts to the address below for signing by a SynergEbooks representative; you 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.

Note: Reducing the font size will make this printout much easier to handle

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

Illustrator/Copyright holder: \_\_\_\_\_ Date: \_\_\_\_\_

Illustrator Email address: \_\_\_\_\_ Pen name: \_\_\_\_\_

Address: \_\_\_\_\_

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\_\_\_\_\_

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

Illustrator Signature: \_\_\_\_\_

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

Author Name (Please Print): \_\_\_\_\_

Author Email Address: \_\_\_\_\_

Author Address: \_\_\_\_\_

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\_\_\_\_\_

Illustrator Signature (if not the same as Author):

\_\_\_\_\_

SynergEbooks representative:

\_\_\_\_\_

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

Mail To:

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