

# Epigraph Basic Publishing Agreement

## 1. Parties

This is a Self- Publishing Agreement between the author (“AUTHOR”) listed at the end of this Agreement and Epigraph Publishing Service (EPIGRAPH) a publishing services provider, a division of Monkfish Book Publishing Company, LLC, a New York corporation, with its principal offices at 27 Lamoree Road, Rhinebeck, NY 12572

## 2. License to function as publisher for hire

AUTHOR hereby grants to the EPIGRAPH the non-exclusive, worldwide license to print, market, distribute and sell the WORK in print form in the English language. The AUTHOR also grants to EPIGRAPH the right to use portions of the WORK, its cover and AUTHOR information for marketing and advertising purposes in order to facilitate sales of the WORK. AUTHOR grants to EPIGRAPH the right to store, use, transmit and distribute electronic copies of the WORK as required to facilitate the printing and distribution process. This grant includes EPIGRAPH’s vendors and affiliates.

## 3. Rights

All rights not expressly granted to EPIGRAPH in this agreement are reserved to the AUTHOR. Design and editorial work performed by EPIGRAPH (while under subsequent invoice agreements allowable by this agreement) with AUTHOR shall be deemed ‘work for hire’ and the property of the AUTHOR. A copy of the WORK’s digital output files will be furnished to AUTHOR upon publication. In order to conform to book industry standards, AUTHOR agrees to remove the EPIGRAPH name and logo, ISBN and barcode used in EPIGRAPH printings for subsequent printings or print/distribution not with Epigraph. The AUTHOR shall have final approval on any editorial or design work performed by EPIGRAPH.

Author retains the right to set retail price of Work at their own discretion though not so low as to produce a sale that is lower than print cost. Author retains the right to set wholesale discount at any level, but not so high as to produce a sale that is lower than print cost. In order for the Work to be distributed by Epigraph’s distribution partners, the wholesale discount offered must be at least 20% off the retail price.

Author may publish under the Epigraph imprint, or chose another imprint name. Original imprint names must not infringe on trademarked names.

## 4. Term and Annual Renewal

EPIGRAPH print/distribution rights shall extend for one (1) year after the date EPIGRAPH first releases the electronic files of WORK to the printer for publication. The AUTHOR may renew their agreement annually for a fee of \$35 due on the anniversary date of publication. The date of publication for the purposes of this agreement is the first day the WORK is available for print/distribution from EPIGRAPH’S printer.

## 5. Right of Cancellation

AUTHOR or EPIGRAPH may cancel this agreement at any time for any reason with 30 days notice. If agreement is not renewed by AUTHOR on or before the anniversary date of publication, the agreement is considered cancelled by both parties though a grace period of 30 shall be offered to AUTHOR.

## **6. Services and products to be provided by EPIGRAPH to result in the publication of the AUTHOR'S work as a print-on-demand book.**

### Pre-publication

ISBN: International Standard Book Number

EAN Barcode with retail price

Copyright page with copyright to appear: title of work@name of author, year of publication

Library of Congress control number, to appear on copyright page

Full book design: Cover and interior, up to 10 hours of design time. Thereafter billed at \$50/hr

PDF proof by email and first paper copy by priority mail for final approval

### Post-publication

AUTHOR may purchase copies according to Print Cost Formulas and Discount Schedule. WORK to be made available for purchase in print-on-demand format through EPIGRAPH'S distribution network including Ingram Book Company and Lightning Source. Sales made through Epigraph's distribution network are payable to AUTHOR based on the formula of retail list price, minus wholesale discount, minus print cost, minus any applicable handling fees from EPIGRAPH, its accounts or its vendors. The balance of the sales receipts are owed to AUTHOR paid as Author Earnings.

## **7. Print Cost Formulas and Discount Schedule:**

### **Print cost formulas:**

Authors may order copies of their book in any quantity, but discount pricing for books begins at 15 copies or more per order. Single copy to 14 copy orders: Add \$2 per unit. Formula below is based on a 15 copy order. This is also the formula used to establish print cost on distributed sales.

