

YAV Publishing Agreement – Version 1.6.7

July 2021

YAV provides publishing services and marketing tools for authors as well as online bookstores where authors can list and sell their books. Publisher is a subsidy-based “indie” book publisher and book packager, and retains no exclusive rights to the author’s Work beyond the right to exclusively publish the work in book form, softcover, hardcover, and eBook. Authors are free to list and sell their works wherever and however they feel is in their book’s best interest.

This agreement is a publication contract with YAV Publications. Terms and fees stated herein have nothing to do with self-publishing or book-packaging, services which YAV provides. Request a copy of the YAV book-packaging agreements that include appropriate terms and fee schedules.

YAV provides personalized customer service; honest and expert advice; electronic distribution to online retailers such as Amazon.com, BarnesAndNoble.com, Borders.com, BooksAMillion.com, and many others; availability to national and international brick-and-mortar bookstores and libraries through the Ingram catalog, as well as Baker & Taylor catalog; optional eBook availability for Amazon Kindle or Barnes and Noble Nook; professional editing (including FictionFixer™ evaluation where appropriate); formatting and typesetting; book-layout and design; cover design and preparation; editing and restoration of graphics and photos, toll-free and on-line ordering; marketing assistance as specified herein; internet and web-services (including website design and hosting); ISBN numbers; UPC and EAN barcodes; registration with the Library of Congress (LCCN); Ingram; and Books-in-Print; and other services befitting of a “one-stop shop” medium-sized “indie” publisher or Print-on-Demand (POD) digital publishing service.

Excluding occasions during which author is in arrears to YAV, this agreement may be terminated by either party, for any reason, immediately by e-mailed request, with or without cause. Additionally, when Author resides in North Carolina, the 72-hour “Cooling Off Period” law applies to this contract unless the contract is signed “after negotiations at the seller’s normal place of business” of which there are five such locations in Asheville, North Carolina:

121 Cedar Forest Trail, J&K Kitchen, the Green Sage Café, the Whole Foods Café.
This list also includes all Regus Office Centers within the state of North Carolina.

This Agreement is between YAV Publications and Christopher Yavelow (including YAV.com, InterestingWriting.com, and YAVpublications.com), hereafter referred to as the “Publisher,” and the Author _____ or authors in the case of multiple authors or duly authorized legal representative (herein referred to as the “Author”) in regards to the Work (herein referred to as “Work”) named at the end of the contract and shall be considered legal and binding in all countries, and by their separate or conglomerate governments.

I. CLAUSES REGARDING RIGHTS GRANTED TO PUBLISHER

The Author grants Publisher the exclusive right to publish and print or assemble the Work in print and digital format and the non-exclusive right to sell the Work in print and digital format (including print-on-demand format) anywhere in the world, with the understanding that as long as this contract is in effect, the Author will not create other published versions of the same Work.

For the purposes of this agreement, all sales made by electronic transmission—including (but not limited to) sales via the internet, the World Wide Web, email, fax, and phone—shall be construed as sales made in the United States.

Copyright will remain with Author, in the Author’s name unless Author requests otherwise. Publisher claims no other rights to the Work.

II. CLAUSES REGARDING WORK SUBMITTED

The Author hereby states he or she currently holds all copyrights to the Work and that the Work is not currently in the public domain and that he or she is sole owner and copyright holder of the work, with full power to legally enter into this agreement.

The Author hereby states that he or she is owner of any trademarks and/or trade names associated with the Work or has permission to use such marks or names or that they are used in a way that is not legally actionable; that the Work does not constitute obscenity, hate literature, or illegal content.

The Author hereby states that the Work submitted to Publisher is free and clear of any counts of libel, plagiarism, breach of privacy, or misrepresentation of facts. The Author also states that the Work, if biographical or “as told to the Author” is, to the best of the Author’s knowledge, factual and true. The Author agrees to pay Publisher’s legal fees, court costs, and any resulting judgment against Publisher if legal action arises from any known or unknown libel, plagiarism, violation of copyright (or other property of personal right), breach of privacy or misrepresentation of facts, whether known or unknown by the author, medical and/or legal damages, copyright infringement or any other legal dispute related to the authenticity, character, or content of the Author’s books. Publisher shall, with all reasonable promptness, notify the Author of any such claim or suit.

Author agrees to not enter into any agreements with any person, firm or corporation that will conflict with the rights granted to Publisher as stated in this contract without first terminating Author’s contract with Publisher or receiving written permission from Publisher.

