

# Orion's Arm Universe Project 2008 Novella Contest Publishing Contract

## AGREEMENT

This contract is entered into on the 30<sup>th</sup> day of September 2008, between Orion's Arm Universe Project, Inc. (hereinafter known as Publisher) whose principal place of business is located at:

4202 Tree Crossing Parkway  
Hoover AL 35244

Email: orionsarm1@aol.com

and \_\_\_\_\_ (hereinafter known as Author), whose residence address is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## WITNESSETH:

In consideration of the mutual covenants herein contained, the parties agree as follows:

### 1. GRANT OF RIGHTS:

The Author, on behalf of the author and the author's heirs, executors, administrators, successors and assignees, hereby grants and assigns to the Publisher the exclusive rights to produce, publish and sell in paper and electronic format(s) in the English language in all countries of the world for a period of time as outlined in section 15 of this agreement, a Work now entitled \_\_\_\_\_ ("Work"), and which title may be changed only by mutual consent in writing.

### 2. RESERVED RIGHTS

All rights in the Work now existing, or which may hereafter come into existence, not specifically herein granted are reserved to the Author for his/her use at any time. Reserved publication rights include, but are not limited to, the right to publish or cause to be published in any form, excerpts, summaries of the Work, thereof, not to exceed one thousand (1000) words in length.

### **3. REPRESENTATIONS AND WARRANTIES**

The Author represents that he/she is the sole proprietor of the Work and that the Work to the best of his/her knowledge does not contain any libelous matter and does not violate the civil rights of any person or persons, does not infringe any existing copyright and has not heretofore been published in book or electronic form or public domain. The Author releases the Publisher from any responsibilities and shall hold harmless and indemnify the Publisher from any recovery relating to any legal actions incurred by the contents of the Work or the Author. The warranties contained in this article do not extend to drawings, illustrations, insofar as not furnished by the Author, or to any other material not furnished by the Author.

### **4. DELIVERY**

The Author agrees to deliver to the Publisher, one (1) complete manuscript of the Work, acceptable to the Publisher in Microsoft WORD electronic format. The Author will also deliver written authorizations for the use of any materials owned by a third party included in the Work (if any), and proof of age. If the Work shall not have been delivered by September 30, 2008 the Publisher may, at its option, terminate this agreement by notice in writing posted or delivered to the Author. The Publisher will not be held liable for lost manuscripts.

### **5. PUBLICATION**

In the event the Work is selected as one of the five winners in the 2008 Orion's Arm Universe Project Novella Contest, the Publisher agrees to publish the Work in book form at its own expense not later than September 30, 2009. In the event of delay from causes beyond the control of the Publisher, the publication date may be postponed accordingly, but not to exceed March 31, 2010.

### **6. COPYRIGHT**

Copyright is maintained by the Author. The Publisher shall include a copyright notice on the work. Copyright registration, if any, is the responsibility of the Author. The Author will provide a photocopy or facsimile copy of the Copyright certificate to the Publisher within 45 days of receipt. The Publisher shall be listed as the publisher of the work in all formats listed in Paragraph 1.

### **7. OWNERSHIP OF CHARACTERS AND CONCEPTS**

Except as allowed under the sections of this agreement the Author owns the characters and original concepts but grants the Publisher their use in sequels or series books, and in associated material maintained on Publishers website [www.orionsarm.com](http://www.orionsarm.com). Except as allowed in Paragraph 2 the Publisher shall have the exclusive right to use all material, including

characters in the Work, for the purpose of advertising, publishing and promoting the Work during the life of this agreement.

## **8. PUBLISHER'S NAME AND TRADEMARK**

The Author will not have rights to, or in, any trademark, service mark, trade name or logos used by the Publisher, unless expressly permitted to do so in writing. The Author may, with the Publisher's permission, have limited use of Publisher's marks, symbols or name for use in approved promotional material. The Author may use the cover art in his/her promotional material. The Publisher's provided and/or copyrighted cover art may not be used by other publishers producing the Work without permission of the Publisher. Any remuneration for the use of this cover art will be separately negotiated between publishers.

## **9. EDITING AND PROOFREADING**

The Publisher shall make no changes in, additions to, or eliminations from the manuscript without the consent of the Author, and in order to obtain such consent, shall submit the copy-edited manuscript to the Author for his approval. The Author agrees to return such proof to the Publisher with his/her corrections within thirty (30) days of the receipt thereof by him. The cost of alterations required by the Author, other than corrections of typesetting errors shall be charged against the earnings of the Author under this agreement or shall, at the option of the Publisher, be paid by the Author in cash; provided, however, that the Publisher shall upon request promptly furnish to the Author an itemized statement of such additional expenses, and shall make available at the Publisher's office the corrected proof for inspection by the Author or his/her representatives.

