

# Surrogate Press<sup>®</sup>

## Publishing Agreement

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This Publishing Agreement stipulates that \_\_\_\_\_(AUTHOR) agrees to allow Surrogate Press LLC to be the sole publisher of \_\_\_\_\_working title of book (BOOK) for the base price of \$\_\_\_\_\_. Price includes book interior design and layout, and publishing of the BOOK to be included under Surrogate's imprint and included in company catalogue. An initial payment of \$\_\_\_\_\_ is required to begin work with a final payment of \$\_\_\_\_\_ required when the book is finalized. Terms of this Publishers Agreement are as follows:

1. **PUBLISHER SERVICES:** AUTHOR grants Surrogate Press the legal right to be the sole publisher of the BOOK for long as the BOOK is in print, in circulation in libraries, and sold in retail and private markets. In return, Surrogate Press agrees to:
  - a. Coordinate printing and eBook creation services in accordance with *Book Layout & Design Commission Agreement - Addendum A*.
  - b. Provide the BOOK's ISBN number at the expense of Surrogate Press.
  - c. Register the BOOK with the Library of Congress under Surrogate Press.
  - d. File the copyright at the expense of Surrogate Press on behalf of the author. AUTHOR will own the copyright of the BOOK in perpetuity and receive certification of their copyright when made available by U.S. Copyright Office. Surrogate Press will forward this certification to AUTHOR.
  - e. Createspace set up and upload of finished products for sale on Amazon. Distribution with IngramSpark for paperback books. (A small payment processing fee will apply for IngramSpark payments.)
  - f. Help determine the BOOK's BISAC Code per the Book Industry Study Group (BISG).
  - g. Provide the barcode for the printed book.
  - h. Supply one printed proof to AUTHOR for final editing and proofing.
  - i. Surrogate Press reserves the right to include the BOOK as part of Surrogate Press's marketing plan, social media plan, and advertising as it pertains Surrogate Press. The BOOK will be part of Surrogate Press's catalogue of publications, and listed as such in print, on the Internet, and on Surrogate Press's website.
  - j. Additional services provided by Surrogate Press are listed in *Complete Services Package - Addendum B*.
2. **CONTENT OWNERSHIP:** Prior to publication, AUTHOR acknowledges and promises that he/she is the sole legal owner of all rights to the content of the BOOK, and all elements used in the BOOK, including, but not limited to, images, photos, charts, graphs, text, and public domain content. Surrogate Press allows the AUTHOR to retain all rights to the BOOK now and in perpetuity, in all media, in all countries, territories, and provinces throughout the universe.
3. **AUTHOR RESPONSIBILITY:** AUTHOR agrees to be responsible for all liabilities (including, but not limited to legal, financial, and intellectual property) related to any third party disputes over the legal ownership of any and all rights to this BOOK after it has been published by Surrogate Press. AUTHOR is responsible for clearing all legal use of non-original or non-AUTHOR-owned content used in the BOOK, and will assume all

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legal and financial responsibilities that arise as a result of the publication, sales and distribution of the BOOK. Surrogate Press will not assume legal liability for violation of any copyright and/or trademark infringements brought about by the publication and distribution of this BOOK. **Surrogate Press will not actively promote the BOOK beyond including it in Surrogate Press' catalogue of publications, and listed as such in print, on the Internet, and on Surrogate Press's website. AUTHOR will assume sole responsibility for decisions related to the promotion, distribution, and the marketing of the BOOK. AUTHOR will provide Surrogate Press two (2) copies of the final book when published.**

4. **PUBLISHER RESPONSIBILITY:** Surrogate Press will be the sole publisher of AUTHOR's BOOK in name only, thus allowing AUTHOR to retain all royalties and income generated by sales of the BOOK. Other than the fees for layout and publishing, Surrogate Press will not participate in any royalties or profit-sharing of any kind of the BOOK. **AUTHOR will be solely responsible for all costs incurred in the publication of the BOOK, including, but not limited to, those related to printing, marketing, sales, and distribution.** AUTHOR is also responsible for all taxes and business expenses related to the sale of the BOOK. Surrogate Press will not file any tax forms or government paperwork on AUTHOR's behalf related to the sale of the BOOK.
5. **DISTRIBUTION AND FULFILMENT:** AUTHOR will be solely responsible for the receipt, storage and distribution of the BOOK. All orders and fulfilment through Amazon or other retail or wholesale sources will be the responsibility of AUTHOR. Surrogate Press will not be responsible for any distribution on the behalf of AUTHOR.
6. **TERMINATION:** This Publishing Agreement remains in effect until terminated in writing by one party to the other. Once terminated, the BOOK's ISBN number and Library of Congress number will be deactivated by Surrogate Press, and would be considered "out of print."
7. **ENTIRETY:** This constitutes the entire legal agreement between Surrogate Press and AUTHOR. Any modifications to this agreement must be mutually agreed upon by both Surrogate Press and AUTHOR.

