

BOOK PUBLISHING AGREEMENT

Between
STERLING LETTER PRESS
("Publisher")

and

[AUTHOR NAME]
("Author")

Regarding the Work Currently Titled:
"[WORKING TITLE]"

This Book Publishing Agreement (this "Agreement") is entered into as of [DATE] (the "Effective Date"), by and between Sterling Letter Press, an Illinois sole proprietorship, with its principal place of business at 4110 W. Stonewater Dr., Peoria, Illinois 61615 ("Publisher"), and [AUTHOR NAME], an individual residing at [AUTHOR ADDRESS] ("Author"). Publisher and Author are each referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Author is the sole author and owner of all right, title, and interest in and to a certain literary work presently titled "[WORKING TITLE]" (the "Work"), as more particularly described in Exhibit A;

WHEREAS, Publisher is engaged in the business of publishing, distributing, and exploiting literary works in various formats and media, primarily through KDP and the Amazon.com retail marketplace; and

WHEREAS, Author desires to grant, and Publisher desires to acquire, the rights described in this Agreement, on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 "Work" means the literary work titled "[WORKING TITLE]," including its title, text, front and back matter, and any revisions, translations, adaptations, or derivative versions of it prepared under this Agreement.

1.2 "Manuscript" means the complete text of the Work in the form, length, and content delivered by Author to Publisher under Section 3.

1.3 "Territory" means the world, including all countries and territories now existing or hereafter constituted, in all languages.

1.4 "Net Receipts" means all amounts actually received by Publisher, in United States dollars, from the sale, license, or other exploitation of the Work, after deduction of returns, credits, discounts, allowances, freight, shipping, insurance, taxes, duties, and any commissions, fees, or amounts payable to distributors, wholesalers, retailers, agents, sub-licensees, or other third parties.

1.5 "Subsidiary Rights" means all rights in and to the Work other than the primary print, e-book, and audiobook publication rights, including without limitation those rights enumerated in Section 11.

1.6 "Publication Date" means the date on which Publisher first makes the Work available for sale to the general public in any format.

1.7 "KDP" means Kindle Direct Publishing, the self-publishing and print-on-demand service operated by Amazon.com, Inc. or its affiliates, and any successor to that service.

2. GRANT OF RIGHTS

2.1 Grant. Author hereby grants to Publisher, throughout the Territory and for the Term, the sole and exclusive right and license to print, publish, distribute, sell, license, and otherwise exploit the Work, in the English language and, subject to Section 11, all other languages, in any and all formats and editions now known or hereafter devised, including hardcover, trade and mass-market paperback, book club, large print, electronic book, audiobook, print-on-demand, and any other format or medium now existing or later developed. Author acknowledges and understands that Publisher publishes the Work using KDP, that print editions of the Work will be printed on demand, and that the Work will be sold and distributed principally through Amazon.com and the other distribution channels available through KDP.

2.2 Exclusivity. During the Term, Author shall not, without Publisher's prior written consent, publish, license, or authorize the publication of the Work, any excerpt, adaptation, or abridgment of the Work, or any competing work as described in Section 15, in any format or medium.

2.3 Reservation. All rights not expressly granted to Publisher are reserved to Author, provided that this reservation shall not limit or diminish any right expressly granted in this Agreement, including under Section 11.

3. DELIVERY OF THE MANUSCRIPT

3.1 Delivery Date. Author shall deliver to Publisher a complete Manuscript, in the form and length specified in Exhibit A, no later than the delivery date set forth in Exhibit A (the "Delivery Date"), together with any photographs, illustrations, indexes, permissions, or other materials required for publication.

3.2 Form. The Manuscript shall be delivered in electronic form, double-spaced, in a mutually agreeable word-processing format, complete and in final form ready for editing, and shall conform substantially to any outline, proposal, or sample chapters previously approved by Publisher.

3.3 Late Delivery. If Author fails to deliver the Manuscript by the Delivery Date, Publisher may, in its sole discretion: (a) grant a written extension; (b) terminate this Agreement upon written notice, in which case Author shall repay any advance previously paid under Section 9; or (c) pursue any other remedy available at law or in equity.