Trade books have black & white interiors with color cover

Color books have color throughout

### **Trade Book Formulas**

- 1) Standard trade paperback (Trim sizes 5x8, 5.5x8.5, 6x9, 6.14x9.21, 6.69x9.61, 7.5x9.25, 7.44x9.69):** Uses this formula: Take the number of pages and multiply by 0.017, then add the base unit cost of \$2.90. Example, a 120 page book will cost  $120 \times 0.017$  or \$2.04 plus the base unit cost of \$2.90 for a total print cost of \$4.94. 48-104 page books have a fixed TOTAL cost of \$4.52
- 2) Standard trade hardcover, no dust jacket:** Base unit cost: \$10 Example, 120 page hardcover costs \$12.04 (Minimum page count for hardcover is 108 pages)
- 3) Standard trade hardcover with dustjacket:** Base unit cost: \$11.55, Example 120 page hardcover with dustjacket costs \$13.59
- 4) Large trade paperback (Trim Sizes 7x10, 8.25 x 11, 8.268 x 11.693 (A4):**

Uses this formula: Take the number of pages and multiply by 0.023, then add the base unit cost of \$3.40. 48-104 page books have a fixed TOTAL cost of \$5.56

- 5) **Large trade hardcover, no dust jacket:** Take the number of pages and multiply by 0.023 and add base unit cost: \$10

#### **Color Book Formulas:**

- 6) **Small color paperback (5.5 x 8.5):**

4-16 pages saddlestich \$5 per unit  
20-48 pages saddlestich \$4 base unit cost plus page multiplier of 0.09  
24-480 pages perfect bound \$4 base unit cost plus page multiplier of 0.09

- 7) **Medium color paperback (8.5 x 8.5)**

4-16 pages saddlestich \$5.50 per unit  
20-48 pages saddlestich \$4 base unit cost plus page multiplier of 0.09  
24-480 pages perfect bound \$4 base unit cost plus page multiplier of 0.13

- 8) **Large color paperback (7 x 10, 8 x 10, 8.5 x 11)**

4-16 pages saddlestich \$5.50 per unit  
20-48 pages saddlestich \$4.50 base unit cost plus page multiplier of 0.1  
24-480 pages perfect bound \$4.50 base unit cost plus page multiplier of 0.13

#### **Discount Schedule for Author book purchases:**

Quantity purchases earn base unit discounts as follows. Quantity discounts are based on a per-order to a single ship-to address. Different ship-to addresses are considered different orders under this agreement.

1-14 copies: add \$2.00 per unit to 15 unit cost  
15 to 49 copies, as calculated above  
50-99 copies: 5% discount  
100-249 copies: 10% discount  
250-499 copies: 20% discount  
500+ copies: 25% discount

#### **8. Author earnings on print/distribution sales**

AUTHOR will be paid Author Earnings on sales that come through Epigraph's print/distribution network. Author Earnings are based on the formula of retail price, minus wholesale discount, minus, print cost. Print cost for distributed sales is set at the 15 copy rate regardless of the number of units ordered. The minimum wholesale discount acceptable to Epigraph's vendors such as Amazon and Ingram is 20%. Retail price and wholesale discount may be set at the Author's discretion. Retail price and wholesale discount however may not result either singly or in combination to a sale that produces less revenue than print cost.

