

This PUBLISHING AGREEMENT (Agreement) between The Educational Publisher Inc., with offices at 1313 Chesapeake Ave., Columbus, Ohio 43212 (Publisher), and the author (Author) whose name and signature appear at the bottom of this agreement.

WHEREAS the Publisher and the Author wish respectively to publish and to have published the Author's work (Work) listed at the bottom of this agreement.

THEREFORE, they mutually agree as follows:

1. License of Rights

The Author hereby grants to the Publisher, during the Term of this Agreement, the nonexclusive worldwide rights to: print, publish, and sell the Work in book form; and for publicity purposes, to publish (or permit others to publish) in print or on the Internet, or to broadcast (or permit others to broadcast), but not dramatize, by radio or television, without charge, such selections from the Work as in the opinion of the Publisher may benefit its sale. The Author retains all rights not granted to the Publisher in writing.

2. Editorial Control

The Author acknowledges that the Publisher is not responsible for editing the Work and has no editorial control over the Work. The Author may contract the Publisher to perform formatting and design services at the cost of \$60 per hour.

3. Copyright Notice

All copies of the Work that are distributed to the public will bear a copyright notice in the name of the Author as prescribed by the applicable copyright laws of the United States of America.

4. Manuscript Submission

The Author will submit all Required Materials relating to the Work to the Publisher before the Publisher will perform any services. Required Materials are:

- The final manuscript in a form acceptable to the Publisher (including all changes and corrections)
- All image files or image hardcopies
- Any and all other materials supplied by, or agreed to be supplied by, the Author for inclusion in the Work.

Author may incur additional charges if the Work is not submitted in a format acceptable to the Publisher.

The Publisher reserves the right to refuse any submitted material for any reason at any time at its sole discretion. If the Publisher refuses to publish the manuscript submitted by the Author, the Publisher will refund the Author's payment for publishing services, but the Publisher will be under no obligation to return any submitted materials. Once a manuscript is accepted for publication and the publishing process has begun the refund policies in the Term of Agreement paragraph will apply. In no event will the Publisher be obligated to publish a work, which in its opinion violates the common law or statutory copyright, or the right of privacy of any person, or contains libelous or obscene material.

5. Fees

The Publisher's fees for services and products will be based on the current information displayed on the Publisher's website and will be due at the time of order. The Publisher may change fees, at any time, at its sole discretion. In the event that the Publisher establishes a fee based on information provided by Author, which is later revised by the Author or found to

be inaccurate, the Publisher may revise the fee and require additional payment before performing any services or delivering any products.

6. Pricing

The pricing for the Book will be determined by the Publisher after consultation with the Author. The price will be based on the number of pages in the final version, type of binding, type of print, type of materials, services rendered during the editing/setup process and any royalties or copyright fees that may be involved.

7. Date of Publication

The Publisher will publish the Work 30 to 90 days after the Submission Date.

The Author acknowledges that author review periods totaling in excess of 20 days may delay the publication of the Work to more than 90 days after the Submission Date.

The Author acknowledges that author alterations to the manuscript after the Submission Date may delay the publication of the Work to more than 90 days after the Submission Date.

In no event will the Publisher be responsible for delays caused by circumstances beyond its control.

8. Style of Publication

The Publisher will design the Work's interior layout and cover in consultation with the Author. The Publisher will, however, retain final discretion over the style and formatting of the Work, including its interior layout and cover design.

The retail price of the printed Work will be based on its page count and format and will be arrived at after consultation with the Author. Final pricing will be at the sole discretion of the Publisher.

9. Registrations

The Publisher will:

- Secure an International Standard Book Number (ISBN) for the printed Work
- Apply to have the printed Work listed in R. R. Bowker's Books-in-Print

10. Distribution

For a period of at least three years after the date of first publication of the Work, the Publisher will make the printed Work available for sale:

- On major online bookstores ([Amazon.com](https://www.amazon.com), [AbeBooks.com](https://www.AbeBooks.com))
- On the Publisher's own online bookstore

In no event will the Publisher be responsible for interruptions in distribution caused by circumstances beyond its control.

The Publisher will retain the right to print and sell the Book for a period of no less than 5 years from the signing of this agreement and will continue to pay royalties for any books sold. This right will remain in effect even if the Author opts to terminate this agreement per item 19 or opts to use another publisher for related projects.

11. No Guarantee of Minimum Sales

The Publisher makes no promises that any of its products or services will result in the sales of a minimum number of copies of the Work. The Author acknowledges that the Publisher has no control over the purchasing decisions of book buyers and is not liable to any party if sales of the Work does not meet the Author's expectations.

12. Royalty Payments

Per Book royalties shall be determined through consultation between the Publisher and the Author. Royalties will not exceed 40% of the cost of the Book.

No Royalty Copies. No royalty will be paid on copies sold below or at cost, including expenses incurred; on copies sold directly to the Author by the Publisher; or on copies furnished gratis to the Author or for review, advertising, sample, or like purposes.

The Publisher will make royalty payments on a quarterly basis to the Author. If the royalty payment due in any one quarter is less than thirty U.S. dollars (\$30), a payment may not be made, and the balance may be carried forward and added to the next quarter's royalty payment.

Share to Other Authors. If the Author has included the work of other authors in the Work, the royalty payment made by the Publisher to the Author, pursuant to earlier sections of this paragraph, will not be increased and will include the royalties due such other authors. It is the responsibility of the Author to pay such other authors the pro-rated portions of the royalties to which they are entitled.

