

**Pen & Publish, Inc.**

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***Book Design and Formatting Letter of Agreement***

This **Letter of Agreement** must be completed, signed and returned before Publisher can schedule or begin this work-for-hire job.

Publisher agrees to provide professional graphic artist services to book printer specifications provided by Author or Author designated printer. Estimated time is four (4) weeks, or as agreed upon, from receipt of all materials from Author, not including Author review time.

Author agrees to provide suitable Microsoft Word or Rich Text Format text files and JPG graphic files, and review PDF proofs and provide specific corrections to Publisher in a timely manner.

Date:

Name of Author/Client/Company:

Address:

Phone:

Email:

Author or Name of Person Commissioning Work:

Book or Project Title:

Author's Representations and Warranties. Author represents and warrants to Publisher, upon which representations and warranties Publisher is specifically relying in entering into this Agreement, that Author has the authority or permission to publish the entire content of the Work, including copyright and other rights to the underlying content; and Work content does not defame or impinge on the rights of another in any way. Author shall hold Publisher harmless from and indemnify Publisher against any and all claims or demands arising out of a breach of these representations and warranties, including attorney's fees.

## TERMS

1. **RIGHTS:** All rights to the Work not expressly granted to the Publisher remain with the Author. Publisher is granted the right to retain all electronic files and other preliminary materials for further use by Author.
2. **PAYMENT:** Author shall pay Publisher forty-five dollars (\$45) per hour for all services performed to prepare and market Work for publication in print and electronic formats chosen by Author. Author shall pay a deposit of five hundred dollars (\$500) upon submission of Work. Author shall pay any balance due within fifteen (15) days of final proof approval and receipt of invoice, and before Publisher provides final electronic files to Author or Author designated printer. A two percent (2%) monthly service charge will be billed against late payment.
3. **ADDITIONAL EXPENSES:** Any art or graphics purchased at Author request by Publisher to complete the Work will be paid at cost plus ten percent (10%) or Author may purchase required graphics direct and provide to Publisher. Any shipping charges incurred by Publisher will be added to the final invoice. Author agrees to reimburse Publisher for any additional expenses which have been approved in writing, including email replies, by Author.
4. **CANCELLATION AND KILL FEES:** Cancellation (“kill”) fees are due based on the hours of work completed. One hundred percent (100%) of the total hourly fee and other expenses incurred are due despite cancellation or postponement of the job by Author. Upon cancellation or kill all rights remain as stated above in Term 1 RIGHTS.
5. **ORIGINAL ART:** Original art, meaning paintings or drawings, remains the property of the creating artist unless expressed in the agreement.
6. **PERMISSIONS AND RELEASES:** Author agrees to indemnify and hold the Publisher harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Author for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.

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Author or authorized signature of responsible party

Date

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Publisher signature

Date