

Surrogate Press®

Publishing Agreement

This Publishing Agreement stipulates that _____(CLIENT) 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 \$_____, plus any additional charges required when the book is finalized. Terms of this Publishers Agreement are as follows:

1. **PUBLISHER SERVICES:** CLIENT grants Surrogate Press the legal right to be the sole publisher of the BOOK for long as the BOOK is in print and eBook formats, 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 manuscript copyright at the expense of Surrogate Press on behalf of the author. CLIENT 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 CLIENT.
 - e. Assist with Kindle Direct Publishing set up and upload of finished products for sale on Amazon. If Client has a PassKey for Amazon, extra fees will apply. 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. 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.
 - i. Additional services provided by Surrogate Press are listed in *Complete Services Package - Addendum B*.
2. **CONTENT OWNERSHIP:** Prior to publication, CLIENT 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 CLIENT to retain all rights to the BOOK now and in perpetuity, in all media, in all countries, territories, and provinces throughout the universe.
3. **CLIENT RESPONSIBILITY:** CLIENT 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. CLIENT is responsible for clearing all legal use of non-original or non-CLIENT-owned content used in the BOOK, and will assume all 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

Surrogate Press® Publishing Agreement

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 on Surrogate Press's website. CLIENT will assume sole responsibility for decisions related to the promotion, distribution, and the marketing of the BOOK. CLIENT will provide Surrogate Press two (2) copies of the final book when published.**

4. **PUBLISHER RESPONSIBILITY:** Surrogate Press will be the sole publisher of CLIENT's BOOK in name only, thus allowing CLIENT 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. **CLIENT will be solely responsible for all costs incurred in the publication of the BOOK, including, but not limited to, those related to proofs, printing, marketing, sales, and distribution.** CLIENT 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 CLIENT's behalf related to the sale of the BOOK.
5. **DISTRIBUTION AND FULFILMENT:** CLIENT 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 CLIENT. Surrogate Press will not be responsible for any distribution on the behalf of CLIENT.
6. **REFUNDS: No refunds will be given once payment is made.** Work must begin within one month of signing the contract, Surrogate Press may agree to a delay if necessary. If your project isn't at the publishing phase within six months, we reserve the right to cancel with no refund.
7. **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." If Surrogate Press ceases operations due to the closure of the company or death of the owner, the book will be automatically removed from the ISBN listing and unpublished. CLIENT will need to find another publisher to publish the BOOK under a new ISBN.
8. **ENTIRETY:** This constitutes the entire legal agreement between Surrogate Press and CLIENT. Any modifications to this agreement must be mutually agreed upon by both Surrogate Press and CLIENT.

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

Katie Mullaly, Surrogate Press® LLC

Date

_____, Client

Date

Surrogate Press®

Book Layout & Design Commission Agreement - Addendum A

Concerning the formatting and layout of _____ contracted by _____.

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

- a) A one-hour phone call or video chat at the beginning of the project. Additional meeting time available for \$80 per hour (half-hour minimum charge).
- b) Size and style consultation, based on the theme and content of your manuscript.
- c) Design and layout of the entire interior of your book. This includes the title page, copyright page, front matter sections (dedication, acknowledgments, etc.), table of contents, chapter pages, and back matter sections.
- d) Custom stylistic elements including drop caps, page flourishes and ornaments, and choice of fonts for headers and body.
- e) Five client-supplied image formatting and placements, (images must be print-ready and approved for use, this includes graphs and other visual information). Additional images are \$10 each.
- f) Two hours of client-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.) Client-requested revisions will be charged at \$80 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. Additional to image changes to the “final” images, this only applies when changes need to be made due to the incorrect files or data being submitted from Client.
- g) Work with your cover designer to ensure proper cover formatting and size. If files we receive aren't print-ready, you will be charged \$80 per hour to fix the files. The native design files for the cover art **MUST** be sent to us for uploading of final files and use in other promotional materials. You **MUST** own all rights to the cover art, we can provide a sample contract if necessary. We recommend that you use our design partner, Cosmic Design. **Surrogate Press must approve cover art before publishing.**
- h) A print-ready version of your book set to your printer's specifications.
- i) Kindle formatting that includes linked table of contents and other requested hyperlinks. Hyperlinks are to be clearly marked in manuscript. Includes eBook formatting for five images, additional eBook images charge at \$5 each.

2. SUPPLIED MANUSCRIPT: Client will provide the manuscript 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 book.

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.

Surrogate Press® Design Addendum - A

- 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 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. Surrogate Press will coordinate ordering of printed proofs and Client will cover costs.
- 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 files 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: No refunds will be given once payment is made.** Work must begin within one month of signing the contract, Surrogate Press may agree to a delay if necessary. If your project isn't at the publishing phase within six months, we reserve the right to cancel with no refund.

Please sign here to confirm agreement with Addendum A: _____

Date: _____

Surrogate Press®

Complete Services Package - Addendum B

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*.
- We help you decide on the format that's best for your book – paperback, hardcopy, black and white, color, etc. We use Kindle Direct Publishing (KDP) for paperback and eBooks and will recommend printers for hardcopy books. (You cover all printing costs.)
- You work with our designers to determine the layout, style, and formatting of your book. (Surrogate Press Books are required to use our interior layout services to ensure consistent quality.)
- We upload your completed book file to KDP or to the printer. We will coordinate with the printer of choice to ensure the proper file formatting.
- We assist you in ordering proofs to approve, and modify if necessary, then you finalize and approve all files.
- We set up your eBook in Kindle format through our layout services and upload to your KDP account.

Publishing Needs and Requirements:

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

- We file the copyright for your manuscript, in your name. (This is ONLY for the manuscript. We can file a copyright for your images for an additional fee.) We send you the final copyright certificate along with other correspondence and filing notices.
- We 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.
- We 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.**
- We 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.
- **No refunds will be given once payment is made.**
- Work must begin within one month of signing the contract, Surrogate Press may agree to a delay. If your project isn't at the publishing phase within six months, we reserve the right to cancel with no refund.
- Client is responsible for all proof printing costs.

Surrogate Press® Services Addendum - B

Accounts and Sales:

- For paperback (print-on-demand) books, the recommended and best way to sell your books online is through Amazon's Kindle Direct Publishing (KDP). We help you set up your KDP account (your book will be automatically listed on Amazon). You provide KDP the necessary payment information so the all of royalties go straight to you.
- For hardcover books, we provide information to help you decide on the best sales routs.
- A listing will be created with IngramSpark 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 IngramSpark will be submitted through Surrogate Press. We take a 10% processing fee, topping out at \$10 per payment. Surrogate Press pays author royalties every six months. We send you a payment for the royalties, minus the service fee. We keep up to \$15 of the first year's payments in case of returns.
- We create an introductory press release for you share with your local media and that you can also distribute to potential wholesale buyers.
- To sell books yourself, we will show you how to order and pay for paperback books through KDP (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 and Author pages. 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.
- We provide free resources on marketing and distribution tips.

Additional Possible Costs:

- A one-hour phone call or video chat at the beginning of the project is included. Additional meeting time available for \$80 per hour (half-hour minimum charge), this includes phone calls.
- Client 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 \$80 per hour after two hours have been utilized.
- Additions or changes to the "final" images, maps, and tables will be billed at \$80 per hour. This only applies when changes need to be made due to the incorrect files or data being submitted from Client.
- Indexing will be offered starting at \$80 per hour. All index markers must be in the original manuscript.

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.
- Client is responsible for all costs related to the book – printing, marketing, distribution, etc.
- 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: _____