



dreaming robot press

quality middle grade and young adult  
science fiction and fantasy stories

## Author Contract

This agreement, dated **DATE** is made between **Dreaming Robot Press**, herein called Publisher, and **AUTHOR**, herein called Author, as respects the novel tentatively titled **TITLE**, herein called the Work, to be released in eBook and print format. Author is responsible for having said material ready for editorial purposes/print by deadlines agreed upon and in accordance with Submission Guideline format. Author will receive a print and eBook copy of final release.

### I. EARNINGS AND STATEMENTS

In consideration for the rights granted, Publisher will pay royalties in U.S. dollars of 40% of the NET download (digital format) price for each electronic book (novel) sold. Publisher also agrees to pay 40% of the NET price for each Print copy of the Work sold. No royalties will be paid on copies (print or electronic) sent for review/marketing purposes.

Such sum shall be paid quarterly (within 90 days of the end of the quarter) by Pay Pal (or otherwise agreed upon method by both parties. Example: If royalties paid by check or other paper means, then said royalties must accumulate to at least \$25.00 before check payment is made, unless otherwise stated by a publisher/partner/owner of Dreaming Robot Press). If by PayPal, then royalties must accumulate to minimum of \$5.00 before royalties are paid out. The quarters ending on the last day of the fiscal quarter shall be paid on or before these dates:

- 1st quarter ends March 31, paid by/on June 15th.
- 2nd quarter ends June 30, paid by/on Sept. 15th.
- 3rd quarter ends September 30, paid by/on Dec. 15th.
- 4th quarter ends December 31 paid, by March 15th in the following year.

It is the author's responsible to have an active PayPal account in order to be paid, unless otherwise stated by both parties (IE: author prefers check paid for royalties.)

### II. GRANT OF RIGHTS (See also length/term of rights)

Author hereby grants to Publisher the exclusive first right to reproduce, publish, and use the Material in U.S./English, foreign/English, U.S./Spanish, foreign/Spanish, U.S./French and foreign/French editions of Work (in print or other type of media, unless otherwise specified by both parties) and in publicity, promotion, and advertising in connection therewith. (Second rights if previously published.)

Author agrees to give Publisher first option on further translation rights, to be negotiated per situation. Author also agrees to give Publisher first option on audio rights, to be negotiated per situation.

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In addition, Author also grants Publisher the right to use her/his name (pen name if preferred), likeness (ie photo, if desired, not required), and biography in connection with the publication and promotion of the Material.

Any rights not specified herein are reserved to the author.

### III. EDITORIAL CHANGES

Publisher retains the right to edit and revise the Material for any and all uses described under this Contract, provided that the Author's original concept of the Material is not materially altered without the Author's agreement that such changes are necessary for the overall improvement of the Material. Publisher will give the Author the opportunity to review the final, edited version of the Material (errata), which is often last version they see before print. Editors of Publisher will work with Author to satisfy editorial/Author needs. Publisher has the right to edit out inappropriate materials that Publisher and ethical/legal laws prohibit.

### IV. AUTHOR WARRANTIES

Author represents and warrants that to the best of her/his knowledge:

- (a) She/he is the Author and sole owner of the Material;
- (b) The Material is the Author's original work.

(c) The Material does not violate any statutory or other copyright, or trademark;

(d) The Material is not libelous, does not violate the right of privacy, publicity, or other right of any third party, and is not in any way illegal.

(e) Any claim, demand, action, suit, proceeding, or any expense whatsoever arising from a claim of infringement of copyright or proprietary right, or claim of libel, invasion of privacy, or any other unlawfulness based upon or arising from claim or infringement of copyright or proprietary right, or claim of libel, invasion of privacy, or any other unlawfulness based upon or arising out of the publication or any matter pertaining to the Material shall be the Author's responsibility and no cost or suit what so ever will fall on or to Publisher in any manner. If Publisher requests re-writes of the Author, Author guarantees prompt responses to all correspondence, either electronic or paper. If a re-write deadline is give and Author does not acknowledge the deadline within three (3) days, or keep the deadline, this contract may be terminated.

(f) Should this title be part of a series, Author guarantees Publisher first option on any novel-length sequel to this title. Author will submit the first three chapters and a synopsis for consideration. If Publisher is interested, Author and Publisher will negotiate in good faith for the sequel. If Publisher does not accept for publication this additional work within thirty (30) days of submission, it will be considered refused and the Author will be free to market rights to the new work and any subsequent works without encumbrance. Publisher will continue to have a non-exclusive right to use the title, and all material, including characters in the Work, for the purpose of advertising, publishing, and promoting the Work for the duration of this agreement.