4. ACCEPTANCE OF THE MANUSCRIPT

4.1 Satisfactory Manuscript. Publisher shall have the right to review the Manuscript and to accept it as satisfactory in form and content for publication, in Publisher's good-faith professional judgment. Publisher shall notify Author in writing within sixty (60) days of delivery whether the Manuscript is accepted, rejected, or accepted subject to revision.

4.2 Revisions. If Publisher deems the Manuscript not satisfactory, Publisher shall specify in reasonable detail the respects in which revision is required, and Author shall have thirty (30) days to deliver a revised Manuscript incorporating such changes. Publisher shall review the revised Manuscript under the standard set forth in Section 4.1.

4.3 Rejection. If Publisher determines, in its good-faith judgment, that the Manuscript (as originally delivered or as revised) is not satisfactory for publication, Publisher may terminate this Agreement upon written notice. Upon such termination, Author shall repay to Publisher any advance previously paid, provided that Publisher may, at its election, permit repayment out of the proceeds of Author's sale of the Work to another publisher in lieu of immediate repayment.

5. EDITING, PROOFS, AND ALTERATIONS

5.1 Editing. Publisher shall have the right to edit the Manuscript for style, length, clarity, and conformance with Publisher's house style, and to determine the final title, cover art, design, format, and packaging of the Work, in each case in consultation with Author, provided that Publisher's decision shall be final.

5.2 Proofs. Publisher shall furnish Author with proofs of the Work for review and correction within a reasonable time before printing. Author shall review and return proofs within two (2) weeks of receipt. If Author fails to timely return proofs, Publisher may proceed to publication without Author's corrections.

5.3 Author's Alterations. Author may make reasonable corrections in proof, but substantial revisions shall not be made without Publisher's approval, and the cost of any alterations (other than correction of Publisher's or the printer's errors) exceeding five percent (5%) of the original typesetting or composition shall be borne by Author and paid before publication or at Publisher's election deducted from any royalties or other sums payable to Author.

6. AUTHOR'S WARRANTIES, REPRESENTATIONS, AND INDEMNIFICATION

6.1 Warranties. Author represents and warrants that: (a) Author is the sole author and exclusive owner of the Work and has full right and authority to enter

into this Agreement and to grant the rights granted herein; (b) the Work is original, has not been previously published in whole or in part except as disclosed to Publisher in writing, and does not infringe any copyright, trademark, right of privacy or publicity, or other proprietary or intellectual property right of any third party; (c) the Work contains no matter that is defamatory, obscene, or otherwise unlawful; (d) the Work does not violate any duty of confidentiality owed to any third party; and (e) all statements of fact in the Work are true or are based on reasonable research and good-faith belief, and all recipes, instructions, or technical content, if any, have been tested for accuracy and safety. For Works of historical fiction, all statements of fact which contradict the conventional historical record shall be identified by Author in an Author's Note within the Work explaining where artistic license was taken.

6.2 Indemnification. Author shall indemnify, defend, and hold harmless Publisher, its officers, directors, employees, licensees, and distributors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any breach or alleged breach of the foregoing warranties. Publisher may withhold from any sums due Author under this Agreement a reasonable reserve against such claims until they are resolved, and may require Author to reimburse Publisher's reasonable costs of investigation and defense as incurred.

6.3 Publisher's Right to Defend. Publisher shall have the right, but not the obligation, to defend any claim covered by Section 6.2 with counsel of its choosing, at Author's expense, and Author shall cooperate fully in such defense.

7. COPYRIGHT

7.1 Registration. Publisher may at its election register copyright in the Work with the United States Copyright Office in Author's name, at Publisher's expense, and shall include a copyright notice in Author's name in all editions of the Work published by Publisher.

7.2 Ownership. Copyright in the Work shall remain vested in Author, subject to the exclusive rights granted to Publisher under this Agreement. Publisher shall own all right, title, and interest in and to any translations, adaptations, cover art, and other derivative material it creates or commissions, other than the underlying text of the Work.

8. PUBLICATION

8.1 Publisher's Discretion. Publisher shall publish the Work within a reasonable time, not to exceed twelve (12) months following acceptance of the Manuscript under Section 4, in such style, format, binding, and manner, and at such price, with such print run and marketing effort, as Publisher deems appropriate in its

sole business judgment. Subject to Section 20.4, Publisher shall publish the Work using KDP and shall make the Work available for purchase on Amazon.com, and may in addition make the Work available through other publishing or distribution platforms.

8.2 No Guarantee. Publisher does not guarantee any particular print run, marketing budget, publication date within the Territory, or continued availability of the Work, and Publisher's good-faith business decisions regarding the manner and extent of publication shall not constitute a breach of this Agreement.

8.3 Delay. If Publisher fails to publish the Work within the period specified in Section 8.1, as extended for Force Majeure or Author-caused delay, Author's sole remedy shall be to send Publisher written notice, and if the Work is not published within six (6) months after such notice, Author may terminate this Agreement, whereupon all rights shall revert to Author subject to Section 17.

9. ADVANCE

9.1 Amount and Schedule. In consideration of the rights granted herein, Publisher may pay Author an advance against royalties. If so, the advance shall be in the total amount set forth in Exhibit A (the "Advance"), payable according to the schedule set forth in Exhibit A. The Advance is recoupable, but not otherwise returnable except as expressly provided in Sections 3.3 and 4.3, from royalties payable to Author under Section 10.

9.2 Cross-Collateralization. If this Agreement covers more than one Work, or if Author and Publisher are parties to any other publishing agreement, Publisher may cross-collateralize advances and royalties across all such works, such that royalties earned on one Work may be applied to recoup any unearned advance on another.

10. ROYALTIES

10.1 Royalty Rates. Publisher shall pay Author royalties on Net Receipts from sales of the Work at the rates set forth in Exhibit A.

10.2 High-Discount and Special Sales. On copies sold at a discount greater than fifty percent (50%) off list price, through book clubs, or as premiums or special sales, the royalty rate shall be one-half (1/2) of the otherwise applicable rate. No royalty shall be payable on copies distributed for review, promotion, publicity, or sample purposes, destroyed, lost, or damaged, or sold as remainders or at or below cost.

10.3 Reserve Against Returns. Publisher may withhold a reasonable reserve against anticipated returns from royalties otherwise payable, not to exceed twenty-five percent (25%) of royalties earned in any accounting period, to be

liquidated no later than the fourth (4th) accounting period following the period in which the reserve was withheld.

11. SUBSIDIARY RIGHTS

11.1 Publisher's Control. Publisher shall control and administer, and may license to third parties, all Subsidiary Rights in and to the Work, including without limitation: (a) serial, excerpt, and reprint rights; (b) book club rights; (c) foreign-language translation rights; (d) British Commonwealth and other territorial rights; (e) large-print, audio, and electronic rights not otherwise exploited by Publisher directly; (f) dramatic, motion picture, television, and radio rights; (g) merchandising and commercial tie-in rights; and (h) any other rights not expressly reserved to Author under this Agreement.

11.2 Proceeds. Net proceeds actually received by Publisher from the license of Subsidiary Rights shall be divided between Publisher and Author as set forth in Exhibit A, and Author's share shall be treated as royalties for purposes of Section 12.

11.3 Consultation. Publisher shall consult with Author regarding material Subsidiary Rights licenses where practicable, but Publisher's decision on the terms of any such license shall be final.

12. ACCOUNTING AND PAYMENT

12.1 Statements. Publisher shall render to Author statements of account and any royalties due within ninety (90) days following the close of each semi-annual accounting period (ending June 30 and December 31 of each year).

12.2 Minimum Payment. Publisher need not render payment for any period in which the amount due is less than twenty-five dollars (\$25), in which case the amount shall be carried forward to the next accounting period.

12.3 Audit. Author may, no more than once per calendar year and upon at least thirty (30) days' written notice, cause Publisher's relevant books and records to be examined by an independent certified public accountant, at Author's expense, during Publisher's regular business hours, solely to verify royalty statements issued within the preceding twenty-four (24) months. If the examination reveals an underpayment of more than five percent (5%), Publisher shall bear the reasonable cost of the examination and promptly pay the deficiency; otherwise, Author shall bear such cost.

12.4 Currency and Taxes. All payments shall be made in United States dollars, less any taxes required to be withheld by law.

13. AUTHOR'S COPIES AND PURCHASES

13.1 Complimentary Copies. Publisher shall furnish Author with five (5) complimentary copies of the first edition of the Work upon publication.