Publisher reserves the right to stop advertising and selling books that are involved in any legal dispute or pending legal dispute.

If, during the existence of this Agreement, any entity makes unauthorized use of the author’s Work, it is the sole responsibility of the author to take legal action as may be required to restrain such wrong or to seek damages and the author shall bear all costs and expenses of and shall keep all remunerations resulting from the legal actions. If appropriate, Publisher may join such actions.

The author is responsible for keeping Publisher current on all email address and mailing address changes. Publisher may be forced to terminate an author’s contract without notice if the author does not respond to Publisher’s communications within three months. If an Author uses an email service that filters incoming email for spam, this may create communication difficulties for Publisher and the Author. The Author is encouraged to provide Publisher with two email addresses from different services to further prevent difficulties.

Before work commences and unless another submission format has been mutually agreed upon by Author and Publisher, Author will submit Work according to Publisher’s specifications, found at <http://Submissions.yav.com> within 6 months of signing this agreement; otherwise, this agreement will be terminated unless it has been extended according to the following paragraph.

Upon the signing of this agreement and payment of the retainer (at least 50% of the estimated Author’s subsidy), the Author is assigned a place in the YAV publishing queue. The number of books already in the queue multiplied by 6 weeks is the approximate start date for work on Author’s book. Publisher agrees to make all reasonable efforts to have completed the project to the first printed proof stage, within 6 weeks but not later than 6 months after Author arrives at the first position in the queue and has delivered all files: manuscript, images, photos, or illustrations.

If author reaches the first position in the queue before submitting the final manuscript, time extensions may be agreed upon by the Author and Publisher. In any event, Publisher will make reasonable efforts to insert Author’s book into the queue as early as possible.

All date durations in this section will be extended a week for each week or portion thereof after the initial week that Author is proof-reading an electronic proof.

III. CLAUSES REGARDING THE FORMAT OF WORK

Publisher sells Works as printed books (Print On Demand or otherwise), and publishes eBook versions upon negotiation with the Author. Larger quantities (1,000 or more in a single order) may be printed using “offset printing,” while smaller quantities may be POD (Print On Demand).

Works are delivered to purchasers as physical books (excluding eBooks) and printed on a per order basis, either individually or in quantities, as softcover or hardbound books.

The default form of a Work in POD format will be softcover. The Author must specifically request a Work in POD format be placed in hardcover form. In requesting a new format (hardcover version of a softcover book, or vice versa), the production and pre-press fees will be much less than those for the original work as the interior file will require changing only the ISBN.

If a Work is to be issued in both softcover and hardcover forms, a new ISBN is required for each edition. The interior file can be reused for the new format; however, conversion of the book cover from softcover to hardcover or dust-jacket versions usually incurs additional fees, but those are the only additional pre-press/production fees required (usually \$96.00 if the original cover is printed on the hardcover version and \$144.00 if printed on the dust jacket).

A hardcover dust jacket adds \$1.88 to the manufacturing cost of each individual hardbound book, although this fee changes periodically. This agreement will be updated to reflect those changes.

All books are required to have an ISBN. ISBNs are not transferable and cannot be used on a book printed by more than one publisher. A new ISBN must be assigned each time a book is republished, regardless who owns the ISBN.

IV. EBOOK VERSIONS

With Author’s permission, YAV Publications authors can release an eBook version of their print book for an additional \$199 (print books of 106 pages or less), \$299 (books of 108-160 pages), or \$399 (books of 162-276 pages), \$499 (books with 278-360 pages), or \$599 (books with 362-450 pages), add 50 cents per page beyond 450 pages. Interior graphics sometimes require reformatting for eBook delivery, and this may incur additional charges as detailed elsewhere in this agreement. Fees are per platform. Amazon Kindle, Barnes & Noble Nook, and iBook are separate platforms.

EBooks released by Publisher must have a YAV ISBN number that is different from any physical edition of the book. Additionally, eBooks must include YAV Publications attribution and logo.

In most cases, Author will receive 70% of profits from eBook sales. Any delivery fees or other fees charged by the eBook retailer may reduce following percentages and/or profits accordingly.

