

## Linden Bay Romance, LLC Author Contract

This contract is entered into on the [redacted] day of [redacted], 20 [redacted], between: Linden Bay Romance, LLC, a Florida limited liability company (hereinafter known as "Publisher") located at 3529 Greenglen Circle, Palm Harbor, Florida 34684 U.S.A., with an e-mail address of: [barbara.perfetti@lindenbayromance.com](mailto:barbara.perfetti@lindenbayromance.com) and a fax number of 727-787-9593, and [redacted] (hereinafter known as "Author") of [redacted] concerning a work presently known as [redacted] (hereinafter known as "Work"). If there is more than one Author, references to "Author" shall mean all of them collectively, and each undertaking, warranty and covenant of the Author shall be joint and several between or among them.

The Contract is legal and binding in all countries, the parties intend to be legally bound, and should there be any legal dispute, the laws of the State of Florida USA shall apply.

### 1. Warranties

The Author warrants to the Publisher that, to the best of Author's knowledge and belief:

- (a) the Work is Author's own original work and has not been previously published in this form. If any form of the Work has been published previously, the Author warrants that the Author owns the copyright in the prior work and that rights under the prior copyright are also transferred. If any rights were previously transferred or licensed, Author warrants that all rights required for Publisher to publish the Work have been vested in Author with no residual or other rights in any third party, and upon request, Author shall provide additional written confirmation(s) acceptable to Publisher;
- (b) the Author has obtained permission from the copyright owner to include any excerpts from any other works subject to copyright which the Author has knowingly included in the Work;
- (c) the Work contains no libellous or unlawful statements and does not infringe upon the rights of others;
- (d) any prior versions of the Work have been removed from the public domain prior to publication of the work by the Publisher; and
- (e) the Author hereby asserts the legal and moral right to be identified in the Publication as the Author of the Work.

The Author warrants that all of these representations are true on the date of the signing of this Contract.

### 2. Grant of Rights:

- (a) The Author, on behalf of each of them, their heirs, assigns and any successors in title, transfers exclusively to the Publisher all rights with respect to the electronic publication of the Work throughout the world for 3 years from the date of the first electronic publication by the Publisher. For the purposes of this Contract, electronic publication shall be understood to comprise publication on the internet, publication on any machine readable media (such as for example a CD Rom) and print-on-demand copies of the electronic manuscripts.

- (b) If within twelve months after release of the electronic manuscript the Publisher does not have the Work in process to release for print-on-demand, the author may request the print-on-demand rights back in writing, sent by certified mail or other receipted delivery service, and the print-on-demand rights granted to the Publisher will revert to the Author after 30 days of receipt of the written notice.
- (c) At the end of the **three** year period specified in paragraph 2 (a), the exclusive rights to the electronic publication of the Work shall continue to vest with the Publisher, though either party can (after the **three** year period of paragraph 2 (a)) terminate the contract with a 60-day written notice, sent by certified mail or other receipted delivery service, and all rights granted to the Publisher will terminate and revert to the Author, and all obligations of the parties will end, except for payment of any final royalties as scheduled in paragraph 4 for the period ending on the termination date and the indemnification in paragraph 11.
- (d) If the Publisher fails to publish the work within 1 year of receipt of the final manuscript, then this Contract may be terminated by either the Author or the Publisher with a 60-day written notice, sent by certified mail or other receipted delivery service, and all rights granted to the Publisher will revert to the Author and neither party shall have any further obligations to the other.
- (e) Upon breach of this Contract, it may be terminated by the non-breaching party with a 30-day written notice. Notification of breach and intention to terminate the Contract is to be delivered by certified mail or other receipted delivery service. If the breaching party corrects the breach in full within such 30-day period, the Contract shall continue to remain in full force and effect until expiration or earlier termination in accordance with the terms hereof.
- (f) The Publisher confirms that the copyright in this Work remains vested with the Author apart from those rights transferred under the terms of this Contract.