The following agree to the terms and conditions of the contract:

\_\_\_\_\_  
Katie Mullaly, Surrogate Press® LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_, Author

\_\_\_\_\_  
Date

# Surrogate Press®

## Book Layout & Design Commission Agreement - Addendum A

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Concerning the formatting and layout of \_\_\_\_\_ contracted by \_\_\_\_\_

**1. BOOK FORMATTING SERVICES:** Book formatting services included in the price includes:

- a) Size and style consultation, based on the theme and content of your manuscript.
- b) Design and layout of the entire interior of your book for black and white printing only. This includes the title page, copyright page, front matter sections (dedication, acknowledgments, etc.), table of contents, chapter pages, and back matter sections.
- c) Custom stylistic elements including drop caps, page flourishes and ornaments, and choice of fonts for headers and body.
- d) Ten image formatting and placements, (images must be print-ready and approved for use, includes graphs and other visual information).
- e) Two hours of author-requested revisions after initial proof submission. (The addition of the materials still needed – title page, acknowledgements, and summary – will not be deducted from this time, it is included in the initial layout time.) Author-requested revisions will be charged at \$60 per hour after the first two hours have been exhausted. These are the changes you make to your manuscript after you have submitted it to us or changes to the layout after you have agreed on the design.
- f) Work with your cover artist to ensure proper sizing and file formatting. Cover art **MUST** be sent to us for uploading of final files and use in other promotional materials. **Surrogate Press must approve cover art before publishing.**
- g) A print-ready version of your book set to your printer's specifications.
- h) Kindle formatting that includes linked table of contents, metadata and other requested hyperlinks. Hyperlinks are to be clearly marked in manuscript.

**2. SUPPLIED MANUSCRIPT:** Client will provide the text for the Book Layout in a digital format such as a Microsoft Word document, .txt or .rtf file in 12-point font, double-space, along with a summary of the theme and audience.

**3. DESIGNER NON-DISCLOSURE AND USE:** Your manuscript will remain confidential during the production process. We will want to use samples of your book for our marketing. If you don't want us to use your book, please let us know.

**4. EDITING & PROOFREADING:** Client is expected to supply text that has been fully edited and proofread. Surrogate Press will not provide editing or proofreading services and will format the book's text as it is

## Surrogate Press® Design Addendum - A

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received. Client is fully responsible for proofreading the book after receiving the finished Book Layout by the Designer to check for any errors. Surrogate Press will not be responsible for any typos that go out with the final printing of the book.

5. **DRAFTS & REVISIONS:** Surrogate Press will provide Client with a draft of the Book Layout for Client as a PDF file to approve or request edits.
6. **CLIENT REPRESENTATIONS:** Client represents and warrants that the text, graphics, photographs, or other material provided by Client for the Book Formatting project are owned or licensed by Client, and that Client is authorized to use and display such items in a book. Client shall be solely responsible for the materials and the validity of copyrights, trademarks and ownership claimed by Client. Client agrees to indemnify and hold the Designer and their affiliates harmless from and against any claim, loss, damage, expense or liability (including attorney's fees and costs) that may result in whole or in part, from any infringement or any claim of infringement, of any trademark, copyright, trade secret, or negligence arising from any of the text, graphics, photographs or other material provided by Client.
7. **RESPONSIBILITIES:** Client is fully responsible for proofing the Book Layout provided by Surrogate Press. Surrogate Press will do their best to fix any problems that may arise with the Book Layout. Once final approval has been given by the Client, Surrogate Press will not be held responsible for any costs, fees or expenses due to any problems with the Book Layout even if the problem was a result of an error by Surrogate Press.
8. **FILES & OWNERSHIP:** Unless you specify otherwise, we will include a small notice on your copyright page that reads: Interior Design by Surrogate Press. Upon request within 30 days of the completion of your project and payment of final invoice, we will be happy to send you the InDesign file for your book. Fonts that are commercially licensed (ones that we have purchased the rights to use) will not be included with the files. We will let you know where you may buy them.
9. **PROOFS & PAYMENTS:** No work will begin on your book until the first payment has been received. Your book will have “proof” marks throughout the proofing process. Once the final payment has been received, the “proof” marks will be removed and final file uploaded to the printer.
10. **REFUNDS:** Work must begin within one month of signing the contract. If your project isn't at the first proof stage within six months, we reserve the right to cancel with no refund.

