

HOPE BOOKS PUBLISHING AGREEMENT

This Publishing Agreement ("Agreement") is made and entered into as of the Effective Date (as defined below) by and between **Hope Books, LLC**, a company registered in the State of North Carolina, and _____ ("Author") (collectively, "Parties").

Whereas, the Hope Books provides a program where by a cohort of authors is advised and mentored through the process of developing an idea for a literary work from an idea into an original literary work to be published by Hope Books;

Whereas Author desires to participate in such program; and Therefore, the Parties hereby agree as follows:

1. Hope Books Publishing Cohort

Hope Books shall provide to Author access to the Hope Books Publishing Cohort ("Cohort") which shall include the following access, programming and services:

1.1 Access to Hope Books' training program, including the online library, live calls, and private Facebook group.

1.2 Templates and training for writing the Author's book manuscript.

1.3 Editing and formatting of the completed manuscript up to 70,000 words.

1.4 Where applicable, Illustration of an original character, following Hope Books' three-step process.

1.5 Publication of the Book (as defined below) once a completed manuscript is received from the Author. Such book shall be identified upon completion of the "Book Foundation" stage (hereinafter the "Book"). The Author shall notify Hope Books of the proposed name and/or concept for the Book. Hereinafter, "publication" shall mean Hope Books making the Book available for sale (which may include digital, paperback or hard cover) on **Amazon and other online retailers** as determined by Hope Books in its sole discretion. Whether the Book is to be considered completed and capable of publication shall be at Hope Books sole and absolute discretion.

2. Ownership & Rights

2.1 Except for the rights expressly granted to Publisher in this Agreement, all rights of every kind and nature relating to the Book are expressly reserved by Author, including all copyrights and other intellectual property rights.

2.2 Notwithstanding the foregoing, Author hereby agrees that they shall not publish the Book nor enable or permit any third party to publish such Book.

2.3 The Author grants **Hope Books** an exclusive, perpetual, and irrevocable license to publish, distribute, and sell the Book. This license extends to Hope Books' successors, affiliates, and assigns.

2.4 The Author agrees that the Book is an original work and does not infringe upon any third-party rights. The Author is responsible for defending any claims of copyright infringement or plagiarism.

2.5 Binding on Successors. This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the Author, and the successors, assigns, and licensees of the Publisher, but no assignment by the Author shall be made without prior written consent of the Publisher. Publisher may assign this Agreement without the prior written consent of Author. If Publisher assigns this Agreement as a whole and transfers any inventory to the assignee in connection with that assignment, the assignee will assume the obligation for Royalties on sales of the Book thereafter, and no Royalties will be paid by Publisher in connection with the assignment of rights or transfer of inventory to the assignee.

3. Tuition, Royalties & Payments

3.1 Tuition for Author's participation in the Cohort and the services provided hereunder this Agreement shall be \$ _____ (_____ and 00/100 dollars) to be paid in advance (or via the agreed upon payment plan) prior to the start of the Cohort. Hope Books reserves the right to withhold the final publishing of the book until tuition is paid in full.

3.2 Additionally, Hope Books will retain a **50% net royalty** on all monies received from the sale of the Book, and return the remaining proceeds minus any refunds, advertising fees, and other applicable expenses to Author.

3.3 The Author may purchase copies of the Book in any quantity at the current discounted Author Price. On copies of the Book purchased by the Author, no royalties will be paid to the Author, and the Author's purchases will be excluded in computing the Net Copies Sold. Any copies of the Book purchased by the Author are non-returnable.

3.4 For the purposes of this Agreement: "Net Revenues" shall mean the monies actually received by the Publisher from the sale or Disposition of the Book, less printing, shipping, and handling, commissions, distribution fees, returns fees, or any other operating costs directly related to the Book, and a reasonable reserve for estimated returns; "Net Copies Sold" shall refer to any and all copies of the Book actually sold and delivered, net of returns, damaged or spoiled copies, and promotional and review copies; "Disposition"

shall mean the lease, licensing, sublicensing or other disposition of the rights granted to Publisher by Author in this Agreement (e.g. audio rights, translation rights).

3.5 Reports and Payments. The Publisher shall render to the Author an electronic Royalty Statement ("Royalty Statement") and pay the Author, on or about the 15th of the month following the close of each quarter ("Accounting Period"), any Royalties owing for the sale of the Book. 18.1 The Publisher shall have the right to debit the account of the Author for any overpayment of royalties, and any and all costs, and any amounts owing the Publisher under any other agreement between the Publisher and the Author.