- 1) Amazon Kindle eBooks priced between \$2.99 and \$9.99 return 70% of the sale price minus Amazon’s “delivery fees” as profit to the Author and Publisher. The author receives 70% of that profit and the Publisher receives 30% of that profit.
- 2) Amazon Kindle eBooks priced at or lower than \$2.99, or higher than \$9.99 return 35% of the sale price minus Amazon’s “delivery fees” as profit to Author and Publisher. The author receives 70% of that profit and the Publisher receives 30% of that profit.

In some cases, with author’s consent, eBooks created from print books with dimensions 6 inches by 9 inches or smaller may be prepared without cost to author provided the Author/Publisher profit split is 50%–50% after Amazon deducts their percentage (plus delivery fees, if any) from the sale price of the eBook.

V. CLAUSES REGARDING THE ANNUAL REVIEW OF WORKS' SALES

Publisher annually reviews sales of all Works to determine which Works it will continue selling.

If a Work is not averaging at least twelve sales in the current year from all sources (online, publisher direct, third party, and from the author), Publisher reserves the right to remove the Work and, in some cases, terminate the contract with the Author, unless Author bears costs associated with continuing to keep the book in print (LSI fees, storage fees, and the like), typically \$12 per year (not to exceed \$100 per year). Market Access fees are normally taken out of Author's royalties. In cases in which Author's sales are not covering Market Access fees, Author may remain under contract with Publisher, and the book will continue to be available for purchase through the Publisher, and for catalog purchases (e.g., by bookstores and libraries through the Ingram and/or Baker & Taylor catalog).

VI. CLAUSES REGARDING PUBLISHER'S SERVICES AFTER PUBLICATION

Publisher provides services to support the Author in the publishing and sale of the Work:

- 1) To the consumer through InterestingWriting.com, YAVpublications.com, and online outlets such as Amazon, BarnesAndNoble, Borders, BooksaMillion, and more.
- 2) Making the Author's Work available to "brick-and-mortar" stores and libraries through such catalogs as Ingram, Baker & Taylors, Spring Arbor, and others.
- 3) Fulfilling orders for the Work by processing the customer's payments and delivering the Work in the format the customer paid for.
- 4) Handling customer support inquiries, including non-catalog orders of retail outlets.
- 5) Distributing the royalties of each sale of the Work to the Author on a quarterly basis, provided the sum of author's unpaid royalties exceed \$100.00. Author may request an annual royalty accounting if the \$100 is not reached by year's end.

VII. CLAUSES REGARDING CHARGES OF PUBLISHER

Editing: Publisher charges per-word fees for editing Author's manuscript. Initially, 10 pages will be edited to determine the extent of editing required. Upon return, Author will have one month to edit the manuscript accordingly, or to engage Publisher for the editing.

Base Price Per Page: Publisher charges a single per-page fee for formatting Author's manuscript during the layout and design stage. The Base Price Per Page drops progressively at the following breakpoints: 18–99 pages, 100–199 pages, 200–299 pages, and 300+ pages. Base price includes design, layout, typography, typesetting, and creating custom hyphenation & justification tables for all text in and on the book, as well as assuring no *widows, orphans, runts, rivers, or islands* appear. The sum of all pages' Base Price fees must exceed \$299. If Author alters a page by more than 70% of its content or adds a page, this counts as an additional page.

Manuscript Formatting: If "Styles" have not been assigned to the text, a \$2 fee is assessed for assigning "Styles" to the first pages of chapters. Manuscripts should be delivered as a single file. Multi-file submissions will incur a \$15 per file fee for assembly.

Graphics: The insertion of charts, tables, illustrations, bullet lists, and other visual elements add \$2 for the pages affected. Scanning of images is \$5 per scan. Graphics-related fees appear on the standard pre-publication estimate. Fees for all images submitted that are edited by Publisher will be included in the project's final accounting whether or not the images appear in the book.

Layout and Design: Publisher charges fees for design and layout of the Work. This includes choosing and assigning fonts, headers and page numbering, spacing, pagination, hyphenation, and preparation of frontal matter. Flat fees are: \$144 up to 108 pages. \$288 for 108 to 276 pages, prorated at a \$1 per page afterwards.

Cover Design: Publisher charges hourly or per-project fees for cover design and preparation. Publisher will provide one or two mockups of the cover to Author. Author has 2 weeks to review the cover concepts and approve one. If author does not approve the cover art, Author will have an additional 2 weeks to provide alternative cover art at Author's expense. Publisher must approve any cover art produced outside of Publisher's own resources. If Author fails to provide a suitable alternative cover artist, Publisher will choose from the cover concepts.

