

Publishing Contract

This agreement is between OMNI Book Publishing and you _____ otherwise known as "author" for the work titled _____ Said parties entered into this agreement on this date _____; Whereas the author wishes OMNI to publish his work and grants OMNI the nonexclusive right to edit, format, print, advertise, distribute, and sell and ship the work in any way OMNI deems appropriate, and grants OMNI the right to distribute the work worldwide, and collect all monies for books sold by OMNI; OMNI agrees to pay royalties on a monthly basis to the author, beginning with the last day of the first full month of publication.

OMNI Book Publishing will, upon receipt of a signed contract, acceptable files, and full payment:

- 1) Assign one of its ISBNs to the book and submit information about the work to the "Bowkers Books in Print" database.
- 2) Create a bar code for the back cover of the work, necessary for bookstores related sales, and enter the book into their digital book printing system so that the book may be printed.
- 3) Create Web pages for the work in order so that it may be sold on its e-commerce Web site www.omnibookpublishing.com
- 4) Provide information about the book to third-party sellers to enable them to sell the work.
- 5) Sell to the author their books at 40% off suggested retail price and pay a 8% royalty on those sales. The FIRST order of books carry a discount of 50% with no royalties paid.
- 6) Design a professional book cover for the work by laying out the spine, front and back cover text, and will use either royalty-free artwork of its own acquisition or acceptable artwork from the author to create a book cover for the work.
- 7) Pay the author a royalty of 30% of OMNI's suggested list price on full-price sales of books sold to customers directly by OMNI.
- 8) Give the author the right to choose his own retail price if the work is non-fiction.
- 9) Pay the author a royalty of 15% on sales of books whose list price is set at OMNI's suggested list price and sold at less than full price to resellers.
- 10) Retain the right to establish the discounted price to all purchases, included, but not limited to distributors, bookstores, schools, libraries and quantity purchasers.
- 11) Not be held responsible for errors in the book including, but not limited to spelling errors, grammar, punctuation, the style of the work, numbering, errors resulting from corrupted files, missing fonts. OMNI will send a proof book after about three weeks from submission. The author will review it and return back the errata sheet describing all the issues that he wishes OMNI to correct before final publication.
- 12) OMNI will allow 40 errors to be corrected without charge. Errors over that number will be charged at \$50 per block of 40 subsequent errors. After the corrected book is published, any errors, deletions or additions will be charged accordingly to the time spent by the Interior Book Designer or the Graphic Designer to correct those errors.
- 13) OMNI reserves the right to reject any author for any reason, at any time.
- 14) Mail royalty statements to the author in addition to monthly royalty checks for amount Accrued during the month and up until the 25th. If royalties are less than \$20 OMNI Reserves the right to roll those monies over to the next month or until royalties owed Are over \$20.
- 15) Is not responsible for, but will try its best to care for and return submitted photos and

artwork, but will not return CDs or flash drives.

- 16) Issue a form-1099 as required by the Internal Revenue Service only for royalties exceeding \$600 in any year.

The Author:

1. Will pay OMNI a one-time set up fee of \$550.00, and will also provide payment for any **optional** additional service chosen by the author such as one of the Marketing Packages that range between \$185 to \$1195, copy editing that starts at \$400.00; proof-reading at \$200.00; the scanning of images or illustrations for the inside of the book at the rate of \$8.00 each; Expedited Publishing Service at \$750.00 (books will be published in four weeks instead of eight weeks or more); or inclusion of the work in OMNI's extended distribution package at a cost of \$150.00 (example Ingram Book Group) or other optional services as requested by the author; or the hard cover option at \$210.00.
2. If the author is NOT a resident of the United States he will agree to pay for the shipping of his published books to his country of residence by authorizing OMNI to charge his credit or debit cards accordingly to cover postage. A receipt of this charge will be scanned into an email immediately after charging the card and emailed to author.
3. The author will maintain that he/she is the author of the work being published by OMNI and he/she has all the rights to the work; has not engaged in plagiarism with respect to the work, and that he/she is submitting work that is to include any content that does not originate from the author or to which the author does not own the copyright to, has obtained the owner's permission to use such material and will provide OMNI with a copy of the written permission to use such materials at the time of submission to OMNI, and that all such uses will be noted in the work to be published; and that he/she will send OMNI a copy of the Copyright Form to OMNI after the form has been stamped and returned to the author by the Library of Congress about four months after submission by OMNI to them..
4. Guarantees OMNI that all the work is accurate, is not in violation of anyone's privacy, is not injurious, obscene, libelous, slanderous, or otherwise a violation or infringement of any federal, state or local law, statute, or code, and further agrees to hold OMNI, its employees, directors, shareholders, representatives, heirs and assigns, harmless for any damages resulting from any litigation resulting from publication of the work.
5. Further guarantees OMNI that the work, if fiction, does not include the name and/or likeness of any actual person, living or dead; and that all the characters in the fictional work who may have been derived from actual persons have altered names, altered physical attributes, so as to negate any similarity or likeness between the actual person, location, or event, and the fictional character, location.
6. Agrees that OMNI shall not in any way acquire ownership of the work and that **the author is free to pursue any and all publishing ventures** that do not involve the use of OMNI's name or logo, likeness, bar code, copyright page, or ISBN.
7. Grants OMNI the right to provide services including but not limited to the worldwide distribution of the book, advertising, sales, and printing of the work.
8. Agrees that OMNI is not responsible for editing (unless it's the optional service paid by the author), misspelling, rewriting, page-number, indexing, reviewing, or any errors in the work.
9. Understands that OMNI will take the author's digital book file and do its best to fix any obvious problems resulting from the file being transferred to OMNI computers sending the author a first proof book; and that any changes that are made by the author thereafter, regardless of their origin, will be made at the author's request and expense at the rate of \$50.00 per block of 40 errors, **excluding** 40 free items requested by the

author to be made by OMNI at no charge after the author has received the first proof book only; and recognizes that correctable items can be result of errors by the computer, by OMNI, or by the author.

10. Reserves the right to discontinue the selling of the work by OMNI by providing written notice to OMNI, and acknowledges that OMNI is not responsible for copies of the work that have already been manufactured, sold, and/or distributed to the market.
11. Will provide a Social Security number as required by the Internal Revenue Service so that OMNI can provide a form-1099 if necessary.
12. The author understands that OMNI will not begin any work on his behalf until the fee has been paid in full.
13. Understands that signature below ratifies all the terms and conditions of this Agreement.

General Provisions

These provisions shall be governed by the laws of the States of Michigan. All monetary transactions will be in US dollars only. This written agreement contains all and is the only Agreement, supersedes any other Agreement, oral, written or otherwise construed as a prior agreement between the author and OMNI; and further, is binding upon the heirs, executors, administrators, and assigns of the author and OMNI.

Author's Signature, and date

Title of Work (as it will appear on the book):

X

Author's Legal Name _____

Author's pen name _____

Author's Mailing address _____

Author's address where books must be shipped - NO postal boxes please:

Author's daytime phone _____

Author's evening phone _____

Author's fax number _____

Author's email address _____

Author's Social Security number _____

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