

8. Defective Books

Fruitbearer L.L.C. makes every effort to ship a small quantity of extra books with every order. These books are intended to compensate the Author if the occasional book is found to be defective or damaged. In the case where the number of defective books exceeds the extra books provided, all claims for defects, damages or shortages must be made by the Author in writing and must be received by Fruitbearer L.L.C. within thirty (30) days after delivery of all or any part of the order. Failure to make such claim shall constitute irrevocable acceptance of the books and an admission that they fully comply with all terms, conditions and specifications.

9. Delivery and Damaged Books

Changes in the Author specifications, artwork, and approval times may alter delivery time. Delivery dates are estimates. The Author bears all freight and associated charges, owns the goods in transit, and is responsible for any claims that may arise as a result of transit. All books damaged during shipping must be claimed immediately. Fruitbearer L.L.C. may negotiate with the shipping agent on the Author's behalf. Any settlement awarded will be forwarded to the Author. Under no circumstances will Fruitbearer L.L.C.'s liability exceed the award from the shipping agent.

10. Publisher Copies

Fruitbearer L.L.C. shall receive or retain seven (7) free copies of the finished work for file, display and/or marketing purposes. Fruitbearer L.L.C. reserves the right to purchase additional books from the Author at the standard 40% wholesale discount that a bookstore would expect.

11. Marketing and Sales

While Fruitbearer L.L.C. provides marketing and sales advice, Fruitbearer L.L.C. makes no promise, implied or direct, as to future sales of the Author's books. It is acknowledged that any marketing or sales help is provided at no additional cost by Fruitbearer L.L.C. and therefore Fruitbearer L.L.C. cannot be held liable by any Author claims whatsoever. The cost paid by the Author is solely for the production of books by Fruitbearer L.L.C. and all marketing and sales are ultimately the responsibility of the Author.

12. Accessibility to Bookstores

All trade paperback and hardcover books published by Fruitbearer L.L.C. are automatically registered online with R. R. Bowker's "Books in Print." This allows the title to be marketed to many sectors of the book industry including wholesalers, distributors, retail chains, independent retailers, online retailers, schools, libraries, and universities.

13. Fulfillment Services and Warehousing

Fruitbearer L.L.C. offers distribution and warehousing options through AtlasBooks (inquire about fee schedule).

14. Limitation of Liability

Fruitbearer L.L.C.'s liability for all breaches of any term(s) of this agreement shall be limited to the quoted price and shall in no event include special or consequential damages including profits or lost profits.

15. Warranties, Representations and Indemnities

The Author warrants to Fruitbearer L.L.C. that he/she is the sole author of the work presented; that the work is original to him/her and has not been previously published; that the work does not contain anything obscene, libelous or defamatory, and all statements purporting to be facts are true. The Author is responsible for obtaining the required permissions for quotes and content. The Author agrees to indemnify and hold Fruitbearer L.L.C. harmless during the course of this agreement and after the agreement expires against costs and expenses of any suit, claim, demand or recovery based upon a claim that a warranty is untrue, if it is finally adjudged that the warranty is actually untrue.

16. Termination of Agreement

This agreement may be terminated by either party at any time. Outstanding invoices due for work performed in good faith are payable within thirty (30) days; the Author will compensate Fruitbearer L.L.C. against loss incurred on the order, the amount to be determined by Fruitbearer L.L.C.

June 2008



SAMPLE

Book Publishing Agreement

TITLE

By Author

Address • Phone • Email

According to the following terms and conditions, we are pleased to publish your manuscript under the Fruitbearer imprint, pending your approval.

Editing:

We are committed to the highest standard of excellence. To that end, all typeset projects include editing. Copyediting and proofreading require reading a manuscript to correct indisputable errors, such as misspellings, typos, misnumbering or mislabeling, subject-verb disagreement, errors in word usage (such as the use of imminent for eminent), and incorrect or outdated cross-references. When the manuscript consists of typeset text, the editor checks for incorrect word breaks. The editor makes marginal notes to show the first citation of illustrations, tables, and other display elements. He or she changes single quotation marks to double quotation marks as needed in running text and in displayed extracts. The editor adds punctuation to delineate a restrictive clause only if the change prevents confusion. The editorial proofreader retains secondary spellings, does not change which when copy should use that, and does not tamper with word choice or marginally incorrect punctuation (such as semicolons in a simple series). Content editing involves a deeper critique, include content support and resolution, evaluation of flow, presentation, and sentence structure. The editing fee schedule is as follows, depending on the complexity of the manuscript:

Editing Service	Deep	Average	Light
Content Editing	\$6/page	\$4.75/page	\$3.75/page
Copyediting	\$6/page	\$4.10/page	\$2.00/page
Editorial Proofreading	\$3/page	\$2.50/page	\$2.00/page

For this project, our Evaluating Editor recommends (Light/Average/Heavy) Editing which includes one editorial pass. The estimated editorial fee for the project is \$_____. Additional text will be billed at the above rates or \$60/hr., whichever is less.