Cover art or photo-licensing fees are the responsibility of the Author. Publisher promises to make reasonable efforts to keep such fees as low as possible by using stock photo and illustration libraries or Publisher's own library. Publisher will not license any art, nor contract outside artists or graphic designers without Author approving any additional fees in advance. For example, with Author's approval, a service like 99Designs.com might be used to create the basis of the cover.

Payment: Author will receive a detailed estimate of the cost of all work and expenses to be undertaken by Publisher on his or her behalf, and at least 50% of this amount will be paid to Publisher before work commences. **The balance plus any new charges will be paid upon project completion prior to Publisher releasing the book into distribution.** Often, that is considered the publication date; However, if the book is made available for "Pre-Order," the pre-order date will be deemed the "publication date" for legal purposes; additionally, author may request a different date be filed as the publication date (e.g., for sentimental reasons).

This agreement periodically undergoes revision to keep pace with the the publishing industry. You will be notified of any major changes that effect the current agreement or might offer new opportunities for your book. For minor revisions of this agreement, you can always find the latest version at <http://Agreement.yav.com>, and a listing of all changes is always available upon request.

VIII. FEES RELATED TO PRINTER PASSED CHARGED TO AUTHOR

Publisher charges a \$118 to \$144 administrative fee to handle all paperwork required by the printer and distributor(s), as well as the following printer-related fees for POD books; two Publisher proofs as PDFs: free; ISBN number: \$16, LCCN: \$36. CIP: \$75 (add \$10 for MARC and WorldCat Listing and \$20 for each additional MARC and WorldCat listing: Maximum of 3), EAN Bar code: free. Market Access fee: \$12 (annual), overnight delivery of required first physical proof: \$30 (\$35 for hardcover; note: possibly higher for lengthy color interior books); Ingram Advance catalog (optional at \$85 or more). Most fees are paid directly to our main printer/distributor (LSI) and thus, those fees are subject to change (rarely) according to LSI.

Author Alterations and Proofs: YAV supplies electronic proofs (eproofs) at no charge. These eproofs are "in progress" and might not have their headers and/or footers removed on blank pages and/or chapter first pages. Author should arrange for proofreading. There is no charge for the first 100 corrections (The figure 100 applies to the all Publisher proofs collectively, not individually), but corrections after the first 100 are billed at one dollar each.

Each correction that results in a page-break change is considered an "Author Alternation" (hereinafter: AA) rather than a "simple" correction and will be billed an additional \$5 per page-break caused by an AA. Any images, graphics, call-outs, or related items that need to be moved to another page due to an AA may incur a \$25 fee. Text-wraps around non-textual page elements that are required due to an AA may incur a \$10 fee. The correction of any widows, orphans, or runts that result from an AA may incur a \$2 fee, each. A fee of \$20 will be charged if the alteration requires a new Table of Contents to be created.

Changes that Alter the Overall Page Count: In any of the proofing stages described above, if the cover file has been finalized, any changes requested by the author that alter the number of pages in the book will incur a \$72 Change Fee to adjust the cover-wrap file for the new page-count. For this reason, the initial electronic proofs may be provided before the full cover-wrap is assembled, even though both the front and back covers may have been approved.

Finalization: Deeming a Work to be final and ready for sale is the Author's decision. If, subsequently, errors are discovered, Publisher may remove the Work from sales channels until the errors are corrected. If the errors were the Author's mistakes, *[new setup fees removed in version 1.6.2 of this agreement]*. After finalization of the Work, but before the Work is released for distribution Author agrees to pay all outstanding balances due to Publisher.

Market Access Fees: Currently \$12 per year, if book profits do not offset this annual fee charged by the printer, Publisher reserves the right to pull the book from distribution after five years of insufficient sales but will not do so without giving Author the opportunity to pay this fee.

IX. CLAUSES REGARDING THE LIST PRICE OF WORKS (COVER PRICE)

The Author can set the list price of the Work to any amount, provided the price is at or above Publisher's minimum list prices. Publisher recommends that the cover price allow Author at least \$1.00 per sale through online retailers who expect a 48%, 50%, 53%, or 55% wholesale discount off the cover price and will calculate the minimum retail price to make this possible.

If the primary sales channel is brick-and-mortar stores that expect a 40% discount, the list price can be lowered significantly. If the primary sales channel is direct sales, by way of the Author's or another's website, or from the "back of the room," an even lower list price can be established.

