

## RICKY'S BACK YARD PUBLISHING CONTRACT

This publishing agreement ("Agreement") is entered into between Ricky's Back Yard aka Czykmate Productions, 1364 Champetre, St Lazare, QC J7T3E5 Canada ("Publisher"), and **YOUR NAME, YOUR FULL ADDRESS** ("Author") concerning the work presently titled **'TITLE OF BOOK'** ("Work").

### GRANT OF RIGHTS

1. **Grant of Rights.** Author, on behalf of him/herself and his/her heirs, executors, administrators, successors, and assigns, exclusively grants, assigns, and otherwise transfers to Publisher and its licensees, successors, and assigns, the following specific rights in the Work for the term as defined in paragraph 3 of this Agreement. All rights not expressly granted to Publisher are hereby reserved exclusively by Author.
  - 1.1. The rights to print, publish, distribute, sell, and generally exploit the Work in volume form, including both hardcover, softcover, audio, and eBook editions.
  - 1.2. The right to use and generally exploit the Work in the form of an abridged and/or unabridged "electronic book," without the use of any additional material of any kind, in any and all electronic and/or digital media, including, by way of example only, portable digital storage media such as disks and diskettes and online computer services on the Internet or other computer-based networks.
2. **Territory.** The rights granted to Publisher in this Agreement may be exploited throughout the world.
3. **Term.** The rights granted to Publisher in this Agreement may be exploited for a period of three years commencing from the date of this contract or of the first publication of the Work and may be renewed by agreement of both Author and Publisher.

### AUTHOR COMPENSATION

4. **Royalties on Publisher's Editions.** For copies of the Work sold by the Publisher under this Agreement, Publisher shall send payment in USD or CAD, depending on the Author's written preference pre-publication, via PayPal or other agreed upon methods to the Author with the following royalties on Net Copies Sold:
  - 4.1. 25% of Net Revenues on the first 5,000 Net Copies Sold of any Print Editions;
  - 4.2. 30% of the Net Revenues on sales in excess of 5,000 Net Copies Sold of any Print Editions.
  - 4.3. 75% of the Net Revenues on sales of any Electronic Editions.
  - 4.4. 50% of the Net Revenues on sales of any Audio Editions.
  - 4.4. 8% of Net Revenues on all copies sold at Deep Discounts.
  - 4.5. "Electronic Edition," as used in this Agreement, shall refer to any Edition of the Work that is sold, distributed, or accessed in an electronic or digital format through the publisher's distribution network but not including Audio Editions.
  - 4.6. "Net Revenues," as used in this Agreement, shall refer to money actually received by the Publisher from the sale of copies of the Work.

- 4.7. "Net Copies Sold," as used in this Agreement, means the sale, less returns, of any and all copies of the Work sold by Publisher through conventional channels of distribution in the book trade. It does not include promotional and review copies, remainder sales, or copies the Author purchases directly from the Publisher at author discount. Royalties on all eBooks sold will be paid at 75% of the Net Revenues (royalties received from the distributors).
- 4.8. "Deep Discounts," as used in this Agreement, shall refer to all sales in excess of Publisher's normal wholesale discount. These sales may occur in high discount channels outside the normal book-purchasing channels, such as, but not limited to, Wal-Mart, Target, Costco, etc.
- 4.9. Payment scheduling is based on Quarterly sales and is paid out after each three-month period.

## THE MANUSCRIPT

5. **Delivery of Manuscript.** Author agrees to deliver the manuscript of the Work in the English language in its entirety ("the Manuscript") to the Publisher in the form of a computer readable file compatible with Microsoft Word.
6. **Artwork, Permissions, Index, and Other Materials.** If applicable, Author shall deliver to Publisher, at Author's sole expense, not later than the date(s) as may be reasonably designated by Publisher, each of the following:
- 6.1. Original art, illustrations, maps, charts, photographs, or other artwork (collectively "Artwork") as Author and Publisher may jointly agree upon and approve.
- 6.2. An index, bibliography, table of contents, foreword, introduction, preface, or similar matter ("Frontmatter" and "Backmatter") if deemed applicable to the Work.
- 6.3. Written authorizations and permissions for the use of any copyrighted or other proprietary materials (including but not limited to Artwork, Backmatter, and/or Frontmatter) owned by any third party which appear in the Works and written releases and consents by any person or entity described, quoted, or depicted in the Works (excluding biblical persons) (collectively "Permissions").
- 6.4. If the Publisher, in its sole discretion deems the Manuscript, Artwork, Frontmatter and/or Backmatter, Permissions and/or any other materials delivered by Author under this Agreement to be unacceptable in form or substance, then Publisher shall so advise Author and Author shall have the opportunity to cure any defects and generally revise, correct and/or supplement the Manuscript, Artwork, Frontmatter and/or Backmatter, Permissions and/or other materials.

