



## **XULON PRESS PUBLISHING SERVICES AGREEMENT**

\_\_\_\_\_ I understand that Xulon Press 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 by the Author 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 Press shall design one cover design for the work and Xulon Press 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 \$299 per additional cover design. This price is subject to change. Additional Work interior reformatting will be provided to Author as a custom quote based on an hourly rate of \$99.00. 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.

\_\_\_\_\_ I understand that "Google Preview" is a part of my publishing package and 20% of my work will be randomly available for potential buyers to review online.

## **TERMS AND CONDITIONS**

### **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 such as Amazon, Google, or others currently described in the Basic, Premium, Best-Seller or Elite publishing packages. Xulon Press acquires no right of ownership to the Work under this agreement and the Author shall own full and complete copyright of 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 at our sole discretion 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 at anytime 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 \$399 Consultation/Review Fee if their work has not yet entered Production (including Editorial). There shall be no refund for works that have entered Editing, Production or have been published and found to contain such material. In Lieu of termination, Xulon Press may at its sole discretion assign the work to an alternate imprint. Works assigned to alternate imprints will not and may 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 your book files are submitted to Xulon Press, 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 publishing package.

### **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 print cost and returns. The royalty rate for copies sold is 100% of net receipts. Net receipts are defined as the total amount of money Xulon Press receives for sales, minus print and shipping costs and any applicable sales commissions. 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 do not exceed \$25 in any royalty period, Xulon Press reserves the right to hold such royalties 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.

If the author has an open payment plan for the publishing package, Xulon Press will hold royalties earned until the package is paid for in full.

Xulon Press reserves the right to deduct unpaid renewal fees or any other unpaid past due balance from author's royalty account.

Royalties are not paid to authors until a W-9 or W-8BEN is submitted to Xulon Press. Author agrees to ensure the following information is up-to-date and current: Change of Name, Mailing Address, W-9 / W-8BEN. The W-9 / W-8BEN forms are located in PDF format at [www.irs.gov](http://www.irs.gov).

### **Cover Design**

Xulon Press will design one (1) work cover for the Author. The designer will read from the work summary questionnaire 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. Cover includes up to two (2) stock images. Fees will be incurred if the author chooses additional stock images from our service providers.

Xulon Press will work from the Author's suggestions, but does not guarantee it can perform any unusual requests that are outside of our normal cover design. The Author acknowledges that Xulon Press does not create original drawings, paintings, photographs, or illustrations. The Author will receive one (1) round of cover changes and will incur fees after this one (1) round.

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 The Chicago Manual of Style guide. 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 the Author reviews and approves their file (written or verbal indication to Xulon Press), under no circumstances shall Xulon Press refund, reimburse, or otherwise replace works printed with textual or formatting errors. All Work submitted is for black & white interior formatting. Color interior Work requires a custom quote.

### **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 the cover for a fee. Fees are subject to change at any time.

### **Annual Renewal Fee**

All authors shall pay a \$34.95 annual file and distribution fee on the anniversary of their "publish" date (the date when the Author's work is uploaded to the press for the first time). Author will be notified via email and Author Center that online payment is due. There will be a \$20 late fee if not paid by the anniversary date. If the file and distribution fee is not paid by the anniversary date, Xulon Press will terminate your agreement within 60 days of the expiration date.

Xulon Press reserves the right to deduct unpaid renewal fees or any other unpaid past due balance from author's royalty account.

**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, \$1 AUS and 1 GBP per annum.

The Author understands that despite Xulon Press's 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.

**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** \_\_\_\_\_

**Birthplace** \_\_\_\_\_

**Agreement Date** \_\_\_\_\_