The Author is free to sell the Work through sales channels other than those with whom the Publisher has a relationship. However, the Author may not create a new published edition of the printed version of the book in any language without first terminating this contract.

X. CLAUSES REGARDING ROYALTY PAYMENTS

Royalty payments due are paid and sent with accompanying statement within 30 days of end of quarter (end of March, June, September, and December). Publisher observes the standard holidays recognized in the United States. Royalty payments are paid in US dollars by check or direct deposit, and these will be accompanied by complete accounting information including list price, discount, wholesale price, number sold, number returned, cost of production, cost of returns, setup recovery, adjustments, return charges, and net author compensation.

Royalty payments are made on author accounts only when an outstanding balance of \$100.00 US or more has accrued by the last day of the quarter. Accounting statements as described in the previous paragraph are normally provided only when accompanying a royalty payment. If more than a year has elapsed between statements, one will be sent upon request. Accrual of royalties is calculated on a per-book basis, not on a per-author basis. Hardcover and softcover editions of the same book are considered separate books with separate royalty accounts.

Author's royalties consist of all profits of the print book after deducting printing costs and Publisher's share of (for softcover books) 0.99 cents per book for most softcover books priced up to \$19.99, then 10% for books priced from \$20.00 to \$29.99, and 12% for books priced \$30.00 or above. The figures are the same for hardback books and color interior books, with one exception: for hardback or color interior books that are priced between \$15.00 and \$19.99, publisher's share is \$1.49 per book.

Publisher's sales and fulfillment system is the final authority in determining how many copies of a Work have been sold. If the Author believes Publisher's sales and fulfillment system is in error, the Author may order an audit of the system by a third party during normal business hours no more than once per 6 months. The audit may go back a period of up to 5 quarters (15 months). If the Author requests an audit, the Author agrees to pay all costs associated with said audit unless a discrepancy is discovered that is greater than one hundred dollars (\$100.00) in the Author's favor, in which case, the Publisher shall reimburse the auditor's fee in addition to any additional monies due to the Author by way of said discrepancy.

Royalties are paid on sales deemed final. Criteria for deeming a sale final are as follows (note: both criteria must be met): The sale has been processed by Publisher's sales and fulfillment system; and the proceeds of the sale have been deposited in Publisher's bank account.

No royalties are paid on books purchased by the Author directly from Publisher because these are purchased at production cost, which is below wholesale cost.

Reversed Sales: Sales deemed final may be reversed in the following circumstances:

- 1) The customer requests a refund or the cardholder later issues a chargeback.
- 2) The customer pays with a check that is returned because of insufficient funds.
- 3) Orders placed at bookstores that are not picked up and paid for.
- 4) Any possible credit card fraud involving an order for the Author's Works.
- 5) Any pattern of suspected fraud, including patterns of fraudulent orders suspected by YAV that appear to originate from any bookseller or distributor.

Chargebacks: Because of the slow nature of credit card companies, a chargeback may take several months to resolve. For this reason, sales deemed final may be reversed at any time. If a sale deemed final is reversed and the royalty has already been paid to the Author, the amount of the royalty paid will be deducted from future royalties owed to the Author by Publisher.

Co-Authored Works: For co-authored Works, Publisher will distribute one check payable to either one or both/all authors or to a company or person designated as the Authors' Book's designated payee. Publisher cannot distribute separate royalty checks to authors of co-authored works. All Authors and Co-Authors of Works published by Publisher must complete this contract to register as an Author with Publisher. Multiple authors must name a "supervising" author to receive payments on behalf of the group.

Information Collection: Publisher may need to obtain the social security number or other Tax ID number along with the name and address, of all Authors who are United States citizens. For this reason, Publisher may request and keep on file the Author's social security number when the Author's contract is submitted, subject to Author's opting in or opting out of this requirement.

Four weeks must pass before Publisher will re-issue missing/lost royalty checks. Mail does go astray. Forwarded mail takes longer to arrive. Cancelled checks are expensive to process. For these reasons, Publisher allows extra time to determine what has happened to checks that don't arrive promptly at their destinations.

Author's Responsibility to Update Publisher with Address Change: Please ensure you send your new address to YAV as soon as possible after moving. And, always expect a prompt confirmation from Publisher via email that your new address has been received and processed.

Final royalty payments following the termination of a book: If the book has been distributed on the "return if not sold" basis, the by YAV Publications, this requires holding royalty payments in escrow for 6 months to see if there are returns to be paid for.

