



P.O. Box 940357, Simi Valley, Ca. 93094-0367, USA

PUBLISHING AGREEMENT

Author's Agreement

Made and entered into this ____ day of _____, 20__ between

_____ at address _____

_____ and phone _____, the

Author and/or Proprietor (hereinafter called AUTHOR), and Valstar Publishing, located at P.O. Box 940357, Simi Valley, Ca. 93094-0367, USA (hereinafter called PUBLISHER), whereby it is mutually agreed:

Grant of Rights

1. The AUTHOR grants to the PUBLISHER exclusive world rights to print, publish and sell in all book forms and electronic forms but not limited to cassettes, videos, compact discs, audio books, movies, plays, CD-ROM, and radio/television presentations throughout the world during the full terms of copyrights and all renewals thereof an unpublished work tentatively titled:

together with all subsidiary rights as specified in Paragraph 9.

The PUBLISHER shall register the Work in the Author's name in compliance with U.S. copyright law and the Universal Copyrights Convention. The PUBLISHER also shall print in every copy of the work a copyright notice in the Author's name and see to it that such notice is contained in all editions of the work issued by licensees.

Copyright

2. The PUBLISHER shall register the Work in the Author's name in compliance with U.S. copyright law and the Universal Copyrights Convention. The PUBLISHER also shall print in every copy of the work a copyright notice in the AUTHOR'S name and see to it that such notice is contained in all editions of the work issued by licensees.

The AUTHOR hereby grants and assigns to the PUBLISHER, for a period of ten years, the sole and exclusive right to print, publish, distribute and sell the original hardcover, English-language edition of the Work in the United States, its territories and possessions. Any rights not expressly granted to the PUBLISHER under this agreement are fully reserved by the AUTHOR.

Copyright Infringement By Other Parties

3. If the copyright on the Work is infringed, the PUBLISHER shall have the right, but not the obligation, to pursue a claim for infringement. If it does so, any recovery shall be divided equally between PUBLISHER and AUTHOR after the PUBLISHER has recouped its expenses related to the action. If the PUBLISHER does not pursue a claim within 90 days after notice from the AUTHOR, the AUTHOR may do so independently, at his or her own expense, in which case any recovery shall belong solely to the AUTHOR.

Author's Warranty

4. The AUTHOR warrants that the AUTHOR is the sole AUTHOR and/or Warranty Proprietor of said work, and that it is no way violates any copyright belonging to another party; and that the AUTHOR and the AUTHOR'S representatives will hold harmless and keep indemnified the PUBLISHER from all suits and all manner of claims, proceedings, and expenses, including attorneys' fees, which the PUBLISHER may incur on the grounds that said work is a violation of any proprietary right or copyright. The AUTHOR shall not, without the consent of the PUBLISHER, publish or contract to publish any abridged or other edition of the said or similar work that shall conflict with the sale of the work covered by this agreement.

Manuscript

5. The AUTHOR agrees to deliver to the PUBLISHER a complete, typewritten transcript of the work, satisfactory to the PUBLISHER in content and final form, including all photographs, drawings, charts, indices, appendices, bibliographies, or other supplementary matter, where applicable. The AUTHOR shall be solely responsible for obtaining from the original copyright holders any necessary permissions and any payments that may be required for said permissions for using said copyrighted material in the AUTHOR'S transcript. The AUTHOR must note the said copyrighted material in the AUTHOR'S manuscript. The AUTHOR must notify the PUBLISHER if any portion of the AUTHOR'S manuscript has previously appeared in print.

In the event the manuscript is not in final form satisfactory to the PUBLISHER, including the aforementioned supplements, the PUBLISHER shall have the right to edit and revise the manuscript prior to first publication, or to any subsequent printing; provided, however, that such editing or revision shall not materially change the meaning, or materially alter the text of said work without the AUTHOR'S consent. Editing to correct misstatements of fact, misquotations, errors in grammar, sentence structure, and spelling, and editing to make the work conform to the PUBLISHER's style of punctuation, capitalization, and like details, including cover design and/or artistic changes, shall not be considered as materially changing the manuscript.

The PUBLISHER will use care in protecting material in its possession, but it shall not be liable for damages resulting from the loss or destruction of such materials, or any part thereof.

If AUTHOR does not submit manuscript and/or supplementary materials within 30 days after submission of the application to publish, PUBLISHER shall, after 30 days', and each recurring 30 days thereafter, add a 5% surcharge, due before publication. (*5% fee based on total publishing packaging costs). The PUBLISHER will convey to the AUTHOR its comments, in writing, concerning the acceptability of the manuscript within 30 days of its delivery. If the manuscript does not meet the satisfaction of the PUBLISHER, all funds will be refunded to the AUTHOR. If the contract is canceled for unsatisfactory delivery, all rights to the Work will revert immediately to the AUTHOR.

Publication

6. The PUBLISHER agrees to publish the work at its own expense, under such imprint as PUBLISHER deems suitable, in such style and manner as it may deem best and most expedient to the sale of the work; to set or alter the title and prices at which the work shall be sold; to determine the date of publication, the method and means of advertising, promoting, and selling the work, and all other publishing details; to postpone the publication date in the event of the delay from causes beyond its control; to publish subsequent and revised editions, whenever it is deemed advisable; to decide if and when reprints shall be made.

Author's Corrections

7. The PUBLISHER shall have the right to copyedit the manuscript to make it conform with accepted standards of spelling, grammar, etc. The PUBLISHER shall not make substantive changes in the manuscript or alter the title of the Work without the consent of the AUTHOR.

Royalties

8. The PUBLISHER shall pay to the AUTHOR a 50 percent (50%) royalty on all copies sold of net selling price on sums actually received by PUBLISHER on all cloth, soft, and pocket paper editions, with a 60% royalty paid on all copies sold of net selling price on sums actually received by PUBLISHER on all electronic forms. As used in this agreement "net selling price" shall mean the total number of copies of the work sold less the total number of copies returned to the PUBLISHER. "Sums actually received by the PUBLISHER" shall mean the amount of money received by the PUBLISHER, minus any shipping cost that must be paid by the PUBLISHER out of any amount received. The above royalty applies on all copies sold, less returns, except as provided below:
 - a. No royalty shall be paid on any copies purchased by the AUTHOR or the AUTHOR'S company, copies given away for the purpose of review and

promotion, or on damaged copies, or on copies sold as overstock at below cost.

- b. Books purchased by the AUTHOR are to be distributed through the AUTHOR and not to be sold to bookstores, book distributors, or broadcasters.
- c. On an edition published or reprinted by another publisher or a book club in the United States or elsewhere through license of publication rights, translation, lease of plates, or otherwise--fifty percent (50%) of the PUBLISHER'S net receipts.
- d. PUBLISHER may, without prior written notice to AUTHOR, dispose of books which, in PUBLISHER'S sole discretion, it deems to be overstock or remainders in any manner PUBLISHER may see fit and will have no obligation to pay royalties on copies so disposed of at or below PUBLISHER'S costs. AUTHOR will be given first option to purchase remainders.
- e. The PUBLISHER agrees to give the AUTHOR free copies of each of its editions of any licensed paperback reprint or translation in accordance with the publishing package contracted. PUBLISHER retains first right to bulk publishing fulfillment.
- f. The AUTHOR may purchase 5,000+ copies at a seventy percent (___%) discount from retail price, 1,000-4,999 copies at a ___ percent (___%) discount and carton quantities at a sixty percent (60%) discount from the retail price.

Sale of Rights

- 9. The PUBLISHER shall have the non-exclusive right on behalf of the AUTHOR to arrange for the sale of other rights, including serialization, film, play, syndication, translation, abridgment or condensation, or any other use of the subject matter and, if these rights are sold by the PUBLISHER, the net proceeds shall be divided equally between the AUTHOR and the PUBLISHER.

Accounting

- 10. PUBLISHER shall render royalty statements to AUTHOR. Reports shall be issued semi-annually by the 30th of the month following June and December reporting schedule. A payment for the June accounting period is due within 60 days after June 30. A payment for December report is due within 60 days after December 31.

Should AUTHOR receive an overpayment of royalty arising from copies reported sold but subsequently returned, PUBLISHER may deduct such overpayment from any further sums due AUTHOR.

The AUTHOR agrees that any account, bill, or amount of any nature that may be due the PUBLISHER by the AUTHOR, whether under this agreement or not, shall be chargeable against and shall be deducted from any and all royalties accruing to the AUTHOR under this and/or other agreements between the AUTHOR and the PUBLISHER.

The PUBLISHER, until advised otherwise by the AUTHOR or the AUTHOR'S legal representatives, along with proper documentation, will issue the royalty check payable to:

Name:

Street Address:

City, State, Zip/Postal Code:

Birth date of the Author:

Social Security or EIN of person/organization receiving royalty:

Name and Likeness

11. PUBLISHER shall have the right, without restriction, to use and allow others to use, without any additional compensation to AUTHOR, AUTHOR'S legal and professional name and likeness, biographical material and signature in connection with PUBLISHER'S business in general and with the use, publication, promotion and exploitation of the work.

Assignment

12. This Agreement shall be binding on the parties and their respective assigns, heirs, executors, or administrators. No assignment shall be binding upon either of the parties without the prior written consent of the other, such consent not to be unreasonably withheld. The AUTHOR may, however, assign any sums due him or her without such consent from the PUBLISHER. The AUTHOR'S obligation to write the book and the PUBLISHER'S obligation to distribute the initial print run of the Work are agreements for special services and are not assignable.

Option

13. The AUTHOR agrees to give the PUBLISHER the first opportunity to consider a proposal for the AUTHOR'S next book-length work in the same genre. Thirty days after the submission of the proposal, the AUTHOR shall be free to submit the proposal to other publishers. Nothing in this clause shall prevent the AUTHOR from accepting an offer from another publisher, regardless of the terms of that offer.

Resolutions and Disputes

14. Any and all disputes arising from this agreement shall first be taken to a mediator. Each party will nominate no more than two mediators within the State of California, and one mediator shall be selected from those choices. The parties will make every effort to resolve their differences and come to a mutual agreement.

Either party at his or her option may then elect to bring the claim to small claims court within the State of California, and any action in which the amount in controversy is within such court's monetary jurisdiction. The parties agree that they shall consider the decision of the small claims court to be final and binding upon them.

Miscellaneous

- 15. This agreement cancels, supersedes, and replaces all previous verbal and written agreements on the above-referenced work/book.

- 16. The effective date of this agreement shall be construed to be effective the date of the last signature affixed hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

AUTHOR:

(Authors Name Printed/Signature)

(Date)

AUTHOR WITNESS:

(Signature)

(Date)

PUBLISHER: ValStar Publishing

BY:

PUBLISHER NAME
President

(Date)