

## **Publishing Agreement between New Voices Publishing Services and Author**

This Agreement is being made on \_\_\_\_\_ (date) between **New Voices Publishing Services** and \_\_\_\_\_ (name) of \_\_\_\_\_ (address), herein referred to as "The Author." This is an agreement regarding the electronic version of \_\_\_\_\_ (Title) 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 Services agree to the following:

1. The Author warrants that he/she is the exclusive owner of said Work (The Work is a manuscript which is to be prepared for publishing by New Voices Publishing Services and \_\_\_\_\_ is the author and owner thereof), and has the legal authority to enter into this agreement. 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 Services 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 Services without first terminating this contract. The Author also agrees that he/she will not hold New Voices Publishing Services liable for any recovery or penalty arising out of his/her breach of this warranty. The Author will also reimburse New Voices Publishing Services for any legal costs ordered by a competent court.
2. The Author releases New Voices Publishing Services from any legal actions that may arise from the Work. New Voices Publishing Services 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 Services. The Author will hold New Voices Publishing Services harmless against legal actions that may arise from plagiarism, breach of privacy, libel, 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 Services assures the Author that any and all artwork used (which was not submitted by the Author) is free of copyright infringement.
3. This contract may be terminated at any time and for any reason by either party as long as a.) a written notice is given to the other party (or via e-mail) and the other party has verified receipt.
4. The Author agrees to furnish New Voices Publishing Services with any materials needed to complete the Work. The Author also agrees that New Voices Publishing Services has the right to use his/her name and likeness for any and all promotional purposes during the term of this contract to use on the New Voices website. New Voices Publishing Service 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. New Voices Publishing **does not guarantee any volume of sales** for The Work. The author is **solely responsible** for the printing and marketing of his/her book. The author must realize that publishing a book is very speculative! There are no guarantees! The weblink, included in the Publishing Package, is the only marketing service offered by New Voices Publishing Services.

6. For the duration of this Agreement, the Author has the right to print The Work with the printer of his/her choice. New Voices Publishing Services recommends PRINT ON DEMAND ([www.printondemand.co.za](http://www.printondemand.co.za)) as this is the printer that offers the best service. All Author payments must be made in advance and directly with printer, and New Voices Publishing Service is not liable for paying royalties on any book sales made by the Author, nor will New Voices Publishing Service claim any profits the Author makes from these direct sales.

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

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

9. The Author understands that New Voices Publishing Services may at any time sell its business and that all current contracts would be transferred to the new owner. If New Voices Publishing Services liquidates its business or is legally judged bankrupt, this Agreement shall be terminated immediately.

10. 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 1 hour of typesetting changes) will be charged for at the rate of R190.00 per hour, there after.

11. New Voices Publishing Services agrees to submit electronic proofs of the manuscript and cover before they are prepared for final printing. The Author will be required to approve the final proofs before the files are burnt to CD for 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 Services.

AUTHOR SIGNATURE \_\_\_\_\_

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 \_\_\_\_\_

PUBLISHER SIGNATURE \_\_\_\_\_