



PO Box 5216, Haverhill, MA 01835
978-377-0585/844-793-9324
<http://firebornpublishing.com>

Publication Contract

This agreement is entered into between Fireborn Publishing, LLC. (Publisher) and _____, writing as _____ (Author), as respects publication of the (Work), tentatively titled _____.

Grant of rights: Author grants Publisher the exclusive, worldwide right to publish and sell the Work in English language editions in the following formats: ebook and print, including collective short works from the Author in a single print edition. If print rights are not exercised within eighteen months of release of ebook version of Work, Author has the right to request return of print rights, in order to exercise them separately of the ebook version of the Work.

First Right of Refusal: If the Author produces a new work that is a sequel, serial, or is in series to the Work covered by this agreement, set in the same Author-created world (non-historical/contemporary setting) and/or using the same characters the Work covered by this agreement does, Author agrees to provide Publisher with first right of refusal for the exclusive rights to publish and distribute the subsequent work. Such first right of refusal would be required to be contracted at the same contract offered on previous Works in the series/serial or better. If the publisher does not accept for publication the additional work within 90 days of submission to Publisher, the Author will be considered to have met the requirements of the first right of refusal and will be free to publish said work with another publishing venture or to self-publish it without encumbrance. Author may ask permission of Publisher to include a short work in the world/containing the characters of Work in an anthology or for charity. Publisher will make all attempts to accommodate such requests.

Authors are Subcontracted Workers and are not bound by a no-compete clause, with exception of the First Right of Refusal.

Author Warranties: Author represents that:

Author is the sole owner of the Work, maintains copyright of said work, and there are no liens on the work by another person or entity.

The Work is original and does not contain unlawful content, including but not limited to copyright infringement, defamation of another, or unlawful sexual content. The work also does not contain incitement to crime of any sort.

The Work is not in the public domain. Neither has it been offered as a free read in the past. If portions of it have been so offered, Author guarantees that the work has been significantly altered and/or expanded, so as to make Work a new work of fiction.

If the Work is a re-issue/previously-published Work, Author agrees that all contractual ties on Work have expired, all rights have returned to Author, and will provide documentation of that, upon request. Work is not currently contracted to any other person or entity, save cases where this has been disclosed to Publisher, and Author has the rights and power to enter into and carry out the terms of this agreement, under applicable laws.

If Author is a minor and not emancipated, a parent or guardian must sign the contract, in addition to the Author signature. Due to US laws, Fireborn Publishing will not publish sensual or erotic work written by a minor.

If the work is ghost written, Author of note has contracted with ghost author and will disclose any agreed-upon acknowledgements to be included on the site and on the copyright page, if any.

If the work is a contributor work/anthology, Representing Author/Editor has properly identified all contributing authors, as agreed upon between the contributors. Representative has further contracted with authors involved for rights to act as representative for the group and to collect group royalties.

The Author agrees to defend, indemnify, and hold Publisher harmless from and against reasonable liabilities and costs (including reasonable costs of investigation and any settlements approved by Author) arising from and resulting from any breach of the aforementioned warranties.

Responsibilities: Publisher will obtain and assign an ISBN for ebook and print copies of the Work and will maintain ISBN as formal identification of the Work.

Publisher will provide cover art for the Work, at Publisher expense. Works under 20,000 words in length will have a Flash Fiction or Special Call cover. Works longer than that will be issued an individual cover. Publisher uses a Book Information Form and will take Author suggestions on cover art and blurbs, as well as genres and content advisories, into account when designing cover and sale page. Publisher will consider using cover art brought in by Author, based on content, art specs, and applicable licenses on the art. Publisher does not guarantee to use Author-provided art.

Book covers produced by Publisher artists are property of Publisher, in the case of Flash Fiction or Special Call covers, or intellectual property of the cover artist and licensed property of Publisher, in the case of other covers. Authors are not permitted, by contract, to sell items with cover art supplied by Publisher on it. When Author/Publisher Publication Agreement terminates, art reverts to Publisher or Cover Artist. Author may not use Publisher-supplied cover art after termination of this agreement and must remove said art from online sources, wherever possible. If Publisher releases print rights back to Author, Author may not use Publisher-supplied ebook art on the print version of the book, either self-published or on print copy of the Work published with another publishing venture. Author may not use Publisher-supplied cover art on an Audio version of the Work, translation of the Work, or other non-Publisher version of the Work. Author may use cover art for reasonable promotional efforts, without

hindrance, during the agreement term, including printing on items to be given away or worn by Author or others.

