



## SELF PUBLISHING AGREEMENT

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### II. ROYALTIES & PRICING

Royalties will be deposited directly into client's account as they are accrued. Author can include the account details of their bank account below:

Routing #

Account #

Account name:

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W-9 Form can be downloaded here: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

### III. CARYPRESS SERVICES AND PROJECT MANAGEMENT

CaryPress will make all reasonable efforts to produce, print, and distribute (as set forth for each Publishing Package) Title within 7 weeks of both Author's approval to proceed with Production and CaryPress' receipt of all acceptable materials required from Author in conjunction with Title. If Author chooses to expedite this process, they can by choosing the expedited publishing package or paying \$199 for custom packages.

CaryPress is not responsible for delays caused by the author due to non-responsiveness or inability to appropriately deliver acceptable materials, nor do the days of author inactivity apply toward the timeframe set forth above.

Unless otherwise supplied by and notified in writing by the Author, CaryPress will design the interior pages, front cover, back cover, and spine according to professional standards, specifications, and industry best practices.

Unless otherwise supplied by and notified in writing by the Author, CaryPress will assign a unique ISBN for each print format of Title. CaryPress will prepare the digital files necessary to print and distribute the Author's manuscript in book form as set forth herein.

All reasonable efforts are made to ensure the following: All pages are included in the book according to the author approved proof; cover is applied within 1/16" variance; binding is applied and squared to the book page block without excessive visible adhesive; book is cut square according to the Author's selected trim size within 1/16" variance; cover and interior match the author approved proofs; print registration is within +/- 1/16" variance. Any book falling outside the scope of these specifications may be returned to the printing establishment for, and only for, a free replacement copy.

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Tentative deadline for the publishing a book can be given when the author has paid the chosen package's fees as well as submitted a final version of the manuscript. If an author needs more time to submit final version of the manuscript, they can request an extension; it will impact the book's publishing deadline.

Project progress will be shared via email to stay on track. If an author wishes to expedite the progress, there will be extra fees for that.

3-month minimum timeframe is requested to get the edited book published and available on Amazon. If the book needs editing, we request extra 2-week timeframe to complete that. Author may freeze the project if needed and inform the project manager as soon as possible.

All marketing as part of the Packages will be initiated the day the payment is received.

Timeline: From the time of the manuscript submission to the time of distribution and author copies delivery, we request 7 weeks.

Two weeks into the Project's timeline, we can send the digital proof to client. If a physical proof copy is requested, then this will add about 2-weeks extra to the total timeline of the Project.

#### IV. AUTHOR WARRANTIES & RESPONSIBILITIES

Author must possess the technical means and knowledge to submit their manuscript to CaryPress and provide the necessary book information (title, synopsis, pricing, etc), as required for production, distribution, and sale.

Author represents and warrants that Author is the sole owner of the manuscript and all material submitted in conjunction with Title, including all submitted cover artwork, interior images, and photograph(s) of Author(s). Author represents and warrants that Author has full power and authority to enter into this agreement and to provide to CaryPress for reproduction and distribution all material submitted. Author represents and warrants that the submission of the manuscript and all other material, does not conflict with or violate any arrangement, understanding, or agreement between the Author and any other persons or entities.

Furthermore, author represents and warrants that the manuscript and all material submitted in conjunction with Title is entirely original, free of liens, claims, or interests of any kind; is not slanderous, pornographic, obscene, libelous, or defamatory; and does not violate or infringe upon any personal or proprietary rights, including without limitation copyrights, trademarks, privacy rights, