

# Ketch Publishing Standard Book Publishing Fee: \$595

**Perfect Bound Paperback Book**

(\$300 deposit on the publishing fee is due with the signed contract.)

## Ketch Publishing provides you:

- ▶ **A custom-designed, full-color cover.**
- ▶ **25 free books** (For books up to 175 pages)  
(175-299 page books: 20 free books)  
(300-399 page books: 15 free books)  
(400-500 page books: 10 free books)
- ▶ **Interior book design; manuscript formatting and prep for printing.**
- ▶ **An officially assigned ISBN number and Bar Coding on the cover. Copyright is held by you, the author. Your publishing agreement with Ketch Publishing is a non-exclusive agreement (you could publish the same work with anyone else at any time, if such an opportunity presents itself).**
- ▶ **Your book will be listed in *Books In Print* (database for book sellers)**
- ▶ **You will get proofs to preview**
- ▶ **You will get a 50% royalty on the profit from all sales of your book made by Ketch Publishing.**



**Ketch Publishing**  
4675 N. Benton Dr.  
Bloomington, IN 47408

**(812) 327-0072**

**Allen Ketchersid**  
**allen@ketchpublishing.com**

**www.KetchPublishing.com**

**2<sup>nd</sup> Book Discount**  
**50%**

Ketch Publishing authors can publish additional books for a publishing fee of only \$300.00  
(15 free books on books of 175 pp or less)

## Author's Price on Books:

\*Author also pays shipping costs.

Book Costs To Authors	1-50 Books	51-100 Books	101-300 Books	301-500 Books
Book of 0-99 Pages	6.50	6.00	5.00	3.50
Book of 100-199 Pgs	7.50	7.00	5.50	4.50
Book of 200-299 Pgs	9.00	8.00	6.50	5.50
Book of 300-399 Pgs	10.00	9.50	9.00	8.50
Book of 400-500 Pgs	13.00	12.00	11.00	9.00

\*Greater price breaks are available for larger quantity orders.

\*Author also pays shipping costs.

**Additional Services Available:** (see last page)

**U.S. Copyright registration - \$50.00**

# Publishing Agreement

**PUBLISHER:**



**Allen Ketchersid**  
4675 N. Benton Dr.  
Bloomington, IN 47408  
(812) 327-0072

**1. License to Publish**

AUTHOR hereby grants to the PUBLISHER the **non-exclusive**, worldwide license to print, publish, distribute and sell the WORK in print form in the English language. The AUTHOR also grants to the PUBLISHER the right to make excerpts from the WORK viewable on the PUBLISHER'S Web site, or partner Web sites that have entered into agreements with PUBLISHER, in order to facilitate sales of the WORK.

**2. Term of this Agreement**

PUBLISHER'S rights extend for three (3) years. This Agreement will automatically renew for consecutive one (1) year terms, if neither party gives at least thirty (30) days advance written notice.

**3. Author's Right of Termination**

AUTHOR can terminate this Agreement effective thirty (30) days after PUBLISHER'S receipt of a written termination notice.

**4. Publisher's Right of Termination**

Upon giving thirty (30) days advance written notice, the PUBLISHER may terminate publication of the WORK without cause, at which point the rights to the WORK immediately revert to the AUTHOR. If such notice is given prior to publication of the WORK by PUBLISHER, in such event PUBLISHER will refund all amounts paid by AUTHOR to PUBLISHER, and neither party will have any further obligations to the other. The PUBLISHER 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.

**5. Royalties to Author**

**(a) In Print Format**

On all sales by PUBLISHER of printed copies of the WORK in the paperback format, the PUBLISHER will pay the AUTHOR a royalty equal to **fifty percent (50%)** of the profits actually made from the sales of the WORK (Profit equals the gross sales amount less the actual production costs, which will be noted on the royalty payment report. Royalties will not be paid on copies provided free of charge for PUBLISHER'S marketing purposes or on copies sold to the AUTHOR.

**AUTHOR:**

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

\_\_\_\_\_  
(Author Social Security No. - *needed for royalty payments*)

**MAILING ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_

**PHONE:**

\_\_\_\_\_

**EMAIL:**

\_\_\_\_\_

**TITLE OF WORK TO BE PUBLISHED:**

\_\_\_\_\_

## 6. Royalty Payments to Author

PUBLISHER will make royalty payments at the end of the year to the AUTHOR within sixty (60) days of the end of the year.

## 7. Publishing Fees

**AUTHOR will submit a \$300 deposit on the publishing fee along with a signed copy of this agreement.**

**The publishing fee for this agreement is five hundred ninety five dollars (\$595).** Checks can be made out to “Ketch Publishing.” Payment of the publishing fee can be made by credit card by phone (812-327-0072).