13.2 Purchases. Author may purchase additional copies of the Work for personal use, not for resale, at a discount. Author's price shall be equal to the price Publisher would pay to Amazon through KDP, plus ten percent (10%), plus shipping. No royalty shall be payable to Author on such copies.

14. OPTION ON NEXT WORK

14.1 Option. Author grants Publisher an exclusive option to acquire the publication rights to Author's next full-length literary work (the "Next Work") on terms to be negotiated in good faith. Author shall submit an outline or manuscript of the Next Work to Publisher before submitting it to any other publisher.

14.2 Exercise. Publisher shall have thirty (30) days from receipt of the submission to notify Author whether it wishes to exercise the option. If Publisher exercises the option, the Parties shall negotiate the terms of a new agreement in good faith for thirty (30) days thereafter. If the Parties do not reach agreement within that period, or if Publisher declines the option, Author may offer the Next Work to third parties, provided that any terms offered by a third party that are, in the aggregate, no more favorable to Author than Publisher's last written offer shall first be re-offered to Publisher, who shall have fifteen (15) days to match such terms.

15. COMPETING WORKS

15.1 During the Term and for twelve (12) months following first publication of the Work, Author shall not, without Publisher's prior written consent, write, publish, or authorize the publication of any other book-length work that Publisher reasonably determines would compete with or materially diminish sales of the Work.

16. REVISED EDITIONS

16.1 If Publisher determines that a revised or updated edition of the Work is warranted, Publisher shall first request that Author prepare the revision on reasonable terms and within a reasonable time. If Author is unwilling or unable to do so, Publisher may engage a third party to prepare the revision, may deduct the reasonable cost from royalties otherwise payable to Author, and Author's royalty on the revised edition shall be adjusted to reflect the third party's contribution.

17. OUT OF PRINT AND REVERSION

17.1 In-Print Defined. The Work shall be deemed "in print" only so long as both of the following are true: (a) the Work is available for sale in any edition or format, including electronic or print-on-demand editions, through ordinary trade channels (including Amazon.com through KDP), or is being prepared for such availability, whether or not physical inventory exists; and (b) at least twenty-five (25) copies of the Work, across all editions and formats (including licensed editions), were sold during the most recently completed accounting period, provided that this clause (b) shall not apply until the Work has been available for sale for at least one full accounting period.

17.2 Reversion Request. If the Work goes out of print as defined in Section 17.1, Author may request in writing that Publisher either bring the Work back into print or revert the rights granted herein. Publisher shall have six (6) months following such request to bring the Work back into print, including by print-on-demand or electronic means, failing which all rights granted herein shall revert to Author, subject to Publisher's continuing right to sell off existing inventory and to any Subsidiary Rights licenses then in effect.

17.3 Retained Rights on Reversion. Upon reversion, Publisher shall retain the right to receive its share of proceeds from any Subsidiary Rights agreements entered into prior to reversion, and Author shall repay any unearned Advance only out of royalties that would otherwise have been payable had this Agreement remained in effect, except where this Agreement is terminated under Section 3.3 or 4.3.

18. PUBLICITY AND AUTHOR COOPERATION

18.1 Author shall cooperate reasonably with Publisher's marketing and publicity efforts, including by making themselves reasonably available for interviews, promotional events, and social media promotion, and by providing a current biography, photograph, and marketing questionnaire upon request.

18.2 Author grants Publisher the right to use Author's name, likeness, and biographical information in connection with the advertising, promotion, and sale of the Work.

19. INSURANCE

19.1 Publisher may, at its own expense, obtain and maintain media perils / errors and omissions insurance naming Publisher as an insured party in connection with the Work. Author shall cooperate with any claims process under such policy.

20. TERM AND TERMINATION

20.1 Term. This Agreement shall commence on the Effective Date and continue for the full term of copyright in the Work, including any renewals or extensions, unless earlier terminated as provided herein (the "Term").

20.2 Termination for Breach. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice specifying the breach.

20.3 Effect of Termination. Upon termination of this Agreement for any reason, all rights granted to Publisher shall revert to Author, except that: (a) Publisher may sell off existing inventory of the Work for six (6) months following termination; (b) any Subsidiary Rights licenses granted prior to termination shall remain in effect according to their terms, and Publisher shall continue to account to Author for Author's share of proceeds from them; and (c) Author shall remain liable for repayment of any unearned Advance to the extent required under Sections 3.3 or 4.3.