## **10. ROYALTIES AND LICENSES**

The Publisher shall pay to the Author or his/her duly authorized representatives, the following advances and royalties:

- (a) A \$200 (US\$) cash prize paid at the time of selection.
- (b) The Author grants the Publisher full authority to establish retail price, and to adjust said price should the Publisher deem such to be necessary in order to stimulate sales.
- (c) A royalty of three point three percent (3.3%) of the retail price (US\$) thereof on each paper copy of the work after the first one thousand two hundred and thirtieth (1230) sold less returns.
- (d) A royalty of eight point three three percent (8.33%) of the retail price (US\$) thereof on each electronic copy of the Work sold directly by the Publisher after the six hundred and fortieth (640).
- (e) Sixteen percent (16%) of the proceeds of any license granted to another Publisher to bring out a reprint edition of the Work.
- (f) The Publisher has the right to contract with any organization, bookstore, vendor or outlet deemed necessary to publish, produce and sell the Work in the Publisher's name.

- (g) No royalties shall be payable of copies furnished to the Author or on copies for review, sample, or other similar purposes, or on copies destroyed.
- (h) The Publisher makes no guarantees regarding estimated sales figures.
- (i) If the Author should die before all royalties have been paid, the Publisher will pay royalties to the Author's heirs, assigns or beneficiaries.
- (j) The Author is responsible for paying his/her own taxes on any payments received from the Publisher and is advised to keep accurate tax records.

The Author or his/her duly authorized representatives shall have the right upon written request to examine the books of account of the Publisher insofar as they relate to the Work and any other of the Author's works under contract to the Publisher. Such examination shall be at the cost of the Author unless errors of accounting amounting to five percent (5%) or more of the total sum paid to the Author shall be found to his disadvantage, in which case the cost shall be borne by the Publisher.

#### **11. OVERPAYMENT**

In all instances in which the Author shall have received an overpayment of monies under the terms hereof, the Publisher may deduct such overpayment from any further sums payable to the Author in respect to the Work.

#### **12. NOTIFICATION AND PAYMENT**

The Publisher agrees promptly to advise Author of the terms of any contracts entered into for any grant or license permitted under this agreement whenever the Author's share of the proceeds or royalty is one hundred dollars (\$100.00) or more. Such contracts shall be made available by the Publisher to the Author or his representative at the office of Publisher, and a copy thereof will be furnished to the Author upon his written request. The Author's share of such proceeds or royalty shall be promptly paid to him/her upon receipt by the Publisher.

#### **13. STATEMENTS AND PAYMENTS**

The Publisher agrees to render semi-annual statements on July 31 and January 31 in each year following the publication hereof, showing an account of sales and all other payments due hereunder to June 31 and December 31 preceding said respective accounting dates. Payment then due shall accompany such statements and shall be paid under the following terms:

- a. Royalties shall be paid by check, unless previous arrangements are made with the Author.
- b. Payment arrangements, mutually agreed upon by the Publisher and the Author, shall be made for payment of royalties to the Author if he/she resides outside the United States.

- c. Royalties equaling less than \$20 (US\$) will be held until such a time as they accrue to \$20 (US\$) or above.
- d. Royalties due by way of sales through a distributor will be paid contingent on payment being received from the distributor.
- e. Any withheld royalties shall be made immediately upon contract termination.

#### **14. MARKETING**

All parties agree to the following articles with regard to the marketing and promotion of the Work:

- a. The Author shall provide the Publisher with biographical information, a photo (if Author desires), and a suggested blurb for use on the Publisher's website. The Author agrees to give the Publisher the right to use the Author's name, likeness, title of work and biographical material for publishing, advertising and promoting the Work. The Publisher reserves the right to edit or rewrite the blurb submitted by the Author.
- b. Author agrees to self-promote the Work to the best of his/her ability. If Author has his/her own website, the Work must be linked to the Publisher's website. With any promotional material the Author generates, the Author will consult with Publisher to insure proper use of Publisher's name and/or other information.
- c. With enough advance notice, the Publisher will provide the Author any needed book copies for Author appearances or signings. These copies can be purchased by the Author at a discount set by the Publisher.

#### **15. REVERSION AND TERMINATION**

- a. At any time after the sale of either the one thousand two hundred thirtieth (1230) paper copy or the six hundred fortieth (640) electronic copy, but not before two years from the first publication date, the Author may choose to market rights to the Work without encumbrance. In the event of this occurrence the Author guarantees that the Publisher shall be cited as the original publication source of the Work in perpetuity.
- b. The Publisher may, at its discretion, remove the Work from publication or distribution for reasons of poor sales, excessive returns or other reason deemed by the Publisher to be injurious to the Publisher's or Author's best interests. The Publisher shall give notice to the Author of removal from distribution and the reasons for the withdrawal. If the Publisher removes the Work from sale, this contract shall terminate and all rights granted shall revert to the Author.
- c. If the Publisher shall, during the existence of this agreement, default in the delivery of semi-annual statements or in the making of payments as herein provided and shall neglect or refuse to deliver such statements or make such payments, or any of them, within thirty (30) days after written notice of such default, this agreement shall terminate at the expiration of such thirty (30) days without prejudice to the Author's claim for any

monies which may have accrued under this agreement or to any other rights and remedies to which Author may be entitled.

