

Equilibrium Books™

Equilibrium Books®
PO BOX 1456
MANDURAH WA 6210
AUSTRALIA
www.equilibriumbooks.com

ABN 29 101 629 413

AGREEMENT NO: EB00 _____



PRINT-ON-DEMAND PUBLISHING AGREEMENT

This Agreement is being made on 13th November, 2008 between **Equilibrium Books®** and **Mr Author** herein referred to as "Author." This is an agreement regarding the print version **ONLY** of "My Book Title" herein referred to as "Work." This Agreement will expire one/two (1/2) years from the date of this Agreement.

In consideration of the mutual terms, conditions and covenants set forth herein, the Author and Equilibrium Books agree to the following:

1. The Author warrants that he/she is the exclusive owner of said Work, and has the legal authority to enter into this agreement and grant publishing rights in respect of 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 warrants 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 guarantees that he/she is the sole owner of the copyrights of the Work and assumes all responsibility for the authenticity of the copyright of the Work. The Author undertakes not to enter any agreement with any person, firm or corporate entity that would conflict with the rights hereby granted to Equilibrium Books.
2. The Author releases Equilibrium Books from any legal actions that may arise from the Work. The Author will hold Equilibrium Books and its distributors harmless against legal actions that may arise from plagiarism, breach of privacy, misrepresentation of facts, and the authenticity of the Work or copyright infringement. The Author will also pay any and all legal fees, associated costs and determinations that result from such a suit.
3. This Agreement may be terminated at any time and for any reason by either Party provided that 90-days written notice is given to the other Party via registered mail. In the case of termination of this Agreement for whatever reason, the Author shall forfeit all monies paid by the Author to Equilibrium Books and have no further claim on Equilibrium Books save for any unpaid royalties due.
4. The Author agrees to furnish Equilibrium Books with any materials required for publicity purposes, including reviews, photos, summaries, etc. The Author also agrees that Equilibrium Books has the right to use his/her name and likeness for any and all promotional purposes during the term of this Agreement. Equilibrium Books also has the full right to use book excerpts, quotes, reviews, cover images, etc. for promotional purposes.

SAMPLE AGREEMENT ONLY – NOT INTENDED FOR USE

5. The Author assigns to Equilibrium Books, Print-on-Demand rights only and appoints Equilibrium Books as its Print-on-Demand distributor for the length of this Agreement. Author agrees **not** to enter into any Contract or Agreement with any other **Australian** Print-on-Demand company or organization until the expiration of this Agreement. Author retains all other rights to the Work.
6. Equilibrium Books does not guarantee any volume of sales for the Work. Equilibrium Books will pay the Author royalties based on a flat rate of **13.5%** of the actual sale price per copy (retail, wholesale, or sales made to the Author etc.) less any returns or disputes from any internal or external sales, and less Australian Taxation Office Withholding Tax for non-residents of Australia, where applicable. Royalty is not paid on shipping and handling charges. All royalty payments will be paid to the Author at the end of each quarter, provided accrued royalty amounts are **AUD\$20.00** or more.
7. For the duration of this Agreement, the Author has the right to purchase additional copies of the printed Work at a maximum discount of **30.75%** (**22.5%** for oz_POD Bronze Packages) off the Work's cover price. **All purchases by the Author must include all shipping and handling costs (plus insurance costs if required by either party). Full payment in advance is required. (Minimum purchase requirement of 25 copies of the Work at cover price less 22.5% discount for oz_POD Bronze packages.)**
8. Equilibrium Books may make reasonable changes, additions, deletions or condensations to the Work **with** the consent of the Author.
9. Author agrees to pay Equilibrium Books a one-off fee for service of **AUD\$ (relevant oz_POD service fee – Not applicable to oz_POD Bronze packages).**
10. Author may renew this Agreement after its expiration at no further cost. Renewed Agreement would remain in force for a period of two (2) years from date of execution. **(Gold packages only. Not applicable to oz_POD Bronze or Silver packages. Renewal fee applies to Silver packages only.)**

WORK HAS BEEN PUBLISHED PREVIOUSLY? YES NO

PREVIOUS FORMAT: eBOOK BOOK ANTHOLOGY ISBN: _____

AUTHOR _____ D.O.B _____

WITNESS _____

EQUILIBRIUM BOOKS _____

DATE November 13th, 2008

AUTHOR'S POSTAL ADDRESS:

AUTHOR'S EMAIL ADDRESS:

CONTACT PHONE NUMBER:

ESTIMATED NUMBER OF ADDITIONAL BOOKS TO BE PURCHASED BY AUTHOR:

- | | | |
|-------------------------------|------------------------------|--------------------------------------|
| <input type="checkbox"/> None | <input type="checkbox"/> 50 | <input type="checkbox"/> 250 |
| <input type="checkbox"/> 10 | <input type="checkbox"/> 75 | <input type="checkbox"/> 500 |
| <input type="checkbox"/> 20 | <input type="checkbox"/> 100 | <input type="checkbox"/> 750 |
| <input type="checkbox"/> 30 | <input type="checkbox"/> 150 | <input type="checkbox"/> 1000 |
| <input type="checkbox"/> 40 | <input type="checkbox"/> 200 | <input type="checkbox"/> Other _____ |