



# New Harbor Press Publishing Contract

## 1. Parties

This publishing agreement is entered into between New Harbor Press, 1601 Mt. Rushmore Rd. Ste 3288, Rapid City, SD 57701 ("PUBLISHER"), and George Washington, 1000 Apple Tree Lane, Mt. Vernon, VA 22309 ("AUTHOR") concerning the work presently titled "Why I Want To Be President" ("WORK").

## 2. License to Publish and Distribute

### *(a) In Print Format*

AUTHOR hereby grants to PUBLISHER the non-exclusive, worldwide license to print, publish, distribute and sell the WORK in print form.

### *(b) In eBook and Audio Book Format*

AUTHOR hereby grants to PUBLISHER the non-exclusive, worldwide license to use, reproduce, modify, distribute, transmit and store the WORK, in whole or in part, and any compilations and collective works that include all or part of the WORK, in the eBook and/or audio book format.

### *(c) Distribution*

AUTHOR grants PUBLISHER a non-exclusive, worldwide license to copy, store, print, use, modify, publish, distribute, transmit and sell the WORK, in eBook or print format through any distribution channels, including online or electronic distribution channels.

### *(d) Other Rights*

All rights not expressly granted to PUBLISHER are reserved to AUTHOR.

## 3. Term

This Agreement shall keep the WORK in distribution and available for purchase for one (1) year. Author may extend this agreement upon both PUBLISHER AND AUTHOR consent by paying Title Maintenance fees (\$25 per year after the first year). Once Title Maintenance Fees lapse, the WORK will no longer be available for sale by book retailers.

## 4. Termination

AUTHOR shall be entitled to terminate this Agreement by emailing notice to the PUBLISHER. Termination is effective upon receipt of the email notice.

Upon termination by AUTHOR, PUBLISHER will refund amounts paid by AUTHOR as follows:

Prior to submission of manuscript 100% less a \$150 setup fee

After submission, but prior to the first typeset version (TF) - 50%

After TF version - 25%

After print approval - no refund

If the WORK is terminated after publishing, AUTHOR shall have the right to purchase PDF versions the text and cover files of the WORK for a sum of \$300. The files will have the all references to PUBLISHER removed.

## 4. Royalties

AUTHOR will earn royalties on all books sold through the distribution channel. Royalties will be paid at a rate of 20% of retail price for books, and 50% of retail price for eBooks priced between \$2.99 and \$9.99. eBooks priced between \$0.99 and \$2.98 will receive a royalty of 20% of retail price. Royalties are not paid on free books or books purchased by AUTHOR. PUBLISHER will

make two royalty payments per year, within thirty (30) days of the end of each biannual calendar period.

## **5. Payments**

Payment for services and books must be made with a major credit card before service or shipment of product. PUBLISHER may change the fee structure, at any time, at its sole discretion.

## **6. Publisher Acceptance of Manuscript**

PUBLISHER reserves the right not to publish the work for any reason. In such event, PUBLISHER will notify the author via email and refund AUTHOR's payment in full.

## **7. Publication Date**

PUBLISHER will publish the WORK within four (4) months after receiving the final manuscript, except for delays caused by external circumstances beyond its control.

## **8. Publication Process**

PUBLISHER shall publish the WORK in the format paid for by AUTHOR (eBook, paperback, hardcover). eBooks will be converted using AUTHOR provided interior and cover files. For physical books, AUTHOR will have the opportunity to make one (1) revision of the edited version, and three (3) revisions of the formatted manuscript. PUBLISHER shall make changes requested by AUTHOR where practicable. PUBLISHER shall produce a cover design from general suggestions, back cover copy, and images provided by AUTHOR. Author shall have opportunity to request three (3) minor revisions to the cover design. AUTHOR will be provided a range of retail pricing options from which to choose. PUBLISHER reserves the final discretion regarding interior and cover design and formatting, as well as all details of production. AUTHOR acknowledges that they cannot use the formatted WORK, ISBN, or cover design with any other publisher.