Publisher will provide editing and proofreading, at Publisher cost, for the Work. Publisher will not make substantial changes to Work without Author agreement, but Publisher does retain final decision on edits, as per the editor in chief's office. Publisher may make changes for spelling, grammar, punctuation, and format without Author approval. A final formatted copy of the work will be provided to Author for Author's files. Editor will additionally help Author edit blurbs for use on site and in distribution.

Publisher will further provide, at Publisher expense, formatting, conversion, and distribution of Work. Publisher distributes Work to a variety of distribution channels and is open to the suggestion of a wider range of them from Authors. Publisher is not bound to accept further distribution Publisher feels is not in the best interests of Author or Publisher. Publisher is limited to the rules of distribution set by distribution channels. If a distribution channel will not take certain content, Publisher will inform Author as soon as possible that the Work cannot distribute to a certain distribution channel. If the distribution channel changes their standards, Publisher will let Author know as soon as possible after being notified of the change. Should the Publisher deem a distribution channel is injurious to the best interests of Author and/or Publisher (non-payment of royalties due, excessive returns, etc.), Publisher may, at its discretion, remove Work from the distribution channel. Publisher will notify Author of such change as soon as possible.

Publisher has final approval on the title of released Work. Publisher will attempt to use title chosen by Author, if at all possible. When a title must change, Author will be permitted to suggest alternate titles. Use of a subtitle to keep original title is allowed by Publisher policy, if the title initially suggested is already in use by Publisher.

Publisher will send ARC copies to review sites. Author is also free to do so, though Publisher asks that author not double Publisher efforts in this regard. Author will share professional reviews received with Publisher's marketing director (PMD), and PMD will share the same with Author.

Publisher will set the retail price (cover price) of the Work, as per Publisher standards for pricing. Publisher reserves the right to offer sales of the Work, in order to stimulate sales, or to raise or lower prices, to remain competitive in the market. Publisher agrees not to "gut the price" of Author works, to adversely affect Author royalties with deep mark-downs of sale price.

Royalties: Publisher will pay author a royalty, in US Dollars, of 40% of net received on sales of ebooks and print titles, less returns of print titles. Net is defined as the actual money received from the cart system or from third party distribution channels on sale of the Work. Print sales will, naturally, include the printing cost in the portion the third party distribution channel takes from sales.

Publisher will provide Author with quarterly royalty statements, detailing money received on sales of Work from all distribution channels during the quarter. Payment of Author royalties and delivery of said statement will occur no later than the 15th of the months of February, May, August, and November, covering the preceding quarter.

US Authors will have a choice of payment by check or by PayPal. Authors outside the US are required to be paid by PayPal. If check is chosen method of payment, Publisher will mail checks by the royalty due date. If direct deposit becomes available at a later date, Publisher will offer this option to Authors at that time.

Author has sole responsibility for payment of taxes due on royalties received. US Authors will be issued a 1099, as Fireborn Publishing, LLC. is a US-based company.

Should the Author die, Publisher will continue to pay royalties to the Author's heirs, beneficiaries, or assignees. Publisher urges all Authors to have a clear will of rights notarized and in place to facilitate prompt delivery of royalties to the correct party. Such paperwork will have to be submitted to Publisher before royalties can be released to the applicable party. Alternately, Author can supply this information to Publisher in the form of an advance directive for payment, with a notarized copy of said form.

Author must notify Publisher of all changes of address, email address, taxpayer identification number, PayPal email address, or phone number. Publisher maintains a form for changes of information, for this purpose. If Author doesn't notify Publisher of changes, and changes result in bounce-back of royalty payment, Publisher is authorized to hold royalty payment until such a time as information is updated. Publisher shall not be penalized for holding payments that cannot be delivered, until proper information is supplied to facilitate a second attempt at payment.

Publisher will hold any royalty amounts less than \$10 in a quarter, until such a time as royalties owed exceed that amount at a quarterly payment. Publisher will then remit the full amount due to Author. Even if Author has royalties of less than \$10 due and held for future payment, Publisher will provide Author with a quarterly royalty statement, detailing money due.

Term of Agreement: This agreement shall commence on the date of signing (the latter date, if the two parties sign on different dates) and shall continue for two years after the last release date for Work. In other words, if the ebook of Work releases, and the print releases nine months later, the contract shall terminate or come up for renewal two years after the release of the print copies of Work.