Should the sequel also be accepted by the Publisher, options on any further related novel-length works in the series shall be negotiated at that time and will be subject to negotiation of a new contract and new terms.

Nothing in this agreement shall oblige the Author to submit any additional, unrelated works to the Publisher, nor do rights under this clause extend to works of short fiction which may be thematically or through the use of setting or characters related to this title.

#### V. PUBLISHER RIGHTS & RESPONSIBILITIES

(a) Publisher will consult with Author concerning cover art and marketing plans. Publisher will bear costs of editing, cover art, formatting, and marketing.

(b) Publisher will prepare the work for formatting. Author understands that the formatting the book is received in will not be used for the final work. A change of formatting may include margins, overall size, fonts, etc.

(c) Publisher shall have the right to produce, advertise, promote, and publish the work in a style in which the Publisher deems appropriate to the work, including format, pricing, and distribution. Publisher has the right of final approval of Author's manuscript. Publisher will distribute the book where the Publisher deems appropriate such as Amazon Kindle, Amazon (paperback), Lightning Source, Overdrive and anywhere else that Publisher decides during the term of the contract. Publisher also reserves the right to advertise anywhere the Publisher deems appropriate such as: Facebook, YouTube, forums, groups, review sites, magazines, Amazon, etc.

(d) The Publisher has the right to contract with distributors, bookstores, vendors, organizations and/or outlets of books to sell the work within the Publisher's name. For all sales through these outlets, the Author will be compensated royalty of the sale price to outlet, less any handling costs or discounts charged by the outlet.

#### VI. AUTHOR COPIES

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

- Ten (10) copies of the eBook Edition of the WORK (download link will be provided).
- Five (5) copies of the Printed Trade Paperback Edition of the WORK, if published.

Author may elect to purchase additional eBook Edition copies or Printed Trade Paperback Edition copies at a discount of forty percent (40%) of the retail price. Author will not receive royalties on any copies that Author has purchased at such discount rate. Author will pay all shipping charges for purchased copies. Author may resell copies of the WORK that Author has purchased from Publisher, or were provided to the Author as complimentary copies. Author will be responsible for reporting earnings from any such sales of the WORK to taxation authorities and Author hereby indemnifies and holds Publisher harmless for Author's failure to report such earnings.

Author does not have the authority to enter into any agreements on behalf of the Publisher.

#### VII. MANUSCRIPT:

(a) Author agrees to deliver to the Publisher the completed work requested on or before August 31, 2017 in the format agreed upon by the Publisher, executive director, and Author. Should Author wish to make any changes to the Work, it should be done prior to the due date. Author further understands that Publisher will endeavor to release the Work within twelve (12) months of receipt, but it may take up to eighteen (18) months of receipt, possibly longer if re-writes are requested of the Author.

(b) Author shall, at the time of submission of final work, include written Authorizations or permissions for the use of any copyrighted or other proprietary material that appears in the work, including but not limited to art, illustrations or quotes. These Authorizations and permissions shall be obtained at the Authors own expense.

(c) Publisher reserves the right of final approval on revised final work submissions. Author shall be notified of such acceptance of revised work.

#### VIII. INDEPENDENT CONTRACTOR

Author is an independent contractor and not an employee or agent of Publisher. This Agreement does not create an employer-employee relationship between the parties for any tax, insurance, or other purpose; nor is any agency or other form of joint enterprise created hereby. Author shall not state nor imply, either directly or indirectly, that Author is authorized to commit or bind Publisher. Author shall not incur any unauthorized expenses nor enter into any oral or written agreement on behalf of or in the name of Publisher. Author agrees to provide Publisher with a current and correct W-8BEN form or any other forms as may be required from time to time to enable Publisher to comply with US and any other country's laws regarding tax for the Publisher. Author further agrees to submit a new W-8BEN or any other form promptly within 30 days if any certification made on a current form becomes incorrect. See US Government website for non-US author tax forms needed. Go to: <http://www.w9form.net/> for W9 form to submit to Publisher, LLC. OR go to [www.irs.gov](http://www.irs.gov). and download a copy of your state's W9 form.

#### IX. COPYRIGHT/ISBN

Publisher will obtain and assign ISBN (International Standard Book Numbers) for the Work. The copyright symbol and publication year will be near the Author's chosen name and/or pen name in the text portion of the said work. The author has sole responsibility for obtaining official copyright through the copyright office.