Example: 120 page paperback

Retail cost: \$15

Wholesale discount: 40%

Net sales receipt: \$9  
Print cost: \$4.94  
Author Earnings: \$4.06

## **9. Author Earnings Payments and Reporting**

Author Earnings and sales are reported and paid monthly on sales receipts received by Epigraph the preceding month. Payments are made by check and mailed no later than the 15<sup>th</sup> of every month. (E.g. Author Earnings based on March sales receipts received by Epigraph in March are due April 15<sup>th</sup>. If Author Earnings are less than twenty-five U.S Dollars (\$25) due in a single month the balance will be applied to the next month until Author Earnings due equals or exceeds twenty-five U.S. Dollars (\$25). No sales reports will be generated in months in which no sales of the Work occurred through Epigraph's distribution network. Epigraph receives payment for sales through most wholesalers such as Lightning Source/Ingram 90 days from month of sale. Since Epigraph payments as Author Earnings are based on monies received, the time from sale to payment to Author is roughly 120 days. Though Epigraph will make every effort to collect sales receipts, Epigraph shall not be held liable for the failure of third-party vendors to pay on sales receipts.

## **10. Submission Guidelines**

Author must be able to submit manuscripts in a form acceptable to Epigraph. Manuscripts must be submitted in a single word document with a minimum of formatting. Acceptable formatting includes italics, bold and underlines, paragraph indentations, chapter headings and subchapter headings. Special fonts and/or unique design components should not be included with manuscript submission, but sent in a separate document. If Epigraph is unable to open or use documents sent by Author after reasonable effort has been made, Epigraph may either decline the submission and refund Author any monies due, or charge Author a mutually acceptable hourly rate to continue its efforts. Manuscripts may be submitted as CD by mail or by email attachment to Epigraph designer.

## **11. Submission Acceptance**

Epigraph reserves the right, in its sole discretion, by giving written notice to AUTHOR, not to accept a submission upon receipt. In such event, the Epigraph will refund the AUTHOR'S submission payment, but Epigraph shall have no obligation to return the submission package or the WORK.

## **12. Publication**

Epigraph intends to publish the WORK within sixty (60) days after receipt of all required materials relating to the WORK, but in no case later than ninety (90) days after the receipt of all the required materials relating to the WORK. If the Epigraph does not make the WORK available within such time, except for delays caused by external circumstances beyond its control, the AUTHOR may give written notice to Epigraph to make the WORK available within thirty (30) days. If Epigraph does not do so, this Agreement shall terminate and all rights herein granted shall revert to the AUTHOR.

## **13. Design Process**

Author may submit design ideas and art for either cover or interior to designer, though not to be included in the manuscript itself. The design process may either be directed by Author supplying art and concept, or upon Author's request, Epigraph designer will make recommendations and submit via email two or three cover and two or three interior mock-ups as PDF's. There are no specific limitations on what may be included in either the design of the text or the cover, or how the design

process itself proceeds, however designs requiring more than 10 hours of design work will be billed at \$60/hour. If it appears to designer that work will exceed 10 hours, s/he will notify Author promptly and in advance of Author incurring hourly billing fees. Should Epigraph designer fail to produce a book design that is acceptable to Author, Author may cancel publishing agreement and be due a refund based on the used portion of their design time billed at \$60/hour. For example, Author pays \$899 for Basic, designer fails to produce acceptable designs after 5 hours (or \$300 in design time) Author shall be paid a refund of \$599.

#### **14. Proofs of Work**

EPIGRAPH will provide the AUTHOR with first proofs of cover and interior in PDF format. The AUTHOR shall have fourteen (14) days to proof the WORK. The AUTHOR shall use reasonable efforts to adhere to proofing procedures provided by Epigraph and it is understood by the AUTHOR that EPIGRAPH may terminate this Agreement in the event the AUTHOR does not provide the required proofing feedback. If EPIGRAPH terminates publication due to a lack of required feedback from the AUTHOR, EPIGRAPH shall not be required to refund any submission payments, or return the submission package or WORK. EPIGRAPH will mail to AUTHOR a second and final proof as a first copy printing of the actual book as it will be made available to others after publication. AUTHOR approval of final proof initiates the publishing process. Changes made to the final proof that are not the result of printer error are subject to hourly rate charges in the event that the 10/hour design time has already been used, and to resubmission charges from the printer. Resubmission charges are \$50 for covers and are based on page count for interiors. EPIGRAPH will advise AUTHORS to the best of its ability of current resubmission charges, which are subject to change without notice

#### **15. Copyright**

EPIGRAPH agrees to include a copyright notice in accordance with AUTHOR'S instructions in each copy of the WORK and to secure a unique ISBN for each print or eBook version of the WORK.