*Please sign here to confirm agreement with Addendum A:* \_\_\_\_\_

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

# Surrogate Press<sup>®</sup>

## Complete Services Package - Addendum B

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A complete list of services offered and client requirements through Surrogate Press for client \_\_\_\_\_  
\_\_\_\_\_ for the book \_\_\_\_\_.

### **Book Content and Layout:**

- Your manuscript needs to be provided in its final, edited form. We require that all our manuscripts have been professionally edited using *The Chicago Manual of Style*.
- Decide on the format that's best for your book – paperback, hardcopy, black and white, color, etc. We use CreateSpace for paperback books and will recommend printers for hardcopy books.
- Work with our designers to determine the layout, style, and formatting of your book. (Surrogate Press Books are required to use our layout services to ensure consistent quality, proper formatting, and timely, affordable production.)
- Work with your cover designer to ensure proper cover formatting and size. You choose your own or we can recommend designers. **Surrogate Press must approve cover art before publishing.**
- Upload your completed book file to the printer. We will coordinate with the printer of choice to ensure the proper file formatting.
- Send you proofs to approve, and modify if necessary.
- Finalize the files for printing and availability.
- Set up your ebook in Kindle format through our layout services.

### **Publishing Needs and Requirements:**

As your publishing company, we take care of the publishing requirements, listed below.

- We file the copyright for your work, in your name. We send you the final copyright certificate along with other correspondence and filing notices.
- Help you decide on the BISAC (Book Industry Standards and Communications) code to determine the category for your book.
- We assign an ISBN (International Standard Book Number) to your book. This is the identifier for your book and is required for all sales and listings. Your ISBN belongs to Surrogate Press as the publisher. The ISBN listing includes author information, genre, distributors, pricing, etc.
- File for a Library of Congress Control Number and submit your book for their catalogue. This adds your book to the US Library of Congress database. You are required to send us two copies of the final book.
- Provide the barcode for your book. In order to sell your books through retailers and distribution channels, you need a barcode assigned to your book that includes the price.

### **Payments and Proofs:**

- No work will begin on your book until the first payment has been received. Your book will have “proof” marks throughout the proofing process. Once the final payment has been received, the “proof” marks will be removed and final file uploaded to the printer.
- Work must begin within one month of signing the contract. If your project isn't at the first proof stage within six months, we reserve the right to cancel with no refund.

## Accounts and Sales:

- For paperback (print-on-demand) books, the recommended and best way to sell your books on line is through Amazon's CreateSpace. We set up your Createspace account (your book will be automatically listed on Amazon). You then fill out the necessary payment information so the royalties go straight to you.
- For hardcover books, we help you decide on the best Amazon selling service.
- A listing will be created with Ingram Spark for distribution to other wholesale and book outlets (i.e. book retailers and other sellers). This is for paperback, print-on-demand formats only. Payments from Ingram Spark will be submitted through Surrogate Press. We take a 5% processing fee, topping out at \$10 per payment. Ingram Spark pays Surrogate Press every six months. From there we send you a check for the royalties, minus the service fee.
- You receive a sales sheet with information about your book that you can then print and distribute to potential wholesale buyers.
- We create an introductory press release for you share with your local media.
- We help you set up your Amazon and Goodreads Author pages.
- To sell books yourself, we will show you how to order and pay for books through CreateSpace (at the manufacturing price) to then distribute – for sales to friends and family, at events or to local bookstores.

## Other Included Services:

- You will be listed on the Surrogate Press site in our Catalogue listing. Your book and bio along with links to purchase your book and your site (if you have one) will be included.
- If you need, we will help you with your Author Bio so that readers can know more about you.
- Provide free resources on marketing and distribution tips.

## Additional Possible Costs:

- Author requested layout revisions after "final" manuscript has been submitted and layout approved (this includes font changes, book size adjustments, and text additions), will be billed at \$60 per hour.
- Additions or changes to the "final" images, maps, and tables will be billed at \$60 per hour. This only applies when changes need to be made due to the incorrect files or data being submitted from Client.
- Printing of proofs and pages prior to the final book proof from the printer.
- Indexing will be offered at \$50 per index.
- Editing will be offered at \$45 per hour.

## Client Responsibilities:

- Client is responsible for all editing of the book. Surrogate Press inputs and publishes the manuscript we receive from you, without text changes.
- No song lyrics are allowed in the book. This is a copyright infringement.
- All images must be the proper size (resolution and dimensions) and the Client must have the rights to use the images. Surrogate Press will not include images in the book layout that don't fit these requirements.

*Please sign here to confirm agreement with Addendum B:* \_\_\_\_\_

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