

Publishing Services Agreement



Publishing Consultant Agreement

*You must agree to all terms before continuing.

- Yes, I have read the Manuscript Preparation Guidelines and will prepare my manuscript according to them. *located on our website at <http://www.xulonpress.com/downloads/pdf/XulonGuidelines.pdf>.
- I understand that when I submit my manuscript to Xulon Press, it will be in its complete, final, edited, and proofread form. It is ready to publish. Any changes (after the first round of up to 20 simple changes) that I ask to be made after submission (and before the work is "printable") will be for an additional fee. Each round of such corrections shall add 2-3 weeks to my work's production schedule. *Please note current fees are \$50 for each round of text corrections, plus \$2 per simple correction. These prices are subject to change.
- I understand that Xulon shall design a back cover using a standard template. The back-cover design will coordinate with the front-cover design but may not utilize the same colors and design elements as on the front cover. The back cover text submitted will be used for marketing purposes on our distribution partners websites and on our online bookstore (according to the package you purchased).
- I understand that Xulon shall design 1 cover design for the work, (2 cover designs if I have purchased the Elite program). And Xulon shall design/typeset one interior for the work. Additional cover designs and work interior designs shall be produced for the author at their request, and for an additional fee. Please note the current fee is \$300 per additional cover design. This price is subject to change. Work interior reformatting will vary by page count.
- I understand that the written agreement I have just reviewed contains the sole and entire agreement between me and Xulon Press and shall supersede any and all other prior agreements, whether verbal or written.
- Yes, I have read and accept all the terms of the Publishing Agreement.
- I understand that if "Google Preview" is part of my publishing program, a small portion of my work will be available for potential buyers to review online. By NOT selecting this box, I am opting OUT of the Google Preview program.



Publishing Consultant Agreement

Author Right to Ownership

The Author promises to deliver to Xulon Press a complete and final manuscript within 365 days of establishing this agreement with Xulon Press. The Author grants to Xulon Press limited, nonexclusive rights to print the Work (all Programs), and to establish distribution for the Work. This includes the right to promote and sell the work on behalf of the author through channels like Amazon, Google, or others currently described in the Premium, Best-Seller, or Elite publishing programs. Xulon Press acquires no right of ownership to the Work under this agreement and the Author shall own full and complete copyright to the Work.

Term and Termination

The Author may enter into another publishing agreement for this Work at any time. The Author may terminate this agreement at any time in writing, by letter (See "Notices" below). Once the manuscript is submitted, there can be no refunds. For Author-terminated submissions that include payment and agreement, but which do not include the submission of a manuscript, Xulon Press shall offer partial credits or refunds of total amount paid by the Author, based on percentage as follows:

75% credit or refund if terminated in 30 days or less (remaining 25% applied to Pre-Production Management Service); 65% credit or refund if terminated between 31 and 60 days (remaining 35% applied to Pre-Production Management Service); 50% credit or refund if terminated between 61 and 100 days (remaining 50% applied to Pre-Production Management Service). No credit or refund after 100 days.

In the event the author does not sign off on and authorize completion of the Work, within one year of the date this agreement was received by Xulon Press, this agreement shall become null and void. Xulon Press shall notify the author in writing of such termination 30 days prior, upon which the author shall have 30 days to authorize completion of the work. After 365 days, Xulon Press shall have no further obligation to perform any publishing services.

Xulon Press Reservation

Xulon Press conducts no formal review of the contents of any work before production. We reserve the right to terminate or assign an alternate imprint to works that we find and deem to contain: offensive material, libelous statements, graphic sexual content, graphic violence, profanity, New Age, cultic or occultic content that is not consistent with traditional Christian belief and practice, or content that infringes on the copyright of another. Xulon Press may also terminate this agreement if, after submission, the work is found to contain such material. Should Xulon Press cancel this agreement on these grounds, authors may qualify to receive a partial refund of submission fees minus \$250 Consultation/Review Fee IF their work has not yet entered Production. There shall be no refund for works that have entered Production and found to contain



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such material. As such, works assigned an alternate imprint shall not be marketed or promoted in any way under the Xulon Press name and/or logo.

Distribution

Xulon Press intends to prepare the Work for on-demand distribution within ninety (90) days of the date of this Agreement, but the Author acknowledges that the production process may exceed that time period due to circumstances beyond its control or in the event the Author makes excessive changes to the manuscript after it has been submitted. Authors should NOT schedule book signings or other special promotions until they have their printed FREE work(s) in hand. Distribution is not available for the BASIC PROGRAM.

Author Warranties

The Author guarantees he/she is the sole owner of the Work and has the full authority and right to enter into this agreement. The Author guarantees the Work is original and does not infringe upon any laws or rights, and that the Work is not libelous, plagiarized, or in any other way illegal. If any portion of the Work is fictitious, the Author guarantees it does not represent any real event or person in a way that could be deemed libelous. Xulon Press assumes no responsibility for reviewing the editorial content of the Work.

Terms of Sale

The Author is not required to purchase copies of the Work. The Author may purchase copies of the Work in any quantity. Orders must be paid for with check, money order, or credit card at the time the order is placed. Retail prices and discounts are posted on the Xulon Press website and are subject to change. The Author may not cancel or otherwise alter an order after it has been placed.

Royalties

Xulon Press shall pay the Author a royalty for each copy sold, minus returns. The royalty rate for copies sold to bookstores is 100% of net receipts. The royalty rate for other sales is 75% of net receipts. Net receipts are defined as the total amount of money Xulon Press receives for sales, minus manufacturing costs. Authors shall receive no royalties on copies they purchase. Royalties are paid quarterly (four times a year). The royalty's payment schedule is as follows: February, May, August, and November. If author's royalties does not exceed \$25 in any royalty period, Xulon Press reserves the right to hold such royalties on account until a minimum \$25 royalty payment has been reached. If a royalty advance has been paid, additional royalties will not be distributed until the author's royalty account has achieved a positive balance. Royalties are not paid for the BASIC PROGRAM.



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Cover Design

Xulon Press will design 1 work cover for the Author for the Basic, Premium, and Best-Seller Programs, and 2 work covers for the Elite Program. The designer will read from the work summary and then design a cover they feel will best market the Work. Authors with a specific drawing, illustration, or photograph in mind should include it with manuscript submission. If possible and if considered effective in marketing the work, in the judgment of the designer, he or she will incorporate the image in the cover.

Xulon Press will consider Author suggestions but does not guarantee it can perform any unusual or custom requests or that it will follow Author's design direction. The Author acknowledges that Xulon Press does not create original drawings, paintings, photographs, or illustrations.

Author also acknowledges that colors viewed on a computer monitor or hard copy printed from a computer printer may not reflect the actual colors on the final printed work. Further, the Author acknowledges that cover color may vary between print runs. Since work cover design for the work is submitted to print ("at press") only after author reviews and gives written or verbal indication to publish as is, under no circumstance shall Xulon Press refund, reimburse, or otherwise replace works printed with cover errors or color variance.

Text Format

Xulon Press reserves the right to determine the manner and style in which the Work will be formatted and typeset, using styles that are consistent with popular trade works and using a Times New Roman font. The Author acknowledges that Xulon Press does not guarantee it will perform any custom or unusual formatting requests. Since formatted text for the work is submitted to print ("at press") only after author reviews and gives written or verbal indication to publish as is, under no circumstances shall Xulon Press refund, reimburse, or otherwise replace works printed with textual or formatting errors.

Miscellaneous Fees

Author agrees to submit his/her manuscript in complete and final form (already edited, copyedited, and proofread). The Author acknowledges that Xulon Press may assess "change fees" for author-requested text changes after authors have submitted their manuscript in complete and final form. Changes can be made to covers for a fee. Fees are subject to change at any time.



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Annual Renewal Fee

All authors shall pay \$29.95 annually as a Renewal Fee (Annual Renewal Fee) on the anniversary of their "publish" date (the date when the Author's work uploaded to the press for the first time). Author will be notified via email or through Author Center that online payment is due. There will be a \$20 late fee if not paid by the anniversary date. If the annual renewal fee is not paid by the anniversary date, Xulon Press will deduct it from your royalty's statement or terminate your agreement within 30 days following the publishing anniversary.

Xulon Press Discretion

Xulon Press shall have the discretion to determine the retail price, production, format, and appearance of the Work. The format and appearance of the Work may vary between printings. Retail prices are subject to change; we will allow an increase of up to \$1 USD and 1 GBP per annum.

The Author understands that despite Xulon Press' best efforts, a service or item may be mispriced. In that event, Xulon Press will, at their discretion, notify the Author of additional payment needed to fulfill this agreement or terminate this agreement.

Damage or Loss of Materials

Xulon Press shall endeavor to care for and return any hard copy of author-submitted photographs, graphics, or artwork, but is not responsible for any damage or loss. Any work submitted on a disk including but not limited to manuscripts, photographs, or artwork will be discarded once all work has been completed. Such materials shall only be returned to the author if sufficient postage and packaging material have been supplied by the Author to Xulon Press.

Notices

All notices to Xulon Press must be sent in writing (by letter) to its office at 2301 Lucien Way, Suite 415, Maitland, FL 32751, by Certified Mail (United States Postal Service).

Complete Agreement

This written Agreement contains the sole and entire Agreement between the parties and shall supersede any and all other prior agreements between the parties. This Agreement may not be modified or amended except in writing signed by the party against whom such modification or amendment is sought to be enforced.



We make Christian book publishing fast, easy, and affordable

Welcome to Service Central.

Publishing Services Agreement



Publishing Consultant Agreement

Law and Venue

The parties understand this agreement is binding upon their heirs, executors, administrators, and assigns. The laws of the State of Florida shall govern this agreement, and its courts shall be the venue for any litigation.

Name

(Please Print)

Signature

Agreement Date