Should the Author receive an overpayment of royalty arising from copies reported sold but subsequently returned for reason other than physical defect, the Publisher may deduct such overpayment from any future royalties due the Author.

13. Sample Copies for Author

The Author will receive 5 sample copies of the printed Work upon publication. The Publisher will ship these copies to the Author at the Publisher's own expense, using the shipping method of the Publisher's choice.

14. Author Discount

The Author may purchase copies of the printed Work from the Publisher at 40% off the Publisher's suggested list price, plus shipping and handling unless otherwise agreed between Publisher and Author.

15. Publicity

The Publisher reserves the right to publish information regarding the Author or the Work for publicity purposes. The Author will allow the Publisher to distribute promotional copies of the book free of charge, as deemed necessary by the Publisher. The Author will receive no royalties for such copies.

16. Author's Warranties and Indemnities

The Author represents and warrants to the Publisher:

- That he/she is the sole owner of the Work and of all the rights granted to the Publisher
- That he/she has not assigned, pledged, or otherwise encumbered the rights to the Work
- That he/she has full power to enter into this Agreement
- That the Work and all rights therein are free of liens, claims, or interests of any kind

- That the Work is entirely original except for portions thereof for which legally effective written licenses or permissions have been secured
- That the Work does not violate or infringe upon any personal or proprietary rights including without limitation privacy rights, contract rights, or publicity rights of any other persons or entities
- That the Work is not libelous or obscene
- That the Work does not infringe upon any statutory or common law copyright
- That any information contained in the Work is accurate, and any recipe, formula, or instruction contained in the Work is not injurious to the reader or to any other party

If any claim, action, or proceeding based upon an alleged violation of any of these warranties is made (i) the Publisher will have the right to defend the same through counsel of its own choosing, (ii) no settlement will be effected without the prior written consent of the Author, which consent will not unreasonably be withheld, and (iii) the Author will hold harmless the Publisher, any seller of the Work, and any licensee of a subsidiary right to the Work, against any damages finally sustained. If such claim, action, or proceeding is successfully defended or settled, the Author will indemnify the Publisher against the entire expense (including reasonable counsel fees) attributable to such defense or settlement.

If any such claim, action, or proceeding is instituted, the Publisher will promptly notify the Author, who will fully cooperate in the defense thereof, and the Publisher may withhold payments of reasonable amounts due the Author under this or any other agreement between the parties.

These warranties and indemnities will survive the termination of this Agreement.

17. Permission for Copyrighted Material

If the Author incorporates in the Work any copyrighted material, Publisher will attempt to procure permission to use copyrighted materials in the Book. The Publisher in no way guarantees that it will be able to procure said permission and will not be held liable if permission cannot be obtained. The cost of copyright permissions and their procurement will be incorporated into the price of the book.

18. Suits for Infringement of Copyright

If the copyright of the Work is infringed and the parties (the Author and the Publisher) proceed jointly, the expenses and recoveries, if any, will be shared equally, and if they do not proceed jointly, either party will have the right to prosecute such action, and such party will bear the expenses thereof, and any recoveries will belong to such party; and if such party will not hold the record title of the copyright, the other party hereby consents that the action be brought in his/her name.

19. Term of Agreement

This Agreement and the rights and licenses granted in the License of Rights paragraph above will extend indefinitely until terminated by either party. Either the Author or the Publisher may terminate this Agreement at any time, with or without cause.

20. Miscellaneous Provisions

Notices. Any notice given under this Agreement is deemed to have been given if deposited in the United States mail, certified postage pre-paid, addressed to either party at the locations given above, or any other addresses as hereafter provided by either party.

Arbitration and Governing Law. The laws of the State of Ohio will govern this Agreement. Any dispute or controversy arising under, out of, in connection with, or in relation to this Agreement, and any amendments thereof, will be determined and settled by arbitration in accordance with the rules of the American Arbitration Association. Venue for any arbitration will be in Franklin County, Ohio. Any award rendered therein will be subject to the laws of the

State of Ohio and will be final and binding, and judgment may be entered thereon in any court having jurisdiction thereof. In the event that any matter is submitted to arbitration pursuant to this paragraph, the prevailing party will be awarded its costs and reasonable attorneys' fees, including costs and reasonable attorneys' fees associated with collection.

Severability. If any provision of this Agreement or the application thereof to any person or circumstance will be held by a court to be unenforceable to any extent, the remaining provisions, and this Agreement and the application thereof, will not be affected and will be valid, legal, and enforceable to the fullest extent permitted by law.

Waiver. No waiver of any breach of, or default under, any provision of this Agreement will be deemed a waiver of such provision, or of any subsequent breach or default.

Assignment. This Agreement will be binding upon and inure to the benefit of the successors, assigns, executors, administrators, and legal representatives of the parties. The written consent of the Publisher must be secured before the Author may assign this Agreement in whole or in part.

Modifications and Amendments. This Agreement may not be modified or amended except by the written agreement of the parties.

Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered by it, and supersedes any prior understanding or agreements, oral or written, with respect thereto. The parties will not be bound by any understanding, agreement, promise, or representation, whether expressed or implied, which is not specified in this Agreement.

Author

Book Title _____

Signature _____ Date _____

Printed Name _____

Responsible Party-The Educational Publisher

Signature _____ Date _____

Printed Name _____