#### X. SELLING PRICE

Publisher will set the retail sales price ("cover price") of the Work, based on length, comparable works, and format. Publisher reserves the right to raise or reduce the price as needed to stimulate sales. (Vendors make their own sale prices at their discretion.)

#### XI. TERM OF CONTRACT

Contract shall be in force from the date it is signed by all parties until three (3) years from the actual release/publication date of said work, (Month/Year the book is first released). Work may also be re-contracted for a re-release of the same digest/anthology or dual contracted or contracted for a newly issued digest, special edition or single line title or media of any type by Publisher during the term of contract. (Example, author's short story in one digest could be published in a similar digest or an author anthology or single, to generate more sales for author.) Author shall have the right to terminate this Contract upon written notice to Publisher in the event Publisher does not publish the Work within six (6) months of the anticipated publication date as specified above. This Contract shall immediately terminate, without notice, (i) upon the institution by or against Publisher of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, (ii) upon Publisher making an assignment for the benefit of creditors, or (iii) upon Publisher's dissolution or ceasing to do business.

Upon the expiration of the Term, if the Work has not been re-contracted for a further term, all rights granted to the Publisher herein with respect to the Work shall automatically revert to the Author. Author understands that copies of the Work that have already been purchased and are stocked by bookstores or retailers, may be continued to be sold until such stock is exhausted. Publisher will ensure that no additional copies of the Work will be printed, distributed, or sold. Publisher will remove the listing of the Work from its website and all download-based distributors. Author shall have the right to purchase any remaining print copies of the Work that may be in the Publisher's or Author's possession at the expiration of the term. To facilitate record-keeping for the Publisher, if the Publisher and the Author can agree on a discounted price for these copies, no royalty shall be payable on such copies.

Upon the expiration or other termination of the Term, the Parties shall be deemed to have fulfilled their obligations hereunder except for those obligations that survive the termination of the Term (e.g. Publisher's obligation to send royalty statements to Authors if Publisher receives payment for any copies after termination, and Author's warranties and indemnities). All rights to cover art or other files created by Publisher remain with Publisher.

#### XII. CANCELLATION

Publisher reserves the right to reject the work and terminate this contract if Author fails to meet deadlines, if work does not meet Publishers minimum standard of quality, or if Author fails to do the required revisions. In the event of cancelation of this contract, all rights to the work revert back to the author. All rights to cover art or other files created by Publisher remain with Publisher.

This Contract shall immediately terminate, without notice, and all rights granted to Publisher herein shall immediately revert to the Author (i) upon the institution by or against Publisher of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, (ii) upon Publisher making an assignment for the benefit of creditors, (iii) upon Publisher's dissolution or ceasing to do business, or (iv) if the Publisher suspends operations (with the exception of a temporary suspension for technical difficulties, such as loss of a web server, lasting not more than sixty (60) days) or is ordered to suspend operations by a governmental or police entity, or by injunction or restraining order. If an ordered suspension is lifted and operations resume, Author and Publisher may agree in writing to reinstitute and continue this Agreement under the same or revised terms.

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, at a minimum, to the same terms set forth in this Agreement and must agree in writing. If the successor publisher does not plan to market and promote books of the type and genre of the Work or refuses to be bound by the terms of this agreement, all rights granted to Publisher herein shall revert to the Author not more than ninety (90) days after the completion of the sale of Publisher.

### XIII. COMMUNICATION AND JURISDICTION

Any written notice provided by either Publisher or Author under the terms of this Agreement must be in the form of a certified mail notice or other receipted or traceable delivery service, including email, where return acknowledgement is received. Publisher and Author each agree to provide the other with current email and postal addresses, updated promptly in the event of any changes. In the event of any litigation hereunder, venue shall be in New Mexico, and the laws of New Mexico shall control.

### XIV. SIGNATURE AND AUTHOR INFORMATION

Typing-in your information in the following fields constitutes your digital signature and your acceptance of this contract in its entirety. Contract must be emailed back to representative sending to you at [books@dreamingrobotpress.com](mailto:books@dreamingrobotpress.com). An email version is all that is required.

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

PSEUDONYM/PEN (if applicable): \_\_\_\_\_

Website/blog: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE/PROVINCE: \_\_\_\_\_

ZIP/POSTAL CODE: \_\_\_\_\_

COUNTRY: \_\_\_\_\_

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