#### **16. Title and Author Information**

Author agrees to provide Epigraph 50-100 word description of the Work, and a 50-100 word biography to be posted at wholesale and reseller accounts such as Amazon.

#### **17. EPIGRAPH Bankruptcy**

If EPIGRAPH commences bankruptcy proceedings, all rights to the WORK shall immediately revert to the AUTHOR.

#### **18. Termination by EPIGRAPH**

Upon giving thirty (30) days advance written notice, EPIGRAPH may terminate publication of the WORK without cause, at which point the rights to the WORK immediately revert to the AUTHOR. EPIGRAPH also reserves the right to terminate this Agreement and to discontinue publication of THE WORK at any time, effective upon forwarding written notice to AUTHOR, if, in PUBLISHER'S judgment, the WORK may subject EPIGRAPH to the risk of litigation or other adverse commercial consequences. If such notice is given prior to publication of the WORK by EPIGRAPH, EPIGRAPH will refund all amounts paid by AUTHOR to EPIGRAPH, and neither party will have any further obligations to the other except that AUTHOR'S representations, warranties and indemnities set forth in Paragraphs 19 and 20 shall survive the termination of this Agreement. EPIGRAPH shall pay any accrued royalty income due the AUTHOR within sixty (60) days of the end of the calendar quarter during which Publisher stops selling the WORK.

## **19. Author Warranties**

AUTHOR represents and warrants the following to EPIGRAPH: (i) the AUTHOR is the sole author of THE WORK and the sole owner of the copyright in THE WORK; the AUTHOR either is the sole owner of the copyright in any associated cover or interior graphics supplied by the AUTHOR for the WORK or has secured written permission (which the AUTHOR will furnish to EPIGRAPH together with any required third party credits) to use the same in the WORK; and the AUTHOR has full power, authority and right to enter into this Agreement and to grant the rights herein granted; (ii) this Agreement does not conflict with any arrangements, understandings, or agreements between the AUTHOR and any other person or entity; (iii) the WORK is not in the public domain and is entirely original except for portions thereof for which legally effective written licenses or permissions have been secured; (iv) the WORK and all rights therein are free of liens, claims, interests or rights in others of any kind; (v) the WORK as submitted, and its publication by EPIGRAPH, do not and will not violate or infringe upon any personal or proprietary rights, including, without limitation, copyrights, trademark rights, trade secret rights, contract rights, privacy rights, or publicity rights of any other persons; (vi) the WORK is not defamatory or obscene, or in any other way illegal; and any recipes, formulae, instructions, or recommendations contained in the WORK are not and will not be injurious to any reader, user, or any third person; and (vii) all information in the submission package is accurate.

## **20. Indemnification**

AUTHOR agrees to indemnify and hold harmless EPIGRAPH, its AFFILIATES and any seller of the WORK from and against any losses, lost profits, damages, liabilities, judgments, awards, decrees, settlements, or expenses (including without limitation, reasonable attorney's fees and court costs) arising from, connected with, or by reason of any breach or alleged breach of any of the representations and warranties set forth in Paragraph 19 above, but the AUTHOR shall not be liable for any matter inserted in the WORK by EPIGRAPH or its licensees. All representations, warranties and indemnities made by the AUTHOR herein shall survive termination of this Agreement. "AFFILIATES" means owners, shareholders, officers, directors, employees, parents, subsidiaries, affiliated companies, licensees, distributors, advertisers, Internet service providers, attorneys, and accountants and any other person or entity to whom EPIGRAPH extends its representations and warranties to in connection with the production, dissemination, transmission, promotion, publication, or distribution of the WORK or the exercise of any rights therein or derived therefrom. In defending any such claim, action or proceeding, EPIGRAPH shall have the right to defend with attorneys of its own selection and to settle the same and the AUTHOR shall fully cooperate in the defense thereof.