3.6 If the balance due to the Author hereunder for any Accounting Period is less than \$100.00, Publisher will make no accounting or payment until the next Accounting Period at the end of which the cumulative unpaid balance equals at least \$100.00. 18.3 Any reserve against returns withheld by the Publisher in a given Accounting Period (as defined below) (a) shall be based on Publisher's reasonable expectation of sales and returns for such Accounting Period and (b) shall be reconciled after twelve months and added to balance due to Author in the next Accounting Period. The reserve against returns may not exceed 30% of Royalties in any Accounting Period, and the reserve may be held for one Accounting Period only.

3.7 No Royalties or other payments will be due to Author with respect to any copies of the Book, or any part of the Book, Publisher furnishes to others, or posts online, for the purpose of promotion, publicity or for any other similar purpose that Publisher deems appropriate.

3.8 Hope Books will provide the Author with a **quarterly sales summary and distribution report** detailing sales and royalties earned.

4. No Cancellations or Refunds

4.1 Cohort Participation and Fee. Author acknowledges that participation in the Cohort is a condition of this Agreement, and that Author has paid (or will pay) the tuition pursuant to Section 3 above.

4.2 No Refund Policy. Author understands and agrees that all fees for the Cohort are non-refundable under any circumstances, including but not limited to dissatisfaction with the Cohort, cancellation, or withdrawal by the Author.

4.3 Release of Claims. To the fullest extent permitted by law, Author releases and discharges Hope Books (and its affiliates, employees, representatives, agents, and assigns) from any and all claims, demands, damages, losses, or liabilities of any nature whatsoever, known or unknown, arising out of or in connection with Author's participation in the Cohort or Hope Books publishing services provided hereunder. Author expressly relinquishes any right to pursue damages, refunds, or other relief that Author might otherwise claim to have resulted from participation in the Cohort or Hope Books publishing services provided hereunder.

5. Indemnification & Liability

The Author agrees to **hold Hope Books harmless** from any claims, liabilities, or legal disputes related to the Book or its content, including but not limited to third party intellectual property infringement, defamation, gross negligence or willful misconduct claims.

6. Author's Responsibilities

6.1 The Author must provide a **completed manuscript** in accordance with Hope Books' guidelines.

6.2 The Author is responsible for reviewing and providing timely feedback on the Book's illustrations.

6.3 The Author is responsible to pay additional shipping fees if located outside of the Contiguous United States.

7. Publication & Distribution

7.1 Hope Books will **format, publish, and distribute** the Book according to its publishing process which shall be determined in its sole and absolute discretion.

7.2 Hope Books has sole discretion over pricing, advertising, and promotional efforts for the book.

7.3 **Use of Author's Name and Likeness.** The Publisher shall have the right to use, and to license others to use, the Author's name, image, likeness, and biographical material for advertising, promotion, and other exploitation of the Book, hope*books services, and the other rights granted under this Agreement

8. TERMINATION OF AGREEMENT

Both parties may mutually agree to terminate this agreement one year after Publication or two years after the Effective Date. Upon such termination, all rights granted by Author to Publisher under the License shall revert to Author, subject to the Publisher's continued participation, to the extent provided, in any sublicenses granted by Publisher in accordance herewith; provided, however, that upon the termination of any such sublicenses (if any), all existing rights granted by Author to Publisher under the License shall revert to Author. Upon the reversion of rights granted by Author to Publisher under the License, Author will have the right to publish the Book elsewhere

9. Governing Law

This Agreement shall be governed by and interpreted in accordance with the **laws of the State of North Carolina**. Any disputes shall be resolved exclusively in the courts of North Carolina.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral.

11. Signatures

By signing below, both parties acknowledge that they have read, understood, and agreed to the terms of this Agreement.

Author

Hope Books, LLC

(Full Name)

(Authorized Representative Full Name)

(Street Address)

hope*writers, LLC

dba hope*books

2217 Matthews Township Pkwy

Ste D - 302

Matthews, NC 28105

E-mail: books@hopewriters.com

(City)

(State/Zip)

(Telephone Number)

(Email)

(Signature of AUTHOR)

(Signature of hope books Representative)