

Surrogate Press®

Book Design & Layout Agreement

Agreement made between

Date:

Designer: Katie Mullaly, Surrogate Press®
katie@surrogatepress.com

-and-

Author: _____
email

Concerning the formatting and layout of _____ contracted by _____.

1. **PAYMENT:** The fee for Surrogate Press Book Layout services is \$_____ for the print and Kindle versions. An initial payment of \$_____ is required to begin work with a final payment of \$_____ plus any additional charges due at when the book is finalized and approved. Final payment is required before files are released to client.
2. **BOOK LAYOUT & DESIGN SERVICES:** Book Layout 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 for black and white (color) printing. 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 image formatting and placements, (images must be print-ready and approved for use, includes graphs and other visual information). Additional images at \$10 per image, to be included in the final invoice.
 - f) 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 \$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.
 - g) Coordinate with your cover artist to ensure proper sizing and file formatting. Cover art can be sent to us for uploading of final files, if applicable. If cover art files aren't properly formatted, an \$80 per hour fee will be charge to correct the files.
 - h) A print-ready version of your book set to your printer's specifications.
 - i) Kindle formatting that includes five images, linked table of contents, metadata and other requested hyperlinks. Hyperlinks are to be clearly marked in manuscript. Additional eBook images at \$5 per image, to be included in the final invoice.
3. **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. **Memoir Midwife clients: all manuscripts and text must come from Stacy Dymalski to ensure the correct version is sent.**

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4. **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.
5. **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.
6. **DRAFTS & REVISIONS:** Surrogate Press will provide Client with a draft of the Book Layout for Client to approve or ask for changes as a PDF file.
7. **CLIENT REPRESENTATIONS:** Client represents and warrants that the text, graphics, photographs, or other material provided by Client for the Book Layout 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.
8. **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 after final approval, even if the problem was a result of an error by Surrogate Press.
9. **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.
10. **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.
11. **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.

Katie Mullaly, Surrogate Press®

Date

_____, Author

Date