## **21. Notices**

All notices must be given in writing and sent by overnight courier, (e.g., FedEx, UPS, Airborne Express, or DHL) to AUTHOR'S address and fax number specified below and to EPIGRAPH'S address displayed at EPIGRAPH'S Web site on the date of the notice. Notices sent by overnight courier shall be deemed given two days after the date of delivery to the courier. Notwithstanding the foregoing, e-mail notices may be used for matters involving proofing and publication of the WORK.

## **22. Additional Instruments**

AUTHOR agrees to complete and execute the title submission form and author biographical sketch and all additional instruments reasonably requested by EPIGRAPH to confirm and effectuate this Agreement.

### **23. Copyright Infringement**

If during the term of this Agreement the copyright in the WORK is infringed, AUTHOR hereby authorizes EPIGRAPH, at EPIGRAPH'S sole expense, to commence an action for copyright infringement in AUTHOR'S name. Any recoveries from such litigation shall be applied first to reimburse EPIGRAPH for its expenses incurred in such litigation and thereafter any remaining balance shall be divided equally between EPIGRAPH and AUTHOR. EPIGRAPH shall have no liability to AUTHOR if EPIGRAPH elects, in its sole discretion, not to commence such an action. If EPIGRAPH does not bring such an action, AUTHOR may do so at AUTHOR'S sole expense. Any recoveries from such litigation shall be applied first to reimburse AUTHOR for AUTHOR'S expenses incurred in such litigation and thereafter any remaining balance shall be divided equally between AUTHOR and EPIGRAPH.

### **24. Amendments**

EPIGRAPH may amend this Agreement, including but not limited to amendments to Author Earnings structure and timing, at any time with 30 days electronic or written notice to AUTHOR. Such notice may be made to AUTHOR via electronic mail, facsimile, or postal mail. AUTHOR will be deemed to have accepted and agreed to these amendments unless AUTHOR submits a written request to terminate this agreement via written notice to EPIGRAPH at the EPIGRAPH's address in Section 1 within 30 days of the notice of amendments, which shall be AUTHOR's sole and exclusive remedy in the event of AUTHOR's disagreement to the amendments.

### **25. General Provisions**

This Agreement shall be governed by the internal laws of the State of New York as a contract fully executed, and shall be binding upon the heirs, executors, administrators and assigns of the AUTHOR and upon the successor and assigns of EPIGRAPH. Any assignment by AUTHOR without EPIGRAPH'S prior written consent, such consent not to be unreasonably withheld, shall be null and void. EPIGRAPH may assign this Agreement. If any term or provision of this Agreement is illegal or unenforceable, then, nonetheless, this Agreement shall remain in full force and effect and such term or provision shall be deemed deleted or curtailed only to such extent as is necessary to make it legal or enforceable. This Agreement represents the complete understanding between the parties as to its subject matter and supersedes all prior understandings, if any, as to its subject matter. No modification, amendment, or waiver shall be valid or binding unless made in writing and signed by all parties hereto.

By completing the following and submitting the required materials, the AUTHOR agrees to all the terms and conditions in this Agreement.

By:

\_\_\_\_\_  
(Signature of Author-required only if submitted by mail)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Printed Name of Author)

\_\_\_\_\_  
(Address of Author)

\_\_\_\_\_

(Phone Number of Author)

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(E-mail Address of Author)

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(Title of Work)

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(U.S. Copyright No. – if any)

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(Author Social Security No.)

**To Submit by mail:** Please mail agreement and graphics to Epigraph Publishing Service, 27 Lamoree Road, Rhinebeck, NY 12572. EPIGRAPH is not responsible for materials sent as submissions. Please keep back-up copies of everything submitted.