## **9. AUTHOR Revisions**

PUBLISHER will provide AUTHOR electronic proof copies of the manuscript and cover for approval throughout the publishing process. AUTHOR shall have fourteen (14) days to proof the version and email any change requests back to PUBLISHER. AUTHOR understands that PUBLISHER may terminate this Agreement if AUTHOR does not provide approval or change requests within this timeframe. If PUBLISHER terminates the Agreement due to this clause, PUBLISHER shall not be required to refund any payments.

## **10. Copyright & Registration**

PUBLISHER shall, in all versions of the WORK published by PUBLISHER under this Agreement, place a notice of copyright in the name of AUTHOR in a form and place that PUBLISHER reasonably believes to comply with the requirements of copyright law.

## **11. AUTHOR Copies and Discounts**

AUTHOR will receive 5 free copies their published WORK. AUTHOR's can purchase books from the publisher at a 30% discount from retail price.

## **12. Continuity of PUBLISHER**

If PUBLISHER commences bankruptcy proceedings or announces the decision to exit the publishing business, all rights to the WORK immediately revert to AUTHOR.

## **13. AUTHOR's Representations and Warranties**

AUTHOR represents and warrants to PUBLISHER that: (i) the WORK is not in the public domain; (ii) AUTHOR is the sole proprietor of the WORK and has full power and authority, free of any rights of any nature whatsoever by any other person, to enter into this Agreement and to grant the rights which are granted to PUBLISHER in this Agreement; (iii) the WORK does not, and if published will not, infringe upon any copyright, trademark, or any other intellectual property rights or other proprietary rights of any third party; (iv) the WORK contains no matter whatsoever that is obscene, libelous, violative of any third party's right of privacy or publicity, or otherwise in contravention of law or the right of any third party; (v) all statements of fact in the WORK are true and are based on diligent research; (vi) all advice and instruction in the WORK are safe and sound, and are not negligent or defective in any manner; (vii) the Work, if biographical or "as told to" AUTHOR, are authentic and accurate; and (viii) AUTHOR will not hereafter enter into any agreement or understanding with any person or entity which might conflict with the rights granted to PUBLISHER under this agreement.

#### **14. AUTHOR's Indemnity of Publisher**

AUTHOR shall indemnify, defend, and hold harmless PUBLISHER, its subsidiaries and affiliates, and their respective shareholders, officers, directors, employees, partners, associates, affiliates, joint venturers, agents, and representatives, from any and all claims, debts, demands, suits, actions, proceedings, and/or prosecutions ("Claims") based on allegations which, if true, would constitute a breach of any of the foregoing warranties and representations or any other obligation of AUTHOR under this Agreement, and any and all liabilities, losses, expenses (including attorneys' fees and costs) and damages in consequence thereof.

#### **15. Amendments**

PUBLISHER may amend this Agreement, including but not limited to amendments to royalty payment structure and timing, at any time by sending electronic or written notice to AUTHOR. AUTHOR will be deemed to have accepted and agreed to these amendments unless AUTHOR emails a request to terminate this agreement which shall be AUTHOR's sole and exclusive remedy.

#### **16. Arbitration**

Any irreconcilable disputes between the parties shall be settled by binding arbitration at Rapid City, SD, to be conducted by the American Arbitration Association in accordance with its commercial rules. The arbitrator's award, which shall be final, may be entered as a judgment in any court of competent jurisdiction. In all court proceedings between the parties, such as a court proceeding to enforce a binding award, the prevailing party shall be entitled to its reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

Notwithstanding the foregoing, all claims involving amounts within the monetary jurisdiction of the Small Claims Division of the Municipal court of Rapid City, Pennington County, SD, will be resolved in that court without resort to arbitration.

#### **17. Signature Block**

IN WITNESS THEREOF, AUTHOR and PUBLISHER have executed this Agreement as of the date of final signature.

"AUTHOR"

George Washington

"PUBLISHER"

New Harbor Press

Managing Editor

