

Publishing Agreement between Publisher and Author

This Agreement is being made on _____ (date) between *New Voices Publishing* and _____ (name) of _____ (address), herein referred to as "The Author." This is an agreement regarding the print and electronic version of _____ herein referred to as "The Work." This contract will expire on termination of this contract (see No:3)

In consideration of the mutual terms and conditions set forth in this agreement, the Author and New Voices Publishing agree to the following:

1. The Author warrants that he/she is the exclusive owner of said Work (The work is a book which is to be published by New Voices Publishing and _____ is the author and owner thereof), and has the legal authority to enter into this agreement and grant publishing rights regarding the Work. Furthermore, the Author states that the Work is free of any counts of libel, copyright infringement, plagiarism, misrepresentation of facts or breach of privacy. The Author also assures New Voices Publishing that the Work (including all submitted artwork) is completely original (or that the Author has license to use such content), is not in public domain and has not been published in paperback or electronic form under a contract that would conflict with this Agreement. The Author also agrees that he/she is the sole owner of the copyrights of the Work. The Author agrees not to enter any agreement with any person, firm or corporate entity that would conflict with the rights hereby granted to New Voices Publishing without first terminating this contract. If the Author should breach this warranty; New Voices Publishing will be entitled to injunctive relief in addition to all other remedies which may be available. The Author also agrees that he/she will hold New Voices Publishing against any recovery or penalty arising out of his/her breach of this warranty. The Author will also reimburse New Voices Publishing for any legal costs ordered by a competent court.

2. The Author releases New Voices Publishing from any legal actions that may arise from the Work. New Voices Publishing makes every effort to protect the integrity of its authors, however opinions expressed within the pages of the publications are those of the authors, and do not represent the views of New Voices Publishing. The Author will hold New Voices Publishing harmless against legal actions that may arise from plagiarism, breach of privacy, misrepresentation of facts, the authenticity of the Work or copyright infringement. The Author will also pay any and all legal fees and judgments that result from such a suit. In turn, New Voices Publishing assures the Author that any and all artwork used by the Publisher (which was not submitted by the Author) is free of copyright infringement. New Voices Publishing is the sole owner of the rights of said artwork and grants that it is either all original, or that New Voices Publishing has license to use it for publication.

3. This contract may be terminated at any time and for any reason by either party as long as a.) a 30-day written notice is given to the other party (or via e-mail) and the other party has verified receipt. A R50 fee will be charged to the Author for labour involved in canceling all registrations and web postings and the Author may take the published Work in its electronic form in PDF file (CD ROM) only. The original/master design copy will remain with New Voices Publishing. Or, by prior arrangement with the Publisher, on paying a termination release fee of R1 000.00 the author may take the original/master copy.

4. The Author agrees to furnish New Voices Publishing with any materials requested for publicity purposes, including reviews, photos, summaries, etc. The Author also agrees that New Voices Publishing has the right to use his/her name and likeness for any and all promotional purposes during the term of this contract. New Voices Publishing also has the full right to use book excerpts, quotes, reviews, cover images, etc. for promotional purposes in consultation with the author and with the author's consent which shall not be unreasonably withheld.

5. The Author appoints New Voices Publishing as its Print-on-Demand publisher for The Work for the length of this contract and will not contract with another Publishing or Printing Firm until the expiration of the contract.

6. New Voices Publishing **does not guarantee any volume of sales** for The Work. The author is **solely responsible** for the marketing of his/her book. The author must realize that publishing a book is very speculative! There are no guarantees! The webpage is included in the Publishing Package and is the only marketing service offered by New Voices Publishing. From the sales of this webpage, New Voices Publishing will pay the Author 50% royalties based on "Net Publisher Print Receipts," which equal the payments the Publisher receives from sales of the Work, less reasonable bank charges and handling charges. Royalty payments (EFT) will be made on the fifteenth business day twice a year (June and December) as long as the royalties are in excess of R100.00. If royalties are not R100.00 or more, the money will be carried forward to subsequent bi-annual date until the balance exceeds R100.00. New Voices Publishing will send The Author a statement of account of sales of the Work on a bi-annual basis. It is the sole responsibility of the Author to declare this Royalty income to SARS (South African Revenue Services).

7. For the duration of this Agreement, the Author has the right to purchase copies of the printed Work at a price of Publisher price + 10%. All Author payments must be made in advance, and New Voices Publishing will not pay royalties on direct sales made to the Author, nor will the Publisher claim 50% of the profits the Author makes from these direct sales.

8. New Voices Publishing may make reasonable changes, additions, deletions or condensations to the Work with the consent of the author.

9. New Voices Publishing is only an independent contractor and this Agreement should not be deemed or interpreted to mean that New Voices Publishing is an employee or partner of the Author.

10. The Author understands that New Voices Publishing may at any time sell its business and that all current contracts and licenses would be transferred to the new owner. If New Voices Publishing liquidates its business or is legally judged bankrupt, this Agreement shall be terminated immediately. New Voices Publishing will only be responsible for any unpaid royalties due to the Author.

11. The Author assumes all responsibility for the authenticity of the copyright of the Work. The Author agrees to hold New Voices Publishing free of liability in respect of breach of copyright of the work by the Author as proved in Court and indemnifies New Voices Publishing in respect of legal costs as ordered against New Voices Publishing by a Court. If the Author's copyright is infringed, New Voices Publishing may, at its own expense, take legal action required to restrain such infringement and seek damages.

New Voices Publishing cedes and assigns its right in terms of the agreement to take legal action to restrain such infringement and seek damages to the Author in the event of New Voice Publishing electing not to pursue such action. In the event, the Author shall assume all rights and obligations on behalf of New Voices Publishing and holds them harmless and fully indemnifies New Voice Publishing in respect of any action taken by the Author on their behalf.

12. The Author understands that the manuscript submitted **should be in its final, edited form** and that he/she is entitled to reasonable changes to the book and cover information before they are sent to the printer. Additional changes required after the first proofread (which includes 2 hours of changes) will be charged for at the rate of R100.00 per hour.

New Voices Publishing agrees to submit electronic proofs of the manuscript and cover before they are sent to the printer. The Author will be required to approve the final proofs before the files are sent to the Printer. Any changes made to the book or cover after it is printed will be subject to a new setup charge not greater than the least expensive Publishing Package offered by New Voices Publishing.

AUTHOR SIGNATURE _____

Author's Witness or Notary _____

If the Author is under the age of 21 years, then the PARENT or GUARDIAN is to sign on behalf of the Author.

NAME OF PARENT/GUARDIAN _____

PARENT/GUARDIAN SIGNATURE _____

PUBLISHER SIGNATURE _____

Publisher's Witness or Notary _____