We have never been notified in advance of such sales in the past, but have often received and been forced to pay for "returns" of this kind. Author may request to receive all current royalties and thereby release any returned books to Publisher for sale without royalty, but Publisher may or may not choose to accept this arrangement, depending upon the sales history of the book or other factors at Publisher's own discretion.

XI. CLAUSES REGARDING COMMUNICATION WITH AUTHORS

The primary method of distributing royalty checks is via U.S. Postal Mail and in U.S. dollars.

The primary method of communication with Authors shall be by way of email to Books@yav.com or Bytehoven@gmail.com. Authors must have access to the Internet. An author may designate a representative to communicate with Publisher on their behalf.

If the Author is owed royalties, and if the Publisher cannot distribute those royalties because checks are being returned to Publisher by the post office, royalties owed shall be set-aside for six months. If after six months the Author or Author's legally designated representative has failed to claim unpaid royalties, the royalties shall be deemed charitable funds and donated to a non-profit organization of Publisher's choice.

It is the Author's responsibility to notify Publisher when the Author's current email address and/or physical address change. Although not required, the Author is advised to provide Publisher with at least two separate email addresses from two separate Internet service providers to prevent email communication problems and delays.

During certain stages of the book production workflow, it may be necessary for the Author to check their email at least once per day (preferably twice) to answer any questions that may have arisen during the book's production and to keep the production process on schedule.

XII. CLAUSES REGARDING THE PROMOTIONAL ACTIVITY OF AUTHORS

When an Author's Work is made available for sale, Publisher issues the Author a Web page at a InterestingWriting.com where a customer may buy the Work. The Author is encouraged to promote this URL both online and offline. This domain will be some form of *[Author name or Book title].InterestingWriting.com* and this will also be accessible from *[Author name or Book title].YAVpublications.com*. Author may choose any word as the first element of this three-element domain name. If published under one of YAV Publications other imprints, i.e., Celestine Opus, Science of Writing, or BooksFromTrees, those imprint names can be used in the URL.

InterestingWriting.com (YAV Publications) does not “upsell” authors on marketing advice, products, and services because marketing benefits both the author and the publisher. That said, Publisher is happy to advise Author in marketing the Work, and, in many cases, can help in the preparation of promotional materials such as bookmarks, posters, and other promotional items.

Upon request, author will receive from Publisher, a special, unlisted Web location from which he or she can download copies of the book's covers at various sizes (print versions at 300-dpi CMYK and screen versions at 72-ppi RGB) for use on websites, and also where he or she can download copies of the book's front cover at high-quality print resolution. These can be used to create posters, banners, bookmarks, or other promotional products with the book's cover image, and the aforementioned Web URL may be given to printers, reviewers, distributors, and others who have an interest in marketing the book.

The Author may use their InterestingWriting.com URL or the YAVpublications.com URL in any promotion they see fit, providing the promotion is legal and does not have the potential to damage Publisher's brand. The same applies to Publisher's other imprints.

If the Author is unsure about a specific promotional tactic, the Author should seek the advice of Publisher before proceeding with the promotion.

Publisher is adamantly against the tactics of spam. Spam is defined as:

- 1.) Sending a form email en masse to people who have not requested it,
- 2.) Posting a form message en masse to newsgroups or discussion lists,
- 3.) Any unsolicited electronic posting or mailing that results in complaints to Publisher, Publisher's web hosting service or an anti-spam group whether made by the Author of the Work or by a third party without the Author's knowledge.

The Author should never use spam tactics when promoting their Work. Authors who use spam tactics when promoting their Work risk having their contract terminated and their Work removed from Publisher's sales channels.

The Author will not have any rights to or in any trademark, service mark, trade name, mark, or colophon, or logo (for example, a graphic or animated graphic associated with YAV Publications) used or licensed by Publisher without written permission from Publisher, unless the mark is used as it appears on the cover of your book in the context of a reproduction of the cover of your book for promotional purposes. The meaning of the previous sentence refers primarily to the use of one or more of the Publisher's logos not in its original context (usually on the back cover of your book); for example, the YAV Publications logo, Science of Writing logo, BooksFromTrees logo, Celestine Opus logo, or any other logo currently in use by YAV Publications.