## PUBLICATION

7. **Editing and Publication Format.** Publisher shall have the right to edit and revise the Work for any and all uses contemplated under this Agreement, provided that the substantive meaning of the Work is not materially altered. Publisher shall have the right to manufacture, distribute, advertise, promote, and publish the Work in a style, manner, and language which Publisher deems appropriate, including typesetting, paper, printing, binding, cover and/or jacket design, imprint, title, and price. Publisher agrees that Author shall be reasonably and meaningfully consulted on the title and cover design of the Work in book form. Notwithstanding any editorial changes or revisions by Publisher (but excluding any material added by Publisher, which shall remain the sole responsibility of Publisher), Author's warranties and indemnities under this Agreement shall remain in full force and effect.

8. **Proofs.** Publisher shall furnish Author with an electronic proof of the Work after each editing phase. Author agrees to read, correct, and return the proof copy within fourteen (14) days of receipt thereof. After the editing phase, Publisher shall provide Author with up to 4 hours of additional editing during the typesetting phase. Author will be notified if requested edits will exceed the 4-hour time constraint and have the opportunity to pay for the extra effort at \$50/hour. If the Author fails to return the corrected proofs within the time set forth above, the Publisher may publish the Work without the Author's approval of the proofs.
9. **Author's Copies.** Publisher shall provide Author with five (5) copies, free of charge, of the initial print edition of the Work for personal and marketing use. Author shall be permitted to purchase additional copies of the Work, in any quantity at a 50% discount off the retail price of the Work. The Author may also purchase bulk quantities of the Work printed by the Publisher at a special prepublication discount of 60% off retail price for 500 to 999 copies, 65% off retail price for 1,000 to 1,999 copies, and 70% off retail price for 2,000 or more copies, provided that the order and payment are received by the Publisher at least one week in advance of the initial print date of the Work. On copies of the Work purchased by the Author, no royalties will be paid, and the Author's purchases will be excluded in computing Net Copies sold. The Publisher's usual and customary shipping charges will be added to the cost of copies purchased by the Author.
10. **Advertising and Promotion.** Publisher shall have the right to advertise, promote, or otherwise exploit the Work, except as Author and Publisher may set forth in writing. Author acknowledges that Publisher is the exclusive print, and distribution vehicle for the Work. Accordingly, the Author shall make a reasonable effort to engage in public expression to promote the sale of the Work to augment the Publisher's promotional efforts.
11. **Use of Author's Name and Likeness.** Publisher shall have the right to use, and to license to others to use, Author's name, approved image, approved likeness, and approved biographical material for advertising, promotion, and other exploitation of the Work and other rights granted under this Agreement.

## COPYRIGHT

12. **Copyright Notice and Registration.** Publisher shall, in all versions of the Work published by Publisher under this Agreement, place a notice of copyright in the name of the Author in a form and place that Publisher reasonably believes to comply with the requirements of the Canadian copyright law. Nothing contained in this section shall be construed as limiting, modifying, or otherwise affecting any of the rights granted to Publisher under this Agreement.
13. **Copyright Infringement.** If, at any time during the term of this Agreement, a claim shall arise for infringement or unfair competition as to any of the rights that are the subject of this Agreement, the parties may proceed jointly or separately to prosecute an action based on such claims. If the parties proceed jointly, the expenses (including attorneys' fees) and recovery, if any, shall be shared equally by the parties. If the parties do not proceed jointly, either or both parties shall have the right to proceed separately, and if so, such party shall bear the costs of litigation and shall own and retain any and all recovery resulting from such litigation. Notwithstanding the foregoing, Publisher has no obligation to initiate litigation on such claims, and shall not be liable for any failure to do so.

## WARRANTIES, REPRESENTATIONS, AND INDEMNITIES

14. **Author's Representations and Warranties.** Author represents and warrants to Publisher that (except for Publisher-added material): (i) the Work is not in the public domain; (ii) Author is the sole proprietor of the Work and has full power and authority, free of any rights of any nature whatsoever by any other person, to enter into this Agreement and to grant the rights which are granted to Publisher in this Agreement; (iii) the Work has not heretofore been published, in whole or in part, in any form; (iv) the Work does not, and if published will not, infringe upon any copyright, trademark, or any other intellectual property rights or other proprietary rights of any third party; (v) the Work contains no matter whatsoever that is obscene, libelous, violative of any third party's right of privacy or publicity, or otherwise in contravention of law or the right of any third party; (vi) all statements of fact in the Work are true and are based on diligent research; (vii) all advice and instruction in the Work, if applicable, are safe and sound, and are not negligent or defective in any manner; (viii) the Work, if biographical or "as told to" Author, are authentic and accurate; and (ix) Author will not hereafter enter into any agreement or understanding with any person or entity which conflicts with the rights granted to Publisher under this Agreement.

14.1 The Author will indemnify the Publisher against any loss, injury, or damage finally sustained (including any legal costs or expenses and any compensation costs and disbursements paid by the Publisher) occasioned to the Publisher in connection with or in consequence of any breach of this warranty.