Thereafter, the contract shall renew, month-by-month, unless one party notifies the other of intention to terminate this agreement at least 30 days before date of termination.

In the case that either party commits a breach of the terms of agreement, the other party must notify the party in breach by certified mail or by receipted email. The notified party then has 90 days to correct the breach. If said breach is not corrected within that period of time, the agreement may be severed by the injured party, in which case, all rights revert to the Author. Whether the agreement is severed or not, at the 90 day mark, the injured party may seek legal recourse.

The publisher shall have the right to terminate this agreement with cause immediately, if the Work has not yet released for sale. If the Work has released for sale, the Publisher shall have the right to terminate with 30 days notice. In case of termination before the end of natural agreement term (two years from last release), edits done on Work remain property of Publisher and cannot be used without Author payment of \$3 per 1000 words of finished Work.

Publisher will release the book for sale in a reasonable length of time from the time of signing of the contract. The tentative release date for this title is _____. If Author has performed all his/her duties, according to the contract, and Work has not released more than 90 days after tentative release date, Author has the right to request return of rights and dissolution of this contract, with no penalties.

Upon termination of this agreement, for any reason, Publisher will remove Work from listing on the Publisher web site and further from all other distribution channels. Stock of print books already in the market will continue to sell until exhausted, whether sold by the publisher or sold by third party channels and used book stores. If these copies are sold by Publisher, Author will receive royalties due from them. Similarly, Author will collect all royalties still outstanding, as they come due.

Other Warranties and Agreements: Author has exclusive rights of the use of Author name and/or pseudonym listed in conjunction with Work; Publisher has no exclusive rights of use of Author names. Publisher may use Author pseudonym in promotion of Work, during the duration of this agreement, and may use Author legal name for legal filings of taxes and in court proceedings. Publisher will only publicly release Author name when required in the course of legal proceedings.

Author owns characters and world building and controls their use in series, serials, and sequels of Work, whether that work is published by Publisher under first right of refusal, published by another publishing venture, or self-published by Author. Publisher will have non-exclusive rights to use excerpts of Work for promotion. Author agrees to use no more than the first one-third of Works less than 10,000 words in length as excerpts, for the purposes of promoting the Work. Author agrees to use no more than the first 10% of a longer Work for the same. Author can use characters as interviewees and in other non-story promotions, at their discretion. Author agrees to share links to said promotion with Publisher's marketing director, for additional promo through Publisher.

While Author is bound by agreement with Publisher, Author has permission to display Publisher logo, banners, and name on Author online media, for promotional purposes. Said permissions does not give Author rights to Publisher logos, banners, name, trademarks, or service marks. Author shall not display or use Publisher name, logos, or banners in such a manner that they are defaming or otherwise causing harm to Publisher and will remove such when contacted by Publisher or their legal representative about the matter.

Author will provide Publisher with a bio for promotional use. A digital photograph of author in no larger than 400x600 72dpi can also be displayed at author's discretion. Web site links, social media links, and email readers can use to reach Author can be displayed, at Author discretion. If Author so chooses, Author can include a list of awards won and a back list of titles, both with Publisher and published elsewhere in the back matter of published Work.

Publisher will make every effort to maintain a functional and attractive web site. Publisher will make every effort to maintain off-site servers to keep web site working properly. In the case of natural disaster or power outage at the server site, Publisher cannot be held liable for server down time. Publisher will endeavor to keep readers, staff, and authors informed when such events occur, utilizing social media connections and email accounts not attached to servers.

Publisher will provide Author with five copies of Work in ebook and print, if Work is available in each. In the case where Work is co-published, Publisher will split the Author copies between contributing Authors. Authors may use said copies for their personal shelves, to give away, or to use for contests. Authors will also be given ebook ARC copies, in case they wish to contact reviewers directly with them. Author may not make faux print copies for contests without permission of Publisher and will not make faux print copies when print has been released of the Work by Publisher.

Author may elect to purchase additional copies of print books at a discount that approximates purchasing books at printing cost, plus shipping of books and taxes due. Publisher shall make possible said purchases. Author is never required to purchase anything Author does not wish to. Neither is Author expected to pay Publisher, unless Author elects to join in Publisher-sponsored marketing events.

The Author shall have the right to examine or have examined by a licensed professional the accounts dealing with Work with 90 days notice delivered to Publisher. In the event that errors in reporting by Publisher are found to be less than \$500 in favor of the author, Publisher shall remit said corrected payment to Author within 60 days of audit, but Publisher shall not be responsible for audit charges expended by Author. In the event that errors in reporting by Publisher are found to be more than \$500 in favor of the Author, Publisher shall remit said corrected payment to the Author within 60 days and shall further pay reasonable audit charges. Should no reporting errors be found or reporting errors be found that favor Publisher, Author will pay for audit charges.

