



# Hague Publishing

127a Old Perth Rd  
Bassendean WESTERN AUSTRALIA 6054

(ABN: 14 814 856 470 )

## Contract

### AGREEMENT

made this \_\_\_ day of \_\_\_\_\_ 20\_\_; between \_\_\_\_\_ (hereinafter called the Author); and Andrew John Harvey, trading as Hague Publishing, whose principal place of business is at 127a Old Perth Rd, Bassendean Western Australia 6054 (hereinafter called the Publisher); with respect to the work entitled \_\_\_\_\_ (hereinafter referred to as the Work);

#### OPERATIVE PROVISIONS:

In consideration of the mutual covenants herein contained, the parties agree as follows:

#### 1. Grant of Rights

1.1. The Author grants to the Publisher the sole and exclusive worldwide licence to copy, publish and sell the following English language editions:

- eBook Edition (readable-text digital format provided in electronic download, disk, CD/CD-ROM, E-Book Reader or similar media of presentation, excluding motion picture/television/video/DVD rights);
- Printed Trade Paperback (Perfect Bound)

#### 2. Length of Agreement

2.1. This Agreement shall begin with the execution of this contract and continue in force for a period of seven (7) years from the actual date of publication of each edition.

### **3. Publication**

- 3.1. The Publisher undertakes to publish the eBook edition of the Work within 12 months of the execution of this contract unless prevented by circumstances beyond the Publisher's control but in any case within 18 months or else the contract may be terminated by the Author.

### **4. Termination of Agreement**

- 4.1. Upon the expiration of this agreement Publisher shall have first option to execute an agreement with the Author for continued publication rights to the Work on mutually agreed upon terms. Should no agreement be concluded within sixty (60) days of the expiration of this agreement, all rights in relation to the publication and sale of the Work shall automatically revert to the Author.
- 4.2. At any time prior to the publication, or during the publication, or after the publication of the Work, the Publisher may, at his discretion, terminate this agreement and remove the Work from publication or distribution for reasons of poor sales, excessive returns, or any other reasons as decided by the Publisher. The Publisher shall give notice to the Author 30 days prior to the Work being placed out of print. Notice must be in writing by certified mail or other receipted or traceable delivery service, including email where return acknowledgement is received. When the Publisher removes the Work from sale, this contract shall terminate and all rights granted shall revert to the Author. The Author understands that books that have already been purchased and are stocked by bookstores, such as Amazon.com, may continue to be sold until such stock is exhausted. The Publisher has no control over what has already been placed out in the marketplace, but will ensure that no additional books will be printed, distributed, or sold.
- 4.3. The Author may request termination during the agreement period, but not prior to two (2) year after the actual date of publication. Request for termination by the Author must be in the form of a certified mail notice or other receipted or traceable delivery service, including email where return acknowledgement is received 90 days prior to the effective date of termination.
- 4.4. Upon termination, the Publisher will remove listing of the Work from its website and all download-based distributors and update Books-in-Print that the particular ISBN is out of print. The Author shall have the right to purchase any remaining copies of the Work stocked by the Publisher at the Author's discount specified below. Any remaining copies of the Work the Author chooses not to purchase will be remaindered at cost. No royalties are paid on remaindered books.

## **5. Representations and Warranties**

- 5.1. The Author asserts their moral rights in relation to the Work and the Publisher must ensure that any permitted licensee respects the Author's moral rights in the Work and not do or omit to do anything which would amount to derogatory treatment of the Work.
- 5.2. The Author warrants and represents to the best of the author's knowledge: that the Work is original with the Author, that the Author is the sole author and proprietor of the Work, or has been assigned the rights delineated above, with full power and right to enter into this agreement and to grant the rights hereby conveyed to the Publisher; that the Work contains no matter which is unlawful in its content, libellous and infringes no right of privacy or copyright; that the Work contains no matter nor does it violate the rights of any third party; that the Work is not in the public domain; that the Author has not heretofore and will not hereafter during the term of this agreement enter into any agreement or understanding which would conflict with the rights herein granted the Publisher.
- 5.3. If the Work has been previously published in any form, the Author warrants that the rights granted herein have reverted to the Author. As an addendum to this agreement, the Author shall present some written memorandum documenting the reversion of the rights granted by any publishing company that may have held rights to the Work. If a judgment is obtained against the Publisher for usurping rights still controlled by another publisher or other entity than the Publisher or Author, the Author agrees to hold the Publisher harmless and to indemnify the Publisher for reasonable damages and costs. If the Publisher prevails against a suing party or resolves the matter by out-of-court settlement, the Author will be liable to indemnify the Publisher for defence and settlement costs if the Author's warranties are found to be invalid.
- 5.4. If the Author shall breach this warranty, the Publisher shall be entitled to injunctive relief in addition to all other remedies which may be available to it. The Author further agrees that the Author will hold the Publisher, its distributors, and any retailer harmless against any recovery or penalty finally sustained arising out of the Author's breach of this warranty, and in this event the Author will reimburse the Publisher for all court costs and legal fees incurred. Any out of court settlement of any suit filed jointly against the Author and the Publisher shall be made only by mutual agreement in writing between same.