### 3. Manuscript:

The Author shall provide an acceptable, final version of the manuscript of the Work in electronic form as a Microsoft Word file in the specified format within the agreed time. If the Author fails to do so, the Publisher may terminate this Contract upon written notice given by certified mail or other receipted delivery service and neither party shall have any further obligation to the other. The Publisher will not be held liable for any lost manuscripts or defective disks or CD's.

### 4. First Right of Refusal

If the Author writes another Work that is a sequel to the Work covered in this agreement, using a similar and/or major character from the contracted Work, Publisher retains a right of first refusal for the subsequent Work, unless that work has previously been contracted for publication by another publisher prior to this contract. If Publisher does not accept for publication this additional Work within 90 days of receipt of submission, it will be considered refused and the Author will be free to market rights to the new Work without encumbrance. Nothing in this agreement shall obligate the Author to submit any additional, unrelated Works to Publisher.

### 5. Royalties and Statements:

- (a) The Publisher agrees to pay to the Author, a royalty of 37% of the retail download price on all sales of the Work sold through the Publisher's website. The Publisher may decide at some time in the future to discontinue direct sales of the Work through the Publisher's website.
- (b) If the Publisher sells the Work through another outlet of electronic books, the Author will be compensated 37% of the net price paid to the Publisher. Should the Publisher opt to discontinue direct sales of the Work through the Publisher's website, the Author then will be compensated an additional 2% of the net price paid to the Publisher from any other outlets of electronic book sales.
- (c) If the Work is published on a machine readable media, such as a CD ROM or as a POD (print-on-demand) version by the Publisher, the royalty will be 25% of the net proceeds received by the Publisher.
- (d) The Publisher reserves the right to set the price of the Work and vary said price as and when the Publisher sees fit.
- (e) Royalties shall be calculated and paid by the Publisher no later than forty-five (45) days following the end of each calendar quarter for sales for which payment has been received by the Publisher during that quarter. Royalties shall be paid by PayPal unless prior arrangements are made with the author. Payment shall be made in U.S. Dollars. Royalties equivalent to less than \$20 may be held until such time as they accrue to at least \$20 or above. Any withheld royalties shall be paid within the normal quarterly payment schedule upon Contract termination.
- (f) The Author may, with reasonable notice, designate a representative to examine the Publisher's records as they relate to sales of the Work. If errors are discovered in the Author's favor, the Publisher shall pay the Author any additional sums due within thirty (30) days. If errors are discovered in the Publisher's favor, they will be deducted from future royalty payments or reimbursed within 30 days by the Author if the Contract has been terminated.
- (g) The Author is responsible for paying all taxes on all royalty payments received from Publisher. The Publisher is authorized to withhold and report any amounts required by the tax laws of any jurisdiction.

## 6. Marketing and Promotion

- (a) The Author shall provide the Publisher with biographical information. The Author agrees to give Publisher the right to use the Author's name (or pseudonym), likeness (if mutually agreed), title of work and biographical material for publishing, advertising and promoting the Work.
- (b) The cover art will be provided by Publisher (in consultation with Author) at the Publisher's expense and the Publisher reserves final approval of said art.
- (c) If the Author wishes to provide cover art, then the rights in this artwork shall be transferred to the Publisher under the same terms as in paragraph 2 above and with the same warranties as in paragraph 1 above. All rights in cover art provided by the Author shall revert to the Author on termination of this Contract. The author is advised to confirm that the Author is free to transfer aspects of the cover art provided to the Author by a third party. The publisher retains the right not to use cover art provided by the Author if it is deemed not to be suitable.

- (d) The Author agrees to self-promote the Work to the best of the Author's ability. Any promotional material the Author generates must be approved in writing by the Publisher prior to use.
- (e) The Author may post the free excerpt of the Work from the Publisher's Website on the Author's website to promote the Work, provided it includes a link to the Publisher's Website.

