

This agreement is made between

Velluminous Press

And

(hereinafter referred to as “the Author”)

concerning the work known as

(hereinafter referred to as “the Work”).

The Author warrants that the Work is entirely his/her original creation, and that the Work includes no unlawful content. The Author warrants that, in respect of the Work, he/she owns and is fully entitled to assign the rights listed below:

Exclusive World-wide Electronic Publication Rights in the English Language
Exclusive World-wide Paperback Publication Rights in the English Language

and that he/she hereby assigns these rights exclusively to the Publisher for the duration of this agreement. All rights not listed above, including copyright, are reserved to the Author, who is free to register copyright at his/her own expense, listing the Publisher as the holder of the rights assigned under this agreement.

The Author agrees to indemnify, defend and hold harmless the Publisher from any and all claims resulting from any breach of the warranties made by the Author under this agreement.

This agreement will remain in force for an initial period of five years after the date on which the Work first appears in the Publisher’s catalogue, after which it may be terminated by either party with thirty days’ written notice delivered by letter or by email. In the event that the Publisher fails to make the Work available for sale within 180 days of the Author’s acceptance of this contract, or if the Work once published is then unavailable for a continuous period of ninety days or more, the Author shall then also be entitled to terminate this agreement with thirty days’ written notice.

The Publisher will pay the Author royalties equivalent to one half of the net revenue received by the Publisher in respect of the Work. Royalties are payable each quarter, provided a sum of at least twenty-five British Pounds is due to the Author. Earnings of less than twenty-five pounds shall remain due to the Author and will be carried forward to the next accounting period.

The Publisher shall provide the Author with quarterly sales figures by email. The Author may, at his or her own expense, audit the Publisher’s financial records in respect of the Work under the following conditions:

- The Author may request no more than one audit in any calendar year, except as noted below.
- If the Author requests an audit under this agreement, the Publisher will supply the Author's raw sales figures for the period in question, as reported by the various distributors and/or retailers offering the Work.
- The Author will treat any audit information provided by the Publisher as commercially confidential, and will not communicate such information to anyone other than his/her professional advisers, if any.
- If, in any single quarter, the Author demonstrates a discrepancy in the Publisher's favour of more than 5% of the royalties owed to the Author, the audit shall fail.
- If an audit is failed, the Author's sole remedy shall be the termination of this agreement with thirty days' written notice, and the timely payment of any royalties due.
- If an audit is failed, that audit shall not count against the allowance of one audit in any single year.

For purposes of this agreement, the Author warrants that he/she is an independent contractor and is responsible for all income and Social Security taxes that may apply to royalties paid in respect of the Work.

This agreement is governed by the laws of England and Wales.

Publisher:

Signed:

Date:

Author:

Signed:

Date: