



---

## Book Publishing Contract

### Introduction

This publishing contract, the “contract”, is entered into as of [Contract.CreatedDate] by and between GMGA Publishing the “Publisher”, and [Author.Name], the “Author”. This publishing contract governs the publication of the work(s) listed below:

---

### Grant of Rights

The Author grants the Publisher full right and title to the following, in perpetuity:

- The right to publish, sell, and profit from the listed works in all languages and formats in existence today and at any point in the future.
- To create or devise modified, abridged, or derivative works based on the works listed.
  - To allow others to use the listed works at their discretion, without providing additional compensation to the Author.

These rights are granted by the Author on behalf of him/herself and their successors, heirs, executors, and any other party who may attempt to lay claim to these rights at any point now or in the future.

Any rights not granted to the Publisher above remain with the Author.

The rights granted to the Publisher by the Author shall not be constrained by geographic territories and are considered global in nature.

### Author Compensation

The Publisher agrees to provide the Author with royalties as follows:

**50% of the net income sold from every online platform.**

For authors living abroad, the payment will be through Paypal only. Filipino authors will be paid via bank transfers or local couriers such as LBC and Palawan Express.

If the Author insists on being paid via Western Union or international bank, he agrees that he will shoulder the service fees incurred during the transaction.

The Publisher will submit quarterly sales report to the Author.

**\*For Amazon to release a check, the amount of royalty must reach a standard threshold of \$300 first. Delivery of checks is usually around 2-3 months from issuance.**

## **Manuscripts**

The Author agrees to deliver a completed manuscript in \_\_\_\_\_ the "Manuscript" to the Publisher no later than [Manuscript.DueDate]. The Manuscript may be delivered via certified mail or email in printed or digital format.

Additionally, the Author shall deliver all artwork, prefaces, references, acknowledgments, and other "frontmatter" or "backmatter" at a date to be determined by the Publisher.

Should the Publisher deem any delivered material to be unacceptable for any reason, the Author shall be granted a period of time (to be determined by the Publisher) to correct such defects. If the Author fails to correct defects in the time granted, the Publisher reserves the right to cancel this book publishing contract with cause.

## **Publication**

The Publisher shall have the exclusive right to edit or modify the delivered materials at their discretion prior to publication. However, the Author shall have the right to review any modifications and grant approval prior to publication.

While the Author shall have the right to review and approve and changes to content, the work's format, cover design, and final artwork, the Publisher shall retain full right to manufacture, distribute, market, and sell the completed work as they deem necessary.

The Publisher agrees to provide page proofs of the material prior to publication. These proofs shall include all content, including artwork. The author agrees to review and return these proofs to the Publisher within 30 days. If the Author makes or requests changes to

the content aside from typographical errors in excess of 5% of the typesetting cost, then the Author agrees to pay such costs to the Publisher.

The Publisher agrees that the works covered under this book publishing contract will be published within one year of delivery of the initial manuscript.

The Publisher agrees to consult with the Author regarding marketing the published works, but reserves the right to make final decisions regarding sales and marketing of the works. The Author grants the Publisher the right to use the Author's name and likeness as they see fit for marketing purposes.

### **Copyright**

The Publisher shall include a copyright notice in the Author's name on all published copies of the works.

The Publisher shall provide the Author with a quarterly statement detailing net copies sold and net revenues after publication of the works, along with quarterly royalty payments in accordance with the terms of this book publishing contract. Reports shall be delivered to the Author by the Publisher no later than the final business day of each calendar quarter on an ongoing basis.

### **Warranties & Indemnity**

The Author warrants that the works governed by this book publishing contract are their sole intellectual property, that no other similar agreements governing these works exist, and that the works are not in the public domain.

Additionally, the Author warrants that the works do not infringe on copyrights, trademarks, or other intellectual rights of any third parties. If the works governed by this book publishing contract contain statements presented as fact, the Author warrants that such statements are true and accurate.

Furthermore, the Author agrees to refrain from entering into agreements with third parties that conflict with the terms of this book publishing contract.

### **Author's Right to Cancel**

Should the Author deem that the Publisher has failed or is failing to uphold the terms of this book publishing contract, the Author shall notify the Publisher in writing, and grant the Publisher a minimum of 90 days to correct such shortcomings. If the Publisher fails to adequately address the issues presented by the Author, the Author shall have the right to

cancel this book publishing contract and seek to establish a publication relationship with another publisher.

### **Publisher's Right to Cancel**

Similarly, the Publisher shall have the right to cancel this book publishing contract should they deem that the Author has failed to uphold its terms, after granting the Author a period of at least 90 days to correct such issues.

Should either party cancel this book publishing contract, all rights granted to the Publisher shall revert to the Author.

### **General Terms**

This book publishing contract represents the entire agreement between the Author and Publisher.

This contract may not be altered, amended, or otherwise modified except through written form requiring signature by both parties.

Should multiple individuals be considered the "Author" of the works governed by this book publishing contract, each of those individuals shall be liable for adhering to the terms of this contract.

The Publisher and Author shall be granted an extension on any time-sensitive duties related to this book publishing contract should circumstances beyond their control interfere with their ability to execute their contractual obligations.

All notices related to this contract shall be delivered via certified mail or email.

This book publishing contract shall be considered legally binding upon both parties, heirs, partners, associates, subsidiaries, successors, executors, and licensees.

This contract shall be governed by the laws of the Philippines.

Any disputes related to this contract shall be resolved through binding neutral arbitration.

**Acceptance**

THEREFORE, having read and understood the terms of this book publishing contract, the Author and Publisher (or their authorized representatives) hereby execute and enter into this contract with one another as of the dates below:

\_\_\_\_\_

Author Name & Signature

\_\_\_\_\_

Publisher

\_\_\_\_\_

Date

\_\_\_\_\_

Date

Ink Your Legacy