20.4 Termination if KDP Becomes Unavailable. Notwithstanding any other provision of this Agreement, if Amazon.com, Inc. or its affiliates cease to operate KDP, or prohibit or otherwise cease to permit Publisher to use KDP to publish the Work or to publish works under the business model employed by Publisher under this Agreement, then this Agreement shall automatically terminate without further act of either Party, and all rights granted to Publisher shall revert to Author in accordance with Section 20.3.

21. FORCE MAJEURE

21.1 Neither Party shall be liable for delay or failure to perform any obligation under this Agreement (other than payment obligations) due to causes beyond its reasonable control, including acts of God, war, terrorism, epidemic, governmental action, labor dispute, fire, flood, printer or supply-chain disruption, or failure of the internet or other utility.

22. ASSIGNMENT

22.1 Publisher may assign this Agreement, in whole or in part, to any affiliate or to a successor in connection with a merger, acquisition, or sale of substantially all of its publishing assets, without Author's consent. Author may not assign this Agreement or any rights or obligations under it without Publisher's prior written consent, except that Author's right to receive payments may be assigned by testamentary disposition or operation of law.

23. NOTICES

23.1 All notices under this Agreement shall be in writing and delivered by hand, by nationally recognized overnight courier, or by email with confirmation of receipt, to the addresses set forth above or such other address as a Party may designate in writing.

24. GOVERNING LAW AND DISPUTE RESOLUTION

24.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict-of-laws principles.

24.2 Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration administered by AAA under its commercial arbitration rules, before a single arbitrator in Peoria, Illinois, and judgment on the award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, Publisher may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its rights in the Work.

24.3 Attorneys' Fees. In any action to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

25. MISCELLANEOUS

25.1 Entire Agreement. This Agreement, including Exhibit A and any rider, addendum, or exhibit executed by the Parties in connection with it (including any Founding Authors Rider attached as Exhibit B and any Addendum concerning a Previously Published Work), constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements and understandings, whether written or oral. Each such rider and addendum forms part of this Agreement, and in the event of any conflict between this Agreement and any such rider or addendum, the rider or addendum shall control.

25.2 Amendment. This Agreement may be amended only by a writing signed by both Parties.

25.3 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing, and no waiver of any breach shall constitute a waiver of any subsequent breach.

25.4 Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

25.5 Independent Contractor. Author is an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship between the Parties.

25.6 Survival. Sections 6, 7, 10, 11, 12, 17, 20.3, 22, 24, and 25 shall survive termination or expiration of this Agreement.

25.7 Counterparts. This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PUBLISHER:

STERLING LETTER PRESS

By: _____

Name: _____

Title: _____

Date: _____

AUTHOR:

[AUTHOR NAME]

Date: _____

EXHIBIT A — WORK SPECIFICATIONS AND FINANCIAL TERMS

1. Work: "[WORKING TITLE]" by [AUTHOR NAME].
2. Approximate Length: [WORD COUNT] words.
3. Delivery Date: [DATE].
4. Advance: \$[AMOUNT], payable as follows: fifty percent (50%) upon signing of this Agreement; fifty percent (50%) upon acceptance of the complete Manuscript under Section 4.
5. Royalty Schedule (see Section 10):

Format	Royalty Rate (of Net Receipts)
Hardcover	10%
Trade Paperback	7.5%
Mass-Market Paperback	6%
E-Book	25%
Audiobook	10%
High-Discount / Book Club / Premium Sales (>50% discount)	½ of the applicable rate above
Remainder, Below-Cost, or Promotional Copies	No royalty

6. Subsidiary Rights Split (see Section 11):

Subsidiary Right	Publisher Share	Author Share
Serial, Digest & Reprint Rights	50%	50%
Book Club Rights	50%	50%
Foreign-Language / Translation Rights	50%	50%
British Commonwealth / Other Territorial Rights	50%	50%

Large-Print Rights (third-party license)	50%	50%
Dramatic, Motion Picture, Television & Radio Rights	50%	50%
Merchandising & Commercial Tie-In Rights	50%	50%
All Other Subsidiary Rights	50%	50%

7. Governing State (see Section 24): Illinois.