14.2 To the extent permitted by applicable law, the Publisher may terminate this agreement immediately by written notice to the Author upon breach of contract.

15. **Author's Indemnity of Publisher.** Author shall indemnify, defend, and hold harmless Publisher, its subsidiaries and affiliates, and their respective shareholders, officers, directors, employees, partners, associates, affiliates, joint venturers, agents, and representatives, from any and all claims, debts, demands, suits, actions, proceedings, and/or prosecutions ("Claims") based on allegations which, if true, would constitute a breach of any of the foregoing warranties and representations or any other obligation of Author under this Agreement, and any and all liabilities, losses, expenses (including attorneys' fees and costs) and damages in consequence thereof.

## CESSATION OF PUBLICATION

16. **Reversion of Rights to Author.** Upon termination of this Agreement, all rights in the Work granted to the Publisher in this Agreement, except the rights to dispose of existing stock, will revert back to the Author. Author shall have the right, within 30 days of the notice of termination, to purchase cover and interior files used to produce the Work. Author shall not republish the Work using the Publishers name, logo, ISBN, or LOC numbers.

## General Provisions

17. **Notice.** Except as otherwise provided in certain sections of this agreement, any notice required herein shall be sufficient if it is in writing and sent by a means of communication via email enabling the sender to prove that the notice was in fact delivered to the recipient at the

address set out herein for such Party or at any other address which such Party may provide in accordance with this Section.

18. **Dispute Resolution.** Any contested claim resulting from this agreement, any dispute relating to its performance, including its cancellation, as well as any litigation resulting from a problem interpreting this agreement shall be submitted to arbitration to the exclusion of the courts of law. The Parties agree that the provisions currently in force of articles 620 et seq. of the *Quebec Code of Civil Procedure*, or any subsequent version of such, shall govern any arbitration held under this Section.
19. **Election.** The Parties agree, in respect of any claim or legal proceedings for any purpose whatsoever in connection with this agreement, to elect the judicial district of Montreal, Province of Quebec, Canada, as the proper forum for the hearing of said claims or said legal proceedings to the exclusion of any other judicial district which may have jurisdiction to hear such dispute according to the appropriate laws of Quebec and/or Canada.
20. **Counterparts.** This agreement may be signed in several counterparts, and, as the case may be, each of them when so signed shall be deemed to be an original. Such counterparts shall, however, represent one and the same document.
21. **Electronic Transmission.** The Parties agree that this agreement may be transmitted by facsimile, e-mail or similar forms of communication. The Parties further agree that signatures duplicated by facsimile, electronic signatures or similar authentication modes shall be treated as originals and each Party proceeding in such a manner undertakes to provide the other Party with a copy of the Agreement bearing its original signature forthwith, upon demand.
22. **Language.** The Parties acknowledge that they have requested and agreed that this Agreement and all documents, notices, correspondence and legal proceedings consequent upon, ancillary or relating directly or indirectly thereto forming part hereof or resulting herefrom be drawn up in English. *Les Parties reconnaissent qu'elles ont exigé et consenti à ce que le présent contrat ainsi que toute procédure, avis et autre document s'y rapportant, directement ou indirectement soient rédigés en anglais.*
23. **Entire Agreement.** Author acknowledges and agrees that this Agreement supersedes and replaces all other communications between Author and Publisher, and represents the complete and entire agreement of Author and Publisher regarding the Work.
24. **No Employment or Other Relationship.** The parties acknowledge and agree that this Agreement is an arm's length transaction between independently contracting parties, and no partnership, joint venture, trust, employer-employee relationship, or other legal relationship is created between them.
25. **Multiple Authors.** Whenever the term "Author" refers to more than one person, such persons will be jointly and severally responsible for all duties, obligations, and covenants under this Agreement, and shall share equally the total benefits, royalties, and other amounts described under this Agreement, unless otherwise specified in writing signed by all parties.
26. **Force Majeure.** Publisher's obligations under this Agreement shall be extended by a period equal to any period of force majeure that prevents Publisher from performing such obligations up to six (6) months maximum; if the period of force majeure extends beyond six (6) months, Author may terminate this Agreement at Author's election.

27. **Binding on Successors.** This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of Author, and the successors, assigns, and licensees of Publisher.
28. **Waivers.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.
29. **Amendments.** No amendment of, addition to or modification of this Agreement shall be effective unless reduced to writing and signed by the parties hereto.
30. **Severability.** In the event one or more clauses of this Agreement are declared invalid, null, unenforceable, or illegal, that shall no affect the validity of the remaining portions of this Agreement.
31. **Applicable Law.** This agreement shall be interpreted, construed, and governed in all respects by the laws of Quebec and/or Canada.

**32. Signature Block.**

IN WITNESS THEREOF, Author and Publisher have executed this Agreement as of the Effective Date.

“AUTHOR”

**YOUR NAME**

“PUBLISHER”

Ricky’s Back Yard aka Czykmate Productions

By: Jo Szewczyk