XIII. CLAUSES REGARDING THE PROMOTIONAL ACTIVITY OF PUBLISHER

Publisher shall have the right to use the Author's name or pen name (whichever Author specifies), likeness and biographical material for the purpose of advertising, publishing, and promoting the Work itself, its title, and all material, including characters in the Work, through their use, simulation, or graphic exploitations on or in connection with the Work or Publisher.

Publisher may, at its sole discretion, distribute excerpts (never to exceed 15% of the Work) and reprints of portions of the Author's titles to print, broadcast, and electronic publications or to the public for marketing purposes.

Publisher may, at its sole discretion, distribute a password-protected, unprintable copy of the Work in electronic format to book reviewers who request a review copy. Publisher only distributes books to professional book reviewers and, when possible, the Author will be notified when the book is being sent to a reviewer.

The Author is responsible for sending print books to reviewers, at their discretion and expense, although Publisher can undertake this sort of promotion upon special arrangement with Author.

While Publisher promotes the book catalog of InterestingWriting.com in general, and promotes specific books when opportunities arise in interviews, etc., and even uses books published by YAV Publications in print advertising, authors are responsible for most of the marketing of their own books unless a special agreement has been made with Publisher or third party specifying that their designee be responsible for marketing.

XIV. CLAUSES REGARDING DEALS NEGOTIATED BY THE AUTHOR WITH THIRD-PARTIES

This agreement does not create an exclusive relationship between the Author and Publisher. The Author and Publisher are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

The Author has no authority to make or accept offers or representations on Publisher's behalf. The Author agrees not to make any statement, written or oral, that would contradict the above.

If the Author wishes to enter into a distribution deal arrangement with a third-party with which Publisher has no established relationship, the Author is free to do so. However in that instance, the Author agrees to negotiate the terms as well as perform sales fulfillment and management of the relationship. Publisher has no obligation to support relationships entered into independently with third-parties by the Author, other than to sell the Work to the Author at the standard discount Publisher gives to all Authors, or, in the case of distributors, to all distributors.

XV. CLAUSES REGARDING THE HANDLING OF CUSTOMER INFORMATION

Publisher's transaction system contains personal information and buying habits of individual customers. Per Publisher's Privacy Statement, this data is not shared with anyone. Customer information is not given to Authors as this would be a violation of Publisher's Privacy Statement.

XVI. CLAUSES REGARDING THE HANDLING OF SALES DATA

Publisher's transaction system contains sales data regarding the Work. Publisher owns this data.

Publisher shares the data pertaining to Author with the Author in the form of royalty reports including the date (quarter) and amount for each sales transaction for a Work. Publisher does not distribute customer contact information to Authors in accordance with its own Privacy Statement.

XVII. CLAUSES REGARDING THE AVAILABILITY OF WORKS FOR SALE

Publisher shall make reasonable efforts to keep its Web sites and publishing structure viable at all times. Temporary lapses in the site's presence on the Internet or World Wide Web occurring through natural or technical causes do not constitute an exhaustion of edition. Publisher cannot be held responsible for any loss of sales due to website errors or downtime or World Wide Web.

The Work shall not be deemed "out-of-print" for as long as its presence remains in Publisher's sales channels, unless both Publisher and the Author have reached any agreed-to time limits without renewal. However, Author and/or Publisher may terminate this agreement at any time.

If outstanding balances are owed by Author to Publisher, or Publisher to Author, these may be settled as expediently as possible: for example, Publisher may need to sell inventory of Author's Work without royalty to recoup unpaid past-due balances (e.g., Market Access fees or any outstanding book-editing or book-production fees). If sales of inventory are not sufficient to cover outstanding balances owed by Author to Publisher, Publisher will continue to sell the book without royalty to recoup unpaid balances until the book has "earned out" (meaning the book has earned enough to reimburse Publisher's expenses as calculated using the fees Publisher charges for "packaging" an externally published book. These fees are available at <http://Rates.yav.com>). Until all unpaid balances are paid, Author is prohibited from releasing a new edition of the book.

Publisher will be dismissed from its obligations in this contract if events occur outside of Publisher's control, including natural disaster, acts of God, fire, service outages at Publisher's or printer's facility, or labor problems at the printer's or distributor's facility. Should any type of service interference occur, Publisher will notify all authors and provide a good faith estimate as to when the problems will be resolved, or in the unforeseeable case that no resolution is possible.