## **6. Royalties**

- 6.1. In consideration for this grant of rights, the Publisher will pay the Author royalties based upon net sales (actual sales less returns) as reported by the Publisher's distributors as follows:
- 6.2. For trade paperback copies sold less returns: fifteen per cent (15%) of the cover price received for each sale made directly off the Hague Publishing website, provided the book is not on sale.
- 6.3. For trade paperback copies sold less returns: fifteen per cent (15%) of the net amount received for each sale made directly from the Hague Publishing website if the book is on sale, or from third-party wholesalers, distributors, resellers, or vendors.
- 6.4. For electronic edition copies sold: forty-five per cent (45%) of the cover price received for each sale made directly off the Hague Publishing website, provided the book is not on sale.
- 6.5. For electronic edition copies sold: forty-five per cent (45%) of the net amount received for each sale made directly from the Hague Publishing website if the book is on sale, or from third-party wholesalers, distributors, resellers, or vendors.
- 6.6. Net sales are defined as the Total Dollar amount that is actually received by the Publisher from the wholesale or retail sale of the Work minus the Total Dollar amount of any Returns of the Work. No additional fees or costs of sales are deducted from net sale amount received. Wholesale amounts vary with each wholesaler/distributor. Consignment placements are not considered sales until Publisher receives payment. Net sales directly from Publisher are based on retail price or discounted sale price.
- 6.7. The Author will receive no royalties on copies of the Work considered complimentary, i.e., those used for charitable, advertising, contests, and review purposes. The Author will receive no royalties on copies of the Work purchased by the Author at the Author's discount.

## **7. Statements and Payments**

- 7.1. Royalty statements are produced quarterly, 45 days after the end of the last month of the quarter. Royalties earned for the royalty period shall be paid contemporaneously with issuance of the royalty statement except as noted below. Payments will be made by electronic bank transfer or electronic payment via PayPal in Australian Dollars. Electronic payment via PayPal payments are required for non-Australian authors. The Author will receive a royalty period statement regardless of whether a royalty check is issued.
- 7.2. Royalties for each copy sold are earned and paid in the same quarterly period as the Publisher actually receives payment for that copy sold. No advances are made on royalties where the payment for sales has not been received by the Publisher.

- 7.3. The Publisher will provide a statement of royalty earnings for the financial year to authors within 60 days of the end of that year at their request. Payment of income taxes on royalties is the sole responsibility of the Author.
- 7.4. If the Author should die before the termination of this agreement, this contract shall transfer in force to the Author's official heirs, assigns, or beneficiaries. The Publisher will pay royalties to Author's official heirs, assigns, or beneficiaries. If no official heirs, assigns, or beneficiaries can be located, the Publisher is authorized to hold, without penalty or interest, payment of royalties until official heirs, assigns, or beneficiaries can be located.
- 7.5. It is the Author's responsibility to communicate with the Publisher any change in Individual Taxpayer Identification Number, Postal Mailing Address, Telephone Number, or Electronic Mail address. If the Author fails to advise the Publisher of any changes in the above that prevent the timely payment of royalties, the Publisher is authorized to hold, without penalty, payment of royalties until current information is received. If a cheque sent by regular post is returned by the post office or express delivery service as undeliverable, the Publisher shall first attempt to contact the Author by all existing contact information before unilaterally withholding payment of royalties. Such withheld payment of royalties are held without penalty or interest until author can be contacted.
- 7.6. In the event that additional Works by the same Author are currently being marketed by the Publisher, royalty accounts from all such titles may be combined with that for this Work.
- 7.7. The Author's royalty statement will include, as a minimum: Date of the Royalty Period; Title of Work; Number of Copies Sold and Paid For During Royalty Period; Number of Copies Returned During Royalty Period; Royalty Percentage Rate; and Dollars Owed to the Author for the Royalty Period.