## 7. Assignment

- (a) The Publisher may at any time sell or transfer all or any part of its assets or control of its ownership, including this Contract and the rights and obligations set forth herein, without the Author's prior written consent. Upon receipt of written notice thereof from the Publisher delivered by certified mail or other receipted delivery service, the Author agrees to look solely to the assignee/successor with regard to all payments, performance and other obligations of the Publisher, and such assignee/successor shall be responsible to pay or discharge all such obligations of the Publisher to the Author hereunder as and when the same come due.
- (b) If the Publisher or the Author is legally judged bankrupt or liquidates its assets, this Contract shall be terminated at the option of the other party upon written notice delivered by certified mail or other receipted delivery service.

## 8. Confidentiality; Non-Disparagement

At all times after the date hereof, including after termination or expiration of this Contract for any or no reason, the Author shall not, directly or indirectly (1) communicate, disclose or divulge to any person, or use for the Author's own benefit or the benefit of any person or to the detriment of the Publisher, any Confidential Information (defined below) for as long as the same remains classified as such or (2) make any statement which could be considered slanderous, defamatory, or libelous about the Publisher or any works it has published or any other aspect of the Publisher's business. For purposes of this Agreement, "Confidential Information" is defined to include without limitation, any and all unpublished manuscripts, proposed titles, identities of proposed authors, story lines or summaries and any other confidential information relating to the business, plans or operations of the Publisher.

## 9. Jurisdiction

In the event of any dispute under or in connection with this Contract, the parties shall first attempt to resolve the matter amicably through discussion. If the matter cannot be resolved within 15 days after written notice given by either party by certified mail or other receipted delivery service, then either party may pursue its rights or remedies in the state or federal courts of Florida, U.S.A., which the Author and the Publisher agree shall have exclusive jurisdiction over all such disputes. The parties agree that service of process may be validly accomplished by certified mail or other receipted delivery service to the addresses specified in paragraph (11).

## 10. Entire Agreement; Amendment

This Contract hereby constitutes the entire agreement between Author and Publisher and supersedes all previous agreements regarding the Work, whether oral or in writing. Modification of this contract may only occur in writing, signed by both parties. This Contract shall be binding on, and shall inure to the benefit of, the parties and their respective heirs, successors and permitted assigns.

## 11. Notices

Notices shall be given to the Publisher at the address first above written or the Author as follows, or to such other address as may be specified by a party in a written notice given by certified mail or other receipted delivery service at least 15 days prior to the effective date of the change:

Author's Real Name: \_\_\_\_\_  
Pseudonym (if any): \_\_\_\_\_  
U.S. Social Security or EIN number: \_\_\_\_\_  
Full Street Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address for correspondence: \_\_\_\_\_  
Email Address for royalty payments via PayPal: \_\_\_\_\_  
Title of Work: \_\_\_\_\_  
Titles Of Any Previous Versions Of The Work: \_\_\_\_\_

[Please provide the same information on any additional authors on the last page of the Contract.]

## 12. Indemnification

The Author shall defend, indemnify, and hold harmless the Publisher, its members, managers, officers, directors, partners, employees, and agents from and against any and all liabilities, claims, demands, causes of action, damages, losses and expenses (including without limitation attorneys' fees and court costs), arising out of or in connection with (a) any infringement or alleged infringement by the Work of any patent, trademark, copyright, trade secret or other proprietary rights of any third party and (b) any breach of this Contract by the Author or the Author's heirs, permitted assigns or successors in title.

## 13. Counterparts

This Contract may be executed in any number of counterparts without all signatures on the same copy and transmitted electronically or by facsimile, each of which shall be deemed an original and taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below their signatures or on the email correspondence if using electronic acceptance of the contract, to be effective of the later date thereof.

Author's Signature: via electronic email acceptance

Date: as shown on electronic acceptance email

LINDEN BAY ROMANCE, LLC:

By: Barbara A.U. Perfetti via electronic email acceptance

Title: Managing Editor, Chief Publisher

Date: as shown on electronic acceptance email