Release of Cover Files & Interior Files. When book has "earned out" (see previous section) or any balance remaining to earn out is settled, Publisher will return cover & interior files, meaning the printable PDFs used for the most recent edition, to Author upon request and without charge provided that at least 2,500 copies of the book have been sold (including Author purchases). Otherwise, a fee for each PDF file will be assessed: \$2,500 for the interior, \$1,500 for the cover.

The ".indd" and ".psd" source "native" or "layered" files cannot be released because they contain licensed elements that can be distributed only to printers. In rare cases when layered files can legally be released and the author desires them, the aforementioned fees will be doubled for those files. Authors of books of less than 108 pages may request a 20% reduction for all fees mentioned above. Returned files will be stripped of YAV's ISBN, Logo, Colophon, and copyright page. Subsequent use of the returned files for publication must include the phrase "Book design by YAV.com" on the copyright page.

Actual termination date will usually be the end of the quarter during which the request for files is made, although the processes of removing the book from distribution channels severing distributor ties, online catalog removal, hard copy catalog cancelation, and halting Market Access fees and renewals, and so forth, will begin immediately, so that they might be completed by the end of the current quarter. Files will be returned before 14 days after the end of the current quarter have elapsed. Final royalty payment will be made according the terms in the earlier section "Clauses Regarding Royalty Payments" earlier in this document. If the author is in arrears (for example, due to Market Access fees), those funds will be added to the aforementioned fees.

All signers of this agreement acknowledge that attempts to get around these fees by scanning or using E-Proof files or modifying E-Proof files or otherwise reproducing the book files will be a violation of this agreement and will be prosecuted to the fullest extent of the law, as will any unauthorized continued use of YAV's company information, logo, or ISBN.

XVIII. GENERAL CLAUSES

Publisher will not enter into a business relationship with an author or company that competes, either directly or indirectly, with YAV or InterestingWriting.com. Publisher shares sensitive, strategic information with authors. To share this information with individuals and firms who may use this information in competition with YAV would be a bad business decision.

The contract of any Author who lists their book with YAV and then begins to compete with Publisher, either directly or indirectly, is subject to termination, with Author liable for all applicable monies, if any, that are owed to but have not been paid to Publisher at that time.

If YAV determines, at its sole discretion and at any time, that an author or firm is considered a competitor, Publisher will immediately terminate its contract with that individual or firm.

Publisher may at any time, sell itself, or the majority of self, its holdings, licenses, or grants. In such a situation, current contracts will transfer to the new owner.

Publisher's operations may cease due to death or disability. In such a case, Executor of Publisher's estate will offer Author the option to sever this agreement with payment of any unpaid royalties due to author (minus any outstanding fees), or to continue with Publisher's appointed successor, if any.

If Publisher is legally judged bankrupt or liquidates its business, this Agreement shall be effectively terminated and all rights granted to Publisher shall be terminated. Publisher will be responsible to the Author only for the unpaid royalties at the time of insolvency, and any fees (for example, Market Access fees) due to Publisher will be deducted from unpaid royalties.

For POD books, if all of Publisher's printers are legally judged bankrupt, liquidates their business, or discontinues offering their services to Publisher for any reason, or if Publisher terminates its relationship with same, this Agreement shall be terminated and all rights granted to Publisher terminated. Publisher will be responsible for the unpaid royalties at the time of insolvency, and any fees (e.g., Market Access) will be deducted from unpaid royalties.

During the course of this contract and beyond, the Author may receive information relating to Publisher and related entities that is not known to the general public ("Confidential Information"). Publisher will identify other information as confidential before sharing said information with the Author. The Author agrees that:

- 1.) All Confidential Information will remain Publisher's exclusive property;
- 2.) The Author will use Confidential Information only as is reasonably necessary for the relationship with Publisher; and
- 3.) The Author will not disclose Confidential Information to any individual, company, or other third party.

The laws of the United States of America and the state of North Carolina will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Asheville, North Carolina and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without Publisher's prior written consent. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. Publisher's failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of Publisher's right to enforce such provision or any other provision of this Agreement subsequently. Any notice or other communication under this Agreement will be given in writing and will be delivered by e-mail.

The parties agree that except as specifically provided herein, all disputes arising under this Agreement shall be settled by binding arbitration in Asheville, North Carolina and submitted to the American Arbitration Association for final disposition.

I HAVE READ AND UNDERSTAND THE AGREEMENT BETWEEN THE PUBLISHER AND MYSELF AND AGREE TO ALL TERMS AND CONDITIONS LISTED HEREIN.

Signed and dated by
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