## **8. Overpayments**

- 8.1. In all instances in which the Author shall have received an overpayment of royalty monies under the terms hereof, the Publisher may deduct such overpayment from any future sums payable to the Author in respect to the Work.

## **9. Audit**

- 9.1. The Author shall have the right to examine or cause Author's duly appointed representatives to examine the accounts of the Publisher with respect to the Work at any time after sixty (60) days written demand by the Author. In the event discrepancies between royalty statements and the Publisher's accounts shall total more than one hundred dollars (\$100.00) in the Author's favour under this and any other agreement between the Author and the Publisher, the Publisher shall tender such monies due to

the Author within thirty (30) days, along with reimbursement in full for any duly verified expenses incurred by the Author as a result of the auditing procedure. Should such discrepancies total less than one hundred dollars (\$100.00) in favour of the Author, the Publisher shall tender such money due to the Author within thirty (30) days, but shall not be liable for reimbursement of the Author's expenses.

## **10. Editing Rights**

10.1. The Publisher has the right of final approval of the Author's manuscript. The Publisher may assign an editor to coordinate with the Author in making edits and revisions. The Author will be notified prior to any and all substantial changes. The Author will not be required to pay for the services of an editor assigned by the Publisher. The Publisher may make all corrections of typographical or grammatical errors without the Author's consent.

## **11. Cover Art**

11.1. The Publisher shall provide cover art at its own expense. The Author will be asked to produce proposed back blurb text and suggestions for cover art. If the Author wishes to provide the Author's own cover art, this will be at the Author's expense. If the Author engages an artist to produce an alternative cover, the Author must present documentation that the Author has permission to reproduce the proposed cover art from the copyright owner, or warrants and provides proof that the cover art is in the public domain. If the Author provides the Author's own cover art, the Author is responsible for formatting it in an appropriate graphics format of suitable reproduction quality. The Publisher will give credit in the published Work to the cover artist. The Publisher has final approval of any cover artwork.

## **12. Galleys**

12.1. The Publisher will provide a final proofing galley of the Work, which the Author must correct and return within twenty (20) days. If the proofing galley is not received as agreed, Publisher has the option to delay release or terminate the agreement as warranted.

## **13. Author Copies**

13.1. On publication of the Work, the Publisher shall give the Author the following copies of the Work for the Author's own use free of any charge. Royalties shall not be paid on these complimentary copies.

- 13.1.1. Two (2) copies of the Trade Paperback printed edition of the Work, if produced.
- 13.1.2. One (1), unprotected copy of the eBook edition of the Work (download link will be provided).
- 13.2. Author copies of Trade Paperback copies will be made available to the Author as a discounted rate for the duration of the contract. Author copies will be available “at-cost” plus a 20% services charge. “At-Cost” refers to cost of printing, shipping, taxes, and service fees charged. This cost is determined by the printers, and may vary based on order size, and shipping location. The Author will receive no royalties on any copies that the Author has purchased at the discount rate. The Author will pay all shipping charges for purchased copies, but may resell copies of the Work that the Author has purchased from the Publisher, or was provided to the Author as Author copies. The Author will be responsible for reporting earnings from resale to taxation authorities and the Publisher will be held harmless for the Author’s failure to report such earnings.

**14. Promotion and Promotional materials**

- 14.1. The Author has permission from the Publisher to duplicate, at no cost and no royalty, exact text copies in digital or print formats for the purpose of obtaining book reviews, or entering competitions or contests prior to publication. Once the Work is published and available in print format, the Author does not have permission to make print copies for competitions or contests, but must use the free author copies provided or purchase additional print copies for this purpose at Author’s discount. The Publisher and the Author agree to supply each other with copies of any professional reviews, either digital or print copies. Neither the Author nor the Publisher is required to provide the other with copies of “Reader Reviews” voluntarily posted by consumers at any online vendor. The Publisher will make every effort to maintain an attractive, updated website. The Publisher will not be liable for site downtime or interrupted transmission.

## **15. Author/Publisher Indemnification**

15.1. The Author shall indemnify, defend and hold harmless the Publisher and his affiliates, editors, officers, partners, associates, agents and representatives and the Publisher shall indemnify, defend and hold harmless the Author from any and all claims, debts, demands, suits, actions, liens, proceedings and/or prosecutions ("Claims") based on allegations which, if true, could constitute a breach of any of the foregoing warranties, and any and all liabilities, losses, damages and expenses including, but not limited to, attorney's fees and court costs. Each party to this Agreement shall give prompt notice to the other party of any Claims. No compromise or settlement of any Claim shall be made or entered into without the prior written approval of the Author and the Publisher. If a Claim is filed, the Publisher shall have the right to suspend payments otherwise due to the Author under the terms of this Agreement as security for the Author's obligations under this section.