Copyright Infringement: At Author's discretion, Author may register for copyright protection in whatever jurisdiction applies, at Author's expense. Author grants Publisher permission to act as Author's representative in sending DMCA take-down notices. Publisher may, at Publisher discretion, initiate legal proceedings should evidence arise that a third party is infringing on Work contracted to Publisher. In such a case, Author and Publisher may sue jointly or separately and shall give notice to the other party, if individual chooses to file claim. Publisher shall not be held liable for failing to take action upon a case of infringement. If the Publisher and Author co-sue or the Publisher sues alone, any award from the case will first be used to pay fees associated with litigation, and shall then be split between Author and Publisher as royalties from sales would be. If the Author files suit alone, all awards are the Author's alone and Publisher has no hold on them.

Insolvency of Publisher: If Publisher files for bankruptcy, all rights included in this agreement shall immediately revert to the Author. Author should be aware that US Bankruptcy law does allow Trustee to petition the courts to hold this agreement as asset of Publisher. If Publisher files for reorganization, Author and Publisher may agree to continue this agreement at the same or revised terms. Author is not required to do so.

Publisher will endeavor to operate continuously. If loss of server or other unforeseen event suspends web service in excess of 30 days, rights on Work will revert immediately to Author, upon Author request. If Publisher is ordered to suspend operations for legal reasons, all rights will immediately revert to Author. If Publisher is allowed to continue operating at a later date, Publisher and Author may agree to reinstate this agreement or to continue their association with a modified agreement.

Assignment: Publisher may sell the company or assets of the company, at Publisher's discretion, including this agreement, without Author's written consent to the sale. In such a situation, Author agrees

to look to the assignees/successors for fulfillment of all duties and responsibilities herein assigned to Publisher. Assignees/successors will be responsible for all parts of agreement formerly attributed to Publisher, including date of termination of agreement, unless Author agrees to an alternate agreement with assignees/successors. Assignees/successors have no right to change the agreement contained herein without such agreement of Author to the changes.

Confidentiality: Author will not share any Publisher information with third parties, including but not limited to details of business plans and inner workings of Publisher. Doing so may result in legal action and in termination of all agreements with Publisher. Author will not take communications from Publisher's internal lists and groups and post them publicly, whether those communications come from Publisher or from other list members, without permission of the poster. Doing so will result in moderation on or removal from said groups and may further result in termination of all agreements with Publisher and possible legal action.

Similarly, Publisher will keep confidential the personal information and posts of Authors, save in cases where the information is part of legal proceedings and searchable in the court documents.

Laws and venue: This agreement is the sum total of all promises and warranties between Author and Publisher. Author and Publisher are not bound by any warranties not stated in this agreement. This agreement supersedes any previous agreements and cannot be modified, save by written and signed addendum or rider to this contract or by issuance of a new contract. Upon signing, this agreement is absolutely binding and shall inure to the parties of the agreement, their personal representatives under the law, heirs, or assignees.

This agreement is legal and binding in all countries, and the parties agree to be legally bound by it. The Publisher is a LLC under the laws of Massachusetts. The laws of MA and any pertinent federal laws govern this agreement. In the case of dispute, this case shall be brought to the state or federal courts of MA for resolution. Upon agreement of both parties, the dispute may be brought to a licensed arbiter instead.

Signed for Author: Author's legal name _____ Author's pseudonym, if applicable _____ Author's primary email address _____ Author's secondary email address _____ Author's Street Address _____	Signed for Fireborn Publishing, LLC. Dawn M. Leeper administration@firebornpublishing.com PO Box 5216 Haverhill, MA 01835 844-793-9324/978-377-0585 EIN# 465506653 Publisher Signature: _____
---	--

City, State/Prov, Zip, Country _____	
Author's phone number (cell or home) _____	
Author's SSN, ITIN, or EIN (for incorporated authors) _____	
Author's Signature _____	

Signatures: In witness thereof, Author and Publisher have executed this agreement on the day and year below. If either party have electronic signatures, such signing and electronic delivery thereof will be considered legal and binding, under the law, sufficient to provide the prerequisite execution of this agreement. Date of agreement shall be the latter of Author or Publisher, if they are not the same date.

SAMPLE