

Toplight Books

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Today's Date

Author:

Address:

Email:

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Manuscript (working title or descriptor):

(1) Agreement between the person(s) listed as Author above, hereinafter termed the Author (which term shall be deemed to include the Author's executors, devisees, heirs and literary assigns), and Toplight Books (an imprint of McFarland & Company, Inc., Publishers), hereinafter termed the Publisher, relative to the written work entered as Manuscript above and hereinafter termed the Manuscript, which shall consist of not fewer than XX,000 words and not more than YYY,000 words (inclusive of any and all front matter, notes, appendices and bibliography) and shall be delivered to the Publisher by *****.

(2) Provided a satisfactory Manuscript is delivered by this deadline, or a revised deadline agreed upon by the Author and Publisher, the Publisher agrees to publish the Manuscript under the following conditions:

(3) In return for royalties specified below to be paid to the Author by the Publisher, the Author hereby exclusively grants, assigns, and otherwise transfers to the Publisher and its licensees, successors and assigns all right, title and interest in and to the Manuscript, throughout the world, during the full term of copyright and any renewals and extensions thereof, and agrees to the publication and sale of the Manuscript in any form, including print, electronic or other medium. The Publisher shall obtain the copyright in the name of the Author, who shall hold it for the benefit of the Publisher. The Publisher shall have the right to effect any renewals of copyright provided by law and the right to any assistance from the Author or Author's heirs, successors or assigns, essential thereto.

(4) The Author represents and warrants to the Publisher that the Manuscript is original and does not infringe upon any statutory copyright or upon any common law right, proprietary right, or any other right whatsoever; that the Manuscript contains no matter which is scandalous, obscene, libelous, in violation of any right or privacy, or otherwise contrary to law; that all statements of fact in the Manuscript are true and are based on diligent research; that the Author is the sole and exclusive owner of the rights herein conveyed to the Publisher; that if the Manuscript or any part thereof has previously been published in any form or manner, the Author has disclosed such publication to the Publisher; and that the Author has full power to enter into this agreement and to make the grants herein contained. The Author shall indemnify the Publisher for, and hold it harmless from, any loss, expense (including attorney's fees) or damage occasioned by any claim, demand, suit or recovery arising out of any breach of any of the foregoing warranties.

The Publisher shall have the right to extend the Author's representations and warranties contained herein to third parties (such as purchasers of subsidiary rights granted to the Publisher herein) and the Author shall be liable thereon to the same extent as if such representations and warranties were originally made to such third parties. The warranties and indemnities as stated herein shall survive in the event this agreement is terminated.

(5) The Author agrees to deliver the Manuscript to the publisher both in print and in Microsoft Word or a compatible digital form by the delivery deadline above, and further agrees that the Manuscript when delivered shall be deemed final and not subject to subsequent revision or additions by the Author unless so requested by the Publisher.

(6) The Author agrees to deliver to the Publisher with the Manuscript any and all photographs, maps, drawings, facsimiles or other illustrative matter which the Author intends to be published, in a form agreed to by the Publisher. The Publisher may exclude from the published work any such items it deems unsuitable for publication for any reason.

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(8) The Author acknowledges and confirms that the Publisher shall have no liability of any kind for the loss or destruction of the Manuscript or any other documents or materials provided by the Author to the Publisher, and agrees to make and maintain copies of all such documents and materials for use in the event of such loss or destruction.

(9) The Author agrees to proofread and return all proofs of the Manuscript promptly and to prepare any required indexes. It is agreed that Author changes (not including correction of Publisher's errors) on more than 25 pages of the proofs shall be charged against royalties payable to the Author. If the Author fails to return corrected proofs or an index within 30 days after receiving proofs from the Publisher, the Publisher may publish the Manuscript without the Author's approval of the proofs and may charge the expense of professional proofreading and indexing against the Author's royalties.

(10) Any and all corrections the Author may wish to make to the published Manuscript must be supplied to the Publisher in a single submission. The Publisher shall have the sole authority to determine which corrections, if any, will be applied to any future printings of the published Manuscript or to any ebook or other editions. Only corrections of actual errors will be considered.

(11) The Publisher agrees to pay the Author the following royalty: For each print edition of the Manuscript, 6 percent of the Publisher's net receipts (gross less refunds to customers) up to and including 2,500 copies sold, 10 percent of the net receipts from 2,501 to 10,000 copies sold; 15 percent of the net receipts from 10,001 to 20,000 copies sold; and 20 percent of the net receipts on all copies sold thereafter. From any other publication of the Manuscript, including as an ebook or by electronic means, 10 percent of net receipts up to and including 500 copies sold; 25 percent of net receipts from 501 to 10,000 copies sold; and 35 percent of net receipts on all copies sold thereafter. In all cases book club or other subsidiary rights sales as described in paragraph (14) below are to be excepted. "Net receipts" shall be defined as funds received by the Publisher for the sale of copies of the Work, excepting refunds on returned copies, and not including funds collected by the Publisher for shipping, sales tax, customs, insurance, currency exchange fees and costs of collection.

(12) Royalties shall be divided between/among coauthors (represented above as the Author) as follows: *****.

(13) The Publisher may, during the 18 months commencing on the date of publication, maintain a reasonable reserve against returns from distributors, retailers, and customers, not to exceed 25 percent of the amount due to the Author, and the Publisher shall indicate such reserve, if any, on the Author's statement of accounting.

(14) It is agreed that any authorized publication by any entity other than the Publisher of all or part of the Manuscript in any form or in any language, in print, film, electronic or any other medium, shall be under a subsidiary right; book club rights shall be subsidiary rights. Any and all income from the sale or licensing of any subsidiary rights in the Manuscript shall be divided equally between the Author and the Publisher. The Publisher shall have the exclusive right to undertake such sales or licenses.

(15) Royalty accounting and the issuance of royalty payments shall be done twice per year by the Publisher by April 1 (for the six month period ended the previous December 31) and October 1 (for the six month period ended the previous June 30).

(16) The Publisher shall provide the Author with 10 free copies of the first print edition of the published Manuscript. Further copies shall be for sale to the Author, while the published Manuscript remains in print, at list price less a 20 percent discount.

(17) The Publisher shall assume all costs of production and marketing. The Publisher shall be responsible for the format, appearance and means of production or display or presentation, and these shall not be subject to review by the Author.

(18) The Publisher shall determine the list price and discounts and shall have the authority to raise or lower the list price at any time.

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Signed: The Publisher

Steve Wilson, Vice President and Editorial Director
McFarland & Company, Inc., Publishers

The Author

_____ Date

U.S. Social Security Number

Citizenship

Print your legal name as it appears on tax forms