## **16. Insolvency of Publisher, Sale of Publisher**

16.1. If the Publisher files for protection under the Bankruptcy Laws, all rights included in this agreement shall immediately revert to the Author, however, the Bankruptcy Trustee may petition the court to hold this agreement as an asset of the Publisher. If the bankruptcy filing involves reorganization and the Publisher continues to operate during the reorganization, the Author and the Publisher may agree in writing to continue this agreement under the same or revised terms.

16.2. If the Publisher suspends operations, other than a temporary suspension for technical difficulties such as a loss of Web Server or other suspension not lasting more than sixty (60) days, all rights delineated in this agreement shall immediately revert to the Author. If the Publisher's operations are ordered suspended by any governmental or police entity, or by Injunction or Restraining Order, all rights shall immediately revert to the Author. If the suspension is lifted and operations resume, the Author and the Publisher may agree in writing to continue this agreement under the same or revised terms.

16.3. If the Publisher sells its assets to another Publisher, who does or plans to market and promote books of the type and genre of the Work, the successor Publisher will be bound, as a minimum, to the same terms delineated in this agreement. If the successor Publisher does not plan to market and promote books of the type and genre of the Work, all rights delineated in this agreement shall revert to the Author not more than sixty (60) days after the sale of Publisher.



## **17. Copyright Infringement**

17.1. If during the existence of this agreement the copyright shall be infringed, the Publisher may, at his own expense, take such legal action, in the Author's name if necessary, as may be required to restrain such infringement or to seek damages therefore. The Publisher shall not be liable to the Author for the Publisher's failure to take such legal steps. If the Publisher does not bring such an action, the Author may do so, in the Author's name at the Author's own expense. Money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall belong to the Author, provided, however, that any money damages recovered on account of a loss of the Publisher's profits shall be divided equally between the Author and the Publisher.

## **18. Laws and Venue**

18.1. The Publisher has registered its Business Name in the State of Western Australia. The laws of the State of Western Australia shall govern this Agreement. Recognizing the expense, distraction, and uncertainty resulting from litigation of disputes which may arise under this Agreement, the parties have agreed that except as specifically provided herein they shall submit any and all disputes arising in any way under this Agreement to a mediator recommended by LEADR for final disposition, provided that the Mediator appointed shall have no authority to award punitive damages.

18.2. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to deprive a party of the right to equitable relief in a court of competent jurisdiction respecting rights to its intellectual property or use thereof under this Agreement. Any proceeding under this paragraph shall be brought in the state courts in Western Australia. A judgment may be entered in a court of competent jurisdiction based on any award rendered in arbitration or other proceeding conducted by the parties pursuant to this paragraph.

## **19. Understanding of All Parties**

19.1. This Agreement contains the entire understanding of the parties with regard to the subject matter hereof and no warranties, representatives, promises or agreements have been made between the parties other than expressly herein set forth, and neither the Publisher nor the Author shall be, nor are they bound by, any warranties, representations, promises or agreements not set forth herein. The Agreement supersedes any previous agreement or understanding with respect to the Work and cannot be modified except in writing by all the parties hereto. Upon execution, this Agreement shall be absolutely binding and fully enforceable and shall inure to the benefit of the parties hereto, their successor, personal representative, heirs and assigns.

## **20. Inheritance**

20.1. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the Author, and upon and to the successors and assigns of the Publisher.

## 21. Execution

21.1. IN WITNESS WHEREOF, the Author and the Publisher have executed this agreement on the day and year below, to be effective immediately if the dates are the same, or on the date of the later signature if the dates are not the same. If either the Author or the Publisher have electronic signature capabilities and both agree to accept an electronic signature as valid, that electronic signature will be considered of identical weight to a handwritten signature.

Signed:

AUTHOR: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Pseudonym (if applicable)

Address: \_\_\_\_\_

\_\_\_\_\_  
City, State, Postal Code, Country

Daytime telephone number: \_\_\_\_\_

Evening telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

PUBLISHER:

\_\_\_\_\_  
Andrew Harvey

Date: \_\_\_\_\_

(Trading as Hague Publishing)

127a Old Perth Rd

Bassendean Western Australia 6054