- d. If the Publisher shall fail to publish the Work within the period in Paragraph 5 provided, or otherwise fail to comply with or fulfill the terms and conditions hereof, or in the event of bankruptcy, etc., as in Paragraph 16 hereof provided, this agreement shall terminate and the rights herein granted to the Publisher shall revert to the Author. In such event all payments theretofore made to the Author shall belong to the Author without prejudice to any other remedies which the Author may have.
- e. Upon the termination of this agreement for any cause under this Paragraph or Paragraph 15 hereof, all rights granted to the Publisher shall revert to the Author for his/her use at any time and the Publisher shall return to the Author all property originally furnished by the Author.
- f. During the term of the contract, the Work will not be said to be out of print.

#### **16. BANKRUPTCY AND INSOLVENCY**

If a petition in bankruptcy shall be filed by or against the Publisher, or if it shall be adjudged insolvent by any court, or if a Trustee or a Receiver of any property of the Publisher shall be appointed in any suit or proceeding by or against the Publisher, or if the Publisher shall make an assignment for the benefit of creditors or shall take the benefit of any bankruptcy or insolvency Act, or if Publisher shall liquidate its business for any cause whatsoever, this agreement shall terminate automatically without notice, and such termination shall be effective as of date of the filing of such petition, adjudication, appointment, assignment or declaration or commencement of reorganization or liquidation proceedings, and all rights granted hereunder shall thereupon revert to the Author.

#### **17. ASSIGNMENT**

Orion's Arm Universe Project, Inc. may at any time sell itself, or the majority of itself, its holdings, or licenses. Current contracts would transfer to the new owner.

The Author may assign or transfer any monies due or to become due under this agreement.

#### **18. ARBITRATION**

Any controversy or claim arising out of this agreement or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining. Such arbitration shall be held in the City of Hoover, in the State of Alabama unless otherwise agreed by the parties. The Author may, at his/her option, in the case of failure to pay royalties, refuse to arbitrate, and pursue his/her legal remedies.

## **19. NOTICES**

Any written notice required under any of the provisions of this agreement shall be deemed to have been properly served by delivery in person or by mailing the same in paper or by electronic means to the parties hereto at the addresses set forth above, except as the addresses may be changed by notice in writing; provided, however, that notices of termination shall be sent by registered mail.

## **20. WAIVER**

A waiver of any breach of this agreement or of any of the terms or conditions by either party thereto, shall not be deemed a waiver of any repetition of such breach or in any wise affect any other terms or conditions hereof; no waiver shall be valid or binding unless it shall be in writing, and signed by the parties.

## **21. INFRINGEMENT**

If during the existence of this agreement the copyright shall be infringed, the Publisher may, at its own cost and expense, take such legal action, in the Author's name if necessary, as may be required to restrain such infringement or to seek damages therefore. The Publisher shall not be liable to the Author for the Publisher's failure to take such legal steps. If the Publisher does not bring such an action, the Author may do so in his/her name at his/her own cost and expense. Money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall belong to the Author, provided, however, that any money damages recovered on account of a loss of the Publisher's profits shall be divided equally between the Author and the Publisher.

## **22. DOCUMENTS**

If any of the rights granted to Publisher revert to the Author, the Publisher shall execute all documents which may be necessary or appropriate to re-vest all such rights in the Author.

## **23. LAW**

This agreement shall be governed in all respects by the laws of the State of Alabama without regard to its or any other jurisdiction's conflict of laws principles. The sole venue and jurisdiction for disputes arising from this agreement shall be the appropriate court within Hoover, Alabama, and the Author and the Publisher both irrevocably agree to submit to the jurisdiction of such.

**24. APPROVAL**

Notwithstanding anything to the contrary herein contained, the Publisher shall:

- a. Maintain full authority to select any jacket, cover design or any other associated art, including text thereof, to be used in connection with the Work, and of any contracts with third parties for the publication of the Work.
- b. The Publisher has final approval of release title of the Work. Every attempt will be made to use the title suggested by the Author, but the Publisher has the option to change the release title if the Author's suggested title is too similar to any books already in release by the Publisher or recent releases from any other publisher or if the Publisher deems that a more appropriate title is necessary. In the event of a title change, the Author will be given an opportunity to suggest alternative titles.

**25. ENTIRE CONTRACT**

This written Contract contains the sole and entire Agreement between the parties and shall supercede any and all other prior agreements between the parties. This Agreement may not be modified or amended except in writing signed by the party against whom such modification or amendment is to be enforced. By signing the following and submitting the required materials, the Author agrees to be bound by the terms and conditions of this Agreement.

Author's Full Name: \_\_\_\_\_

Pseudonym (if any): \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Title of Work: \_\_\_\_\_

Author's Signature: \_\_\_\_\_

Designated Representative of Orion's Arm Universe Project, Inc.:  
\_\_\_\_\_

(Signature)

(Print Name)

Date: \_\_\_\_\_