

BOOK PUBLISHING AGREEMENT

This Publishing Agreement is entered into as of [DATE] between Bad Moon Publishing LTD , (“Publisher”) and Sean Bibby , (“Author”).

Author wishes to publish his/her work (“Work”) through the Publisher.

1. License to Publish

Author grants the Publisher non-exclusive and worldwide license to publish, store, use, transmit, distribute and sell his/her Work in print and electronic form in all languages throughout the world.

2. Term

The license for the Work shall extend for one years after the Work’s first release date. The license will automatically be renewed for consecutive one year(s) terms if neither party gives at least thirty (30) days advance written notice transmitted via electronic or standard mail prior to the end of the current term.

3. Royalty Payments

On all sales of the Work, Publisher shall pay the Author twenty percent (20 %) of net receipts. Net receipts are the payments that Publisher actually receives from sales of Work, less any distribution charges, returns, taxes, credit card facilitation charges, shipping and handling charges. No royalty shall be paid to copies sold to the Author.

Publisher shall pay Author all royalties earned, on a monthly basis, within thirty (30) days of the end of each calendar month in which the Author earned a royalty.

Author’s Share of Revenue from Licensing of Rights.

The Publisher shall credit the Author’s account with a royalty equal to 50% of all Net Revenues actually received by the Publisher for the exploitation or disposition of any and all rights in the Work by third parties under license from the Publisher.

4. Submission Guidelines

Author shall follow all submissions procedures as reflected on Publisher’s website.

5. Submission Acceptance

Publisher reserves the right, in its sole discretion, not to accept a submission upon receipt.

6. Publication

Publisher intends to market, sell and distribute the Work within twenty one (21) days upon Author's approval of the first proof copy.

7. Publication Format

Publisher and Author mutually agree on the Work's retail price and format. The retail price should follow generally accepted publishing industry guidelines.

8. Author Warranties

Author represents and warrants the following to Publisher:

- (a) Author is the sole owner of the Work (this includes manuscript, pictures, images, drawings and any other materials submitted to Publisher) and has the full power, authority and right to enter into this Publishing Agreement;
- (b) This Agreement does not conflict with any other contracts, understandings, or arrangements between the Author and any other person or entity;
- (c) 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;
- (d) The Work as submitted, and its publication by 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 and entities;
- (e) The Work and all the rights in Work are free of liens, claims, interests or rights in others of any kind;
- (f) Publisher shall not have any legal responsibility for Author's Work;
- (g) 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 third person;
- (h) All information submitted to Publisher is entirely accurate to the best knowledge of the Author.

9. Indemnification

Author agrees to fully indemnify, defend and hold harmless Publisher and its affiliates from and against any losses, lost profits, damages, liabilities, judgments, awards, decrees, settlements, or expenses (including without limitation, reasonable solicitors 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 above, but the Author shall not be liable for any matter inserted in the Work by Publisher or its licensees. All warranties and indemnifications made by the Author herein shall

survive termination of this Publishing Agreement or any license under 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 license or warranties to in connection with the production, dissemination, transmission, promotion, publication, or distribution of the Work or the exercise of any rights in the Work or derived from the Work.

10. Copyright Infringement

Publisher shall have the right to commence action for copyright infringement based on the rights granted under this Agreement.

11. General Provisions

This Agreement shall be governed by the laws of the UNITED KINGDOM, and all parties consent to venue and jurisdiction in the courts of the UNITED KINGDOM to adjudicate any and all claims arising out of this Publishing Agreement. This Agreement may be modified by Publisher giving 30 days notice to the Author of the proposed change. If Author does not agree that such change is in the best interest of all parties, the Author may promptly terminate this Publishing Agreement.

By completing the following and submitting the required materials, the Author agrees to all the terms and conditions in this Publishing Agreement.

Author: Sean Bibby

Publisher: Bad Moon Publishing LTD

Title of Work:

Title of Work:

Date Signed:

Date Signed:

Signature:

Signature: