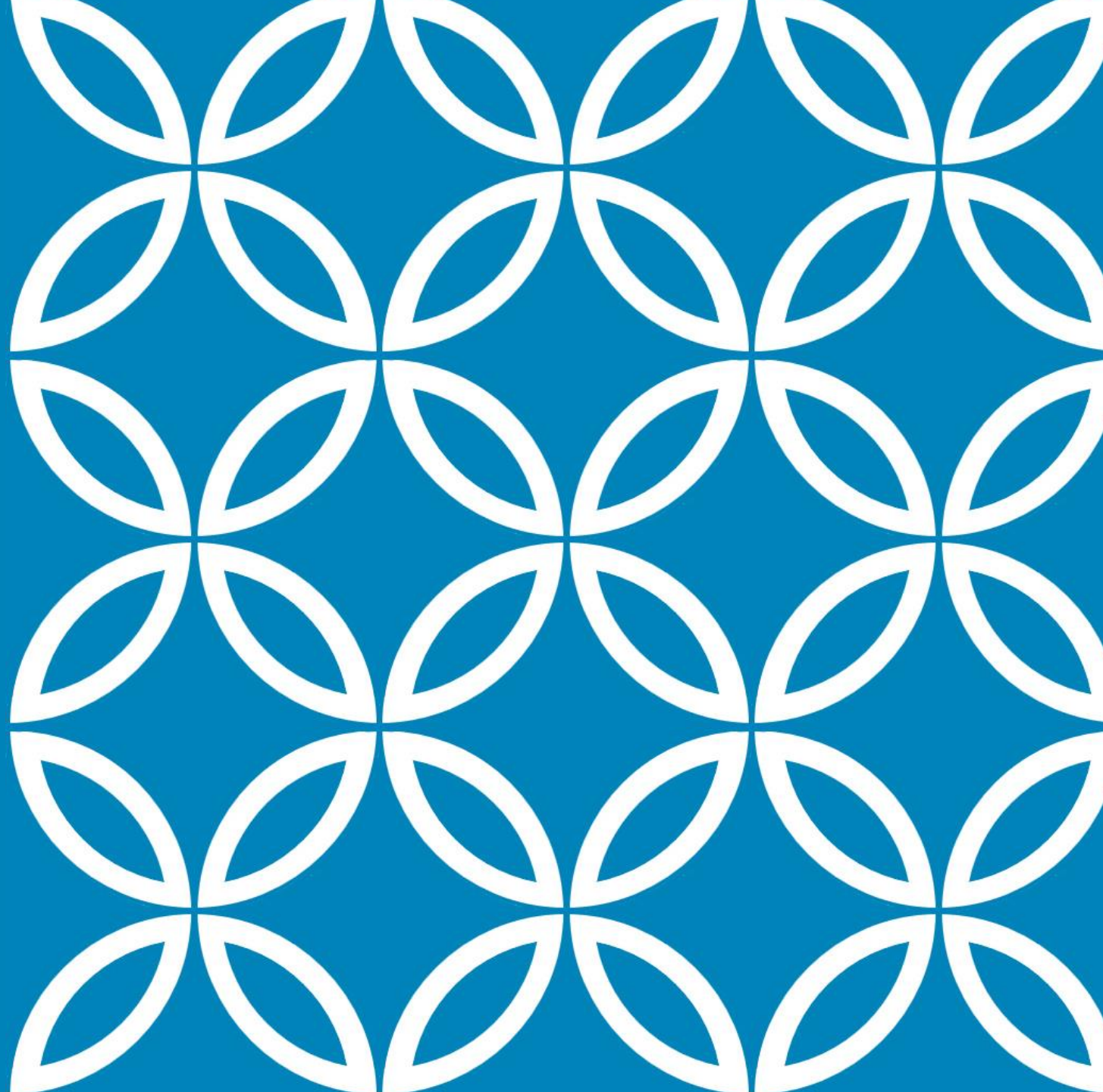


THE BUTTERFLY TYPEFACE PUBLISHING HOUSE

Terms and Agreement



“WE BELIEVE IN
YOUR DREAMS!”



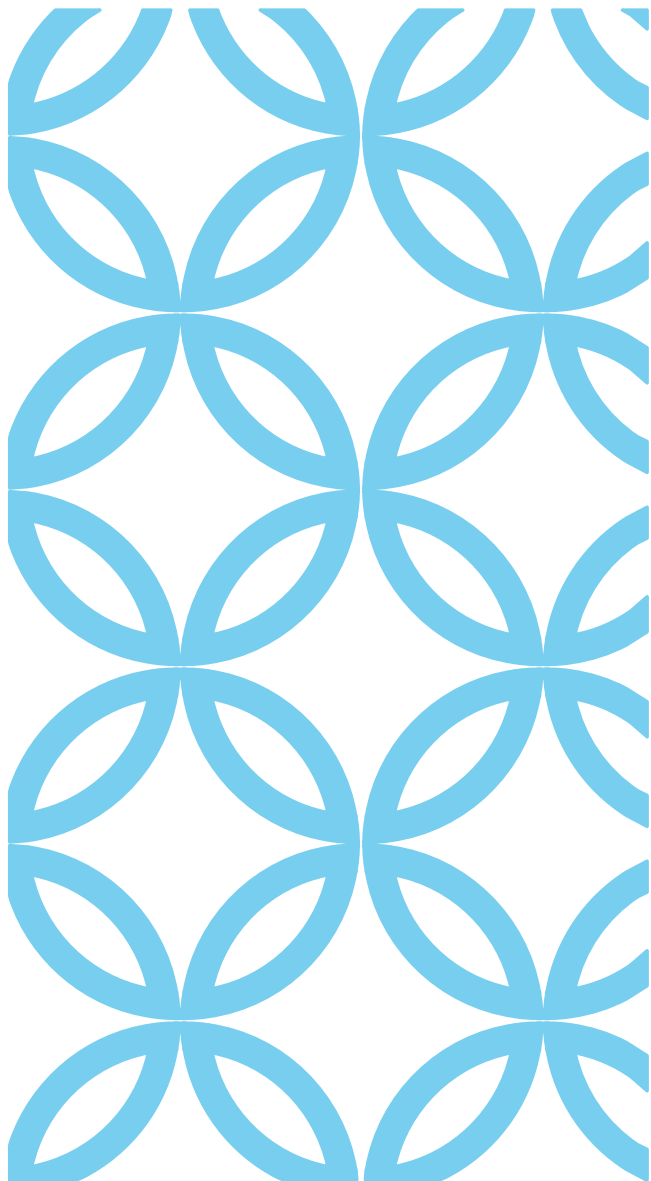
THE BUTTERFLY TYPEFACE PUBLISHING HOUSE



Mission Statement: Our mission is to provide authors and writers quality service, personalized attention, and an honest commitment toward assisting them in realizing their publication dreams and goals.



Vision Statement: Our mission is to enhance the literary world by adding professional non-traditional published works to the industry's portfolio. We also intend to address and dispel the reputation that authors who are not published in the 'traditional manner' are somehow not creditable writers.



This contract **CONTRACT TYPE** is by and between **Author Name** henceforth known as **Author**, and **Butterfly Typeface Publishing/Williams Group Consultants**, henceforth known as **Publisher**, for the purposes of coming to terms on the publication of **Book Title** henceforth known as **Book**.

This agreement is set forth this **[dd]** day of **[mm]**, **[yyyy]**. Contract ends [xx] months after book is released. Upon termination of the contract, a renewal negotiations may be discussed.

Upon contract termination **Author** will be notified via email. If book has been released, **Publisher** has 90 days to unpublish **Book**. The manipulated files will only be released if **Author** has paid their contract in full. **Book** will be unpublished 30-90 days from date **Author** notified. (The ISBN remains with **Publisher**.)

Once the contract ends or is terminated, **Publisher's** right to publish/print ends.

Publisher may continue to use book cover for advertising purposes and retains original publication file (i.e., edited manuscript, cover designed, and illustrations etc.).

Upon termination of contract, **Author** is free to republish *original* material with *new Publisher*. However, **Publisher** is not responsible for providing new ISBN.

I. GRANT OF RIGHTS AND TERRITORY

Author grants **Publisher** the following rights to the Book: **Audio, Print and eBook publication, Author** retains all other rights.

Note: This means that the **Publisher** has the right to publish your book in audio, print and/or eBook format. It does not mean that your book will be published in all formats unless contracted or given permission to do so.

II. MANUSCRIPT ESSENTIALS: DELIVERY

Author agrees to deliver initial work, (not including revisions), to **Publisher** no more than seven days after signage of contract(s).

Author further agrees to deliver revisions to Publisher within seven days of **Publisher's** request.

Note: Delayed responses to request for information could delay final publication of book.

II. MANUSCRIPT ESSENTIALS: FORMAT

All manuscripts **MUST** follow the adhere to the following guidelines or it will be rejected:

1. Typed
2. Double spaced
3. Arial
4. 12 pt
5. Clear chapter titles
6. No document formatting
7. Microsoft Word

II. MANUSCRIPT ESSENTIALS: EDITING

IMPORTANT:

We make every effort to ensure that your manuscript is free of errors and well developed.

However, keep in mind that we are human and as such, things may be missed which is why this is a partnership process.

All manuscripts will be read/reviewed first by the publisher and then by an independent editor. The file will then be sent back to the author for review.

NOTE: Once the file has been **approved** by the author (after it has left editing), any **changes** to the manuscript will result in an additional fee as follows [this includes corrections]:

Changes before publication \$100.00

NOTE: Once the file has been approved by the author, [after it has been released), any changes to the manuscript will result in an additional fee as follows:

Changes after publication \$200.00

II. MANUSCRIPT ESSENTIALS: BOOK COVER DESIGN OPTIONS

Basic Design: Included in package at no additional cost.

Deluxe Design (adobe photoshop): At **author's** request, additional costs associated

Custom Design (hand drawn/photo shoot): At **author's** request, additional costs associated

Every effort will be made to collaborate with Author for book cover design. However, the following guidelines will be strictly enforced:

Authors are encouraged to submit samples and will be asked to complete a design form

Only professional photos will be allowed on book cover

Author will be given 3 revision opportunities.

Once a cover is approved, author can not change it without incurring a \$250 redesign fee

No outside covers or artwork will be accepted.

III. ADVANCES/ROYALTIES

Author is aware that **Publisher** will pay **Author** the sum of **\$0 dollars** as an **advance** against future royalties.

Publisher agrees to pay royalties on **net sales**.

Royalties will be paid monthly.

Sale Type	Royalty Payment to Publisher
Direct	[.00] per book due at time of order (No further royalties due)
Online	[0%]

***NOTE: Failure to provide correct payment info prior to scheduled payment date, will result in royalties being held until the next payment cycle.**