**The AUTHOR will receive free books:**

- For books up to 175 pages: 25 free books
- For books of 175-299 pages: 20 free books
- For books of 300-399 pages: 15 free books
- For books of 400-500 pages: 10 free books

**AUTHOR may publish additional books for a publishing fee of only \$300.00** (15 free books on books of 175 pp or less).

## 8. Publication

PUBLISHER intends to publish the WORK within ninety (90) days after receipt of all required materials relating to the WORK, but in no case later than one hundred eighty (180) days after the receipt of all the required materials relating to the WORK. If the PUBLISHER 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 the PUBLISHER to make the WORK available within thirty (30) days. If the PUBLISHER does not do so, this Agreement shall terminate and all rights herein granted shall revert to the AUTHOR.

## 9. Publication Format

PUBLISHER shall publish the WORK in print and e-book editions. The AUTHOR will elect a particular book size and binding style from the options offered by the PUBLISHER. Upon completion of the manuscript files, the PUBLISHER will furnish the AUTHOR with a book pricing scale for books produced for the author.

PUBLISHER shall follow AUTHOR’S suggestions for the **interior design** of the WORK where practicable provided AUTHOR complies with PUBLISHER’S interior design guidelines.

PUBLISHER shall follow AUTHOR’S suggestions for the **custom-designed cover** of the WORK, provided AUTHOR complies with PUBLISHER’S cover design guidelines. Publisher will provide AUTHOR with a custom-designed, four-color cover for the WORK. AUTHOR may reject up to four unique cover design proposals from PUBLISHER before incurring any additional cover design fees. Additional cover design fees are set at \$100 per additional unique design proposal.

In all other respects PUBLISHER shall determine the details of publication, including the appearance, minimum retail price, production and manufacturing of the WORK.

## 10. Author Proof

PUBLISHER will provide the AUTHOR with a proof copy of the WORK before production of the book order takes place. The AUTHOR shall have twenty-one (21) days to proof the WORK. The AUTHOR shall use reasonable efforts to accomplish this and it is understood by the AUTHOR that the PUBLISHER may terminate this Agreement in the event the AUTHOR does not provide the required proofing feedback. If the PUBLISHER terminates publication due to a lack of required feedback from the AUTHOR, the PUBLISHER shall not be required to refund any submission payments, or return the submission package or WORK.

## 11. Copyright and Title Registration

PUBLISHER 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 and e-Book version of the WORK.

Publisher will register the work with the U.S. Copyright Office for **an additional fee of \$75.**

**Check here if you want the Publisher to register the copyright. ►**

## **12. Title and Author Information**

The PUBLISHER may post pertinent information regarding AUTHOR or the WORK on PUBLISHER'S Web site. The information may include elements of the title submission package, such as the author biographical sketch and description of the WORK. The PUBLISHER may also post additional information that may help promote the AUTHOR or WORK.

## **13. Publisher Bankruptcy**

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

## **14. Author Warranties**

AUTHOR represents and warrants the following to the PUBLISHER: (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 the PUBLISHER 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 the PUBLISHER, 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.

## **15. Indemnification**

AUTHOR agrees to indemnify and hold harmless the PUBLISHER, 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 14 above, but the AUTHOR shall not be liable for any matter inserted in the WORK by the PUBLISHER 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 PUBLISHER 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, the PUBLISHER 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.

## **16. 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 specified below and to PUBLISHER'S addresses displayed at PUBLISHER'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.

## **17. Copyright Infringement**

If during the term of this Agreement the copyright in the WORK is infringed, AUTHOR hereby authorizes PUBLISHER, at PUBLISHER'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 PUBLISHER for its expenses incurred in such litigation and thereafter any remaining balance shall be divided equally between PUBLISHER and AUTHOR. PUBLISHER shall have no liability to AUTHOR if PUBLISHER elects, in its sole discretion, not to commence such an action. If PUBLISHER 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 PUBLISHER.

## 18. General Provisions

This Agreement shall be governed by the internal laws of the State of Indiana as a contract fully executed, without regard to conflict of laws rules, and shall be binding upon the heirs, executors, administrators and assigns of the AUTHOR and upon the successor and assigns of PUBLISHER. Any assignment by AUTHOR without the PUBLISHER'S prior written consent, such consent not to be unreasonably withheld, shall be null and void. PUBLISHER 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 AUTHOR:

By PUBLISHER:



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(Signature of Author)

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(Allen Ketchersid, Ketch Publishing)

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(Date Signed)

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(Printed Name of Author)