Printing Cost

Book to be 80 pages (+/- 5%), 5.25" x 8," printed on 50# white offset paper in black ink, cover is 10 pt. coated one side, printed in full process color, with gloss lay flat laminate, perfect binding. Printing cost includes interior page design from a word processing file, cover design with up to three minor design changes, ISBN, bar code, and editorial proofreading. Overruns or under runs not to exceed 10% of the amount ordered shall constitute an acceptable delivery and the excess or deficiency shall be charged or credited to the author on a pro-rated basis.

<u>Quantity</u>	<u>Original</u>	<u>Reprint Estimate</u>
500 books.....	\$3,150 (6.30/book)	\$1,965 (3.95/book)
1,000 books.....	\$3,939 (3.94/book)	\$3,360 (3.36/book)
2,000 books	\$5,900 (2.95/book)	\$5,320 (2.66/book)
	Printing Cost \$ _____	
	Editing Cost \$ _____	
	TOTAL \$ _____	
	50% Deposit \$ _____	

Payment Terms:

One-half with return of signed agreement and the balance due with the return of page proofs.

Delivery:

Within 90 days of receipt of all material.

Shipping:

To be calculated prior to delivery and charged at cost.

The attached "Terms and Conditions" are a part of this Agreement.

Signed: _____ Date: _____
Candy Abbott, Managing Partner
Fruitbearer Publishing, L.L.C.

I, (Name of Author), agree to the above terms and conditions and enclose the required deposit.

Signed: _____ Date: _____

Terms & Conditions

1. Editing and Proofreading Services

Fruitbearer L.L.C. will make every attempt to retain the integrity of the Author's voice and intent. All editing and proofreading services provided by Fruitbearer L.L.C. will be done to the best of our editors' ability in accordance with Fruitbearer L.L.C.'s understanding of currently acceptable guidelines. Editing will only occur when the document is in manuscript form; if further copy or content changes are requested after the formatted page proofs have been presented, this will result in additional fees. The Author will bear responsibility for proofreading the final copy and will authorize production in writing. In the event of errors in the final production book, Fruitbearer L.L.C. accepts no liability. Copyediting services consist of correction of spelling, punctuation, and grammar: checking for consistency, proper usage and typographical errors. Content Editing services include content support and resolution, evaluation of flow, presentation, and sentence structure.

2. Copyright

Fruitbearer L.L.C. shall place copyright notice in the Author's name on all copies of the work. Formal registration with the U. S. Copyright Office is the prerogative of the Author.

3. Pre-Press Proofs

All corrections and changes to the pre-press proofs must be made in writing, and signed by the Author. Our schedule assumes you will make the approvals within 5 working days. Fruitbearer L.L.C. will not be held liable for errors made under the following conditions: corrections were communicated verbally, the Author failed to mark the corrections or failed to mark them clearly, or the Author instructed Fruitbearer L.L.C. to proceed without returning the proofs.

4. Alterations

The Author agrees to pay, at Fruitbearer L.L.C.'s current rates, for any additions, alterations or

changes to the work that was originally supplied. Fruitbearer L.L.C. reserves the right to charge additionally for cover design or interior page design that exceeds the anticipated cost quoted.

5. Author's Property

Fruitbearer L.L.C. will not be held responsible for any loss or damage to the Author's property while such property is in the possession of Fruitbearer L.L.C. if loss or damage is caused by fire, water leakage, theft, negligence, insects, rodents, or any cause beyond its control. In the event that liability is attached or acknowledged, Fruitbearer L.L.C. shall be responsible solely for the cost of reproducing the items or a reasonable facsimile and not for any consequential damages.

6. Page Count

In the event that the final page count exceeds the estimate in excess of 5%, the final price shall be altered according to the following criteria: If the page count is higher due to additional material supplied by the Author, the additional cost will be borne solely by the Author. If the page count is higher due to a miscalculation by Fruitbearer L.L.C., the additional cost will be borne equally by the Author and Fruitbearer L.L.C. In all cases where the page count is less by more than 5%, the Author's price shall be discounted accordingly.

7. Color Matching

Because of the differences in equipment, processing, proofing substrates, paper inks, pigments and other conditions between color proofing and various production pressroom operations, a reasonable variation in color between color proofs, the printed job, and the individual press sheets shall constitute acceptable delivery. Fruitbearer L.L.C. makes no guarantee that it can match a particular color within the color spectrum or that copies printed on different dates will exactly match the color of previously printed copies.