III. ROYALTY PAYMENT EXAMPLE

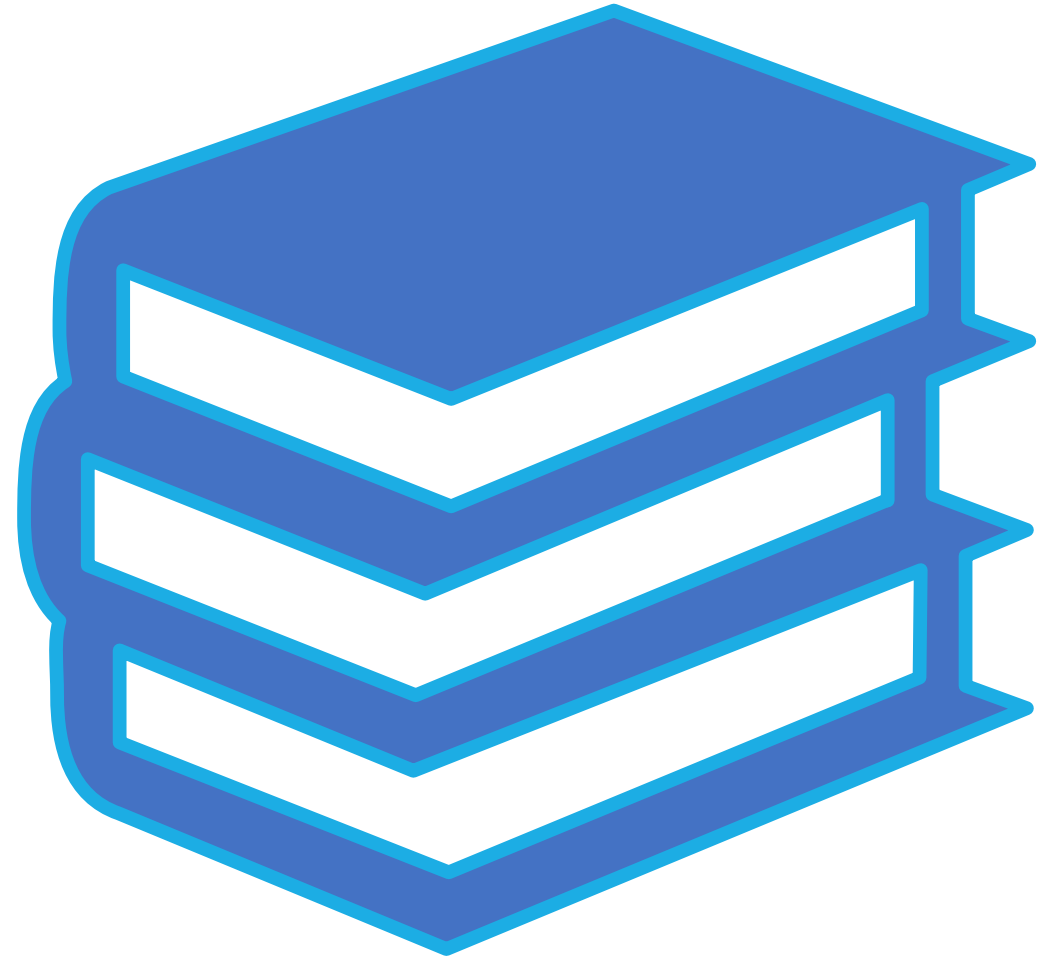
Most printers pay royalties on a delayed scheduled. While reports of sales are delivered monthly, payments for sales are paid every third month. (See schedule below.)

Book Sold	Royalty Payment to Publisher	Royalty Payment to Author
Quarter 1 (Jan, Feb, March)	April	May
Quarter 2 (April, May, June)	July	August
Quarter 3 (July, Aug, Sept.)	October	November
Quarter 4 (October, November, December)	January	February

IV. COPYRIGHT

Copyright for the Book, in the **Author's** name, is inclusive in publication of book/eBook and will become effective on **date of publication**. Should **Publisher** add any material in the form of text, graphics, photos, etc., **Author** will retain copyright ownership for that material as well.

Note: **Author** may elect additional copyright protection for an additional fee.



V. INDEMNIFICATION

Author agrees that **he/she** is the sole creator of the Book, and has not previously published the Book in any other form. **Author** indemnifies and holds harmless Publisher against any and all claims, actions, demands, etc. arising from the publication of the Book. This includes, but is not limited to, actions involving plagiarism, fraud, and theft.

VI. PUBLICATION

Publisher will publish author's manuscript (the Book) no later than [xx] months from contract signage date, unless unforeseeable events occur, through no fault of the **Publisher** that may delay publication.

These events include but are not limited to: crimes against the publisher, death, natural disasters, family emergencies, completeness of the manuscript, final submission date of the manuscript, size of book, editing complexity, and author's timeliness in submission of edit log.

***Note:** While every effort will be made for a timely release date, publication dates are estimates only and not guarantees.

VII. STATEMENT OF ACCOUNT

Publisher agrees to provide Author with statements of his/her account on a monthly basis. **Publisher** agrees to settle the account **monthly** (provided **author** had sales*).

*If there were no sales, **author** will receive an email indicating they had no sales for the month in question.

Note: Author may request verbal status/screen shot of account status from publisher on a biweekly basis.



VIII. COMPETING WORKS

Author agrees that **he/she** shall publish no other work, during the terms of this contract, that includes any characters, likenesses, or any other material related to the Book mentioned herein, unless agreed upon by the **Publisher** (e.g., **Author** may not publish a sequel to the Book with another **publisher** without prior consent of Publisher).

IX. OUT-OF- PRINT

The Book shall be considered “out of print” when contract expires or at **author’s request**.

The **Publisher** will remove all print and eBook versions from the publication website(s) according to the printer’s specifications.

At that point, all copyrights owned by the **Publisher**, if any, will transfer to the **Author**, and this Contract, including all provisions herein, will be considered terminated.

Note: The **Publisher** may continue to use the book images on company’s website for advertising purposes.

X. TERMINATION

In addition to the termination provisions set forth in the above section, this Contract may **also** be terminated by the Publisher if **Author** fails to timely deliver full manuscript, make full (or timely) payment or provide timely revisions/responses.

Note: *Every reasonable effort will be made by the publisher to satisfy the terms of this contract fairly and timely.*

However, If the **Publisher** (or **Author**) desires to terminate the contract, **for whatever reason**, **Publisher** is **not** obligated to refund *any* monies paid by the **Author** and **Publisher** retains all rights to altered files and images.

Author has no rights to altered files, unless contract was paid in full.

XI. PAYMENT

Author agrees to pay **Publisher** full amount of original contract before release of book. Failure to pay will result in delay of book publication. Failure to complete payment of original contract by **release date** also forfeits author's right to refund of deposit/payments made. *Deposits and payments are non-refundable!

Contract will be considered *null and void* if full payment is not received by **release date**. (If book is released by agreement prior to full payment, and author fails to make full payment at least one month after release date, **Publisher** may make the book unavailable until balance is received.)

Note: *Contract termination due to non-payment results in file retention by Publisher including original manuscript, edited versions, book cover designs, and illustrations. Files will not be published without the permission of Author. Until Publisher paid in full, Author will not have right to use book cover designs, illustrations, or edited version of the manuscript.*

XII. CONFIDENTIALITY AGREEMENT

Author acknowledges that **Butterfly Typeface Publishing/Williams Group Consultants or 'Company'** will be privy to certain Confidential Information during **book publishing**.

“Confidential Information” will, for the purposes of this Agreement, refer to: **confidential information, such as documents, intellectual property, materials, etc.**

Company will only use Confidential Information as it relates to the job for which **Company** was hired.

Company shall not disclose any of the Confidential Information **Company** learns and/or comes in contact with during book publishing with **Author** and after the book is published.

Company will not use any confidential information for self-interest, or for the interest of others, during or after the book publishing, unless permission to do so is expressly given, in writing, by **Author**.

Should **Company's** relationship end with **Author**, no matter the reason, **Company** is not obligated to return any original documents, materials, etc. (including any copies of originals) that are classified as Confidential Information, as defined above but will do so at the request and expense of the **Author**.

Any violation of this Agreement gives **Author** the right to seek legal recourse against **Company**.

XIII. PAYMENT AGREEMENT

By this contract, **Author** agrees to make payments to **Butterfly Typeface Publishing / Williams Group Consultants**, hereafter known as “Company,” by the following schedule in exchange for **[PACKAGE]**. This payment schedule is enforceable by law, and the methods described below will be used in cases of delinquent payment.

By this agreement, it is agreed that a payment of \$[] will be surrendered to the Company as listed below until the total of the payment required, which is \$[], has been delivered. The payment schedule will take the following form:

- **Deposit Date**
- **Deposit Amount**
- **Monthly Payment Date**
- **Monthly Payment Amount**
- **Estimated Release Date**

Payments include any interest and other charges that may apply and are to be paid monthly. **Deposits are non-refundable.** This agreement is binding, and failure to meet its terms will allow the Company to take certain legal recourse. If payment should not be delivered at all or by the time book is complete, **Company will not release book for publication.**

By signing this agreement, all parties agree to the terms as described above. Alterations to this agreement can only be made by both parties and must be placed in writing. Both parties will receive an electronic copy of this agreement and will be responsible for upholding its terms.

IV. STATE LAWS AND REGULATIONS

This Contract is subject to the laws and regulations of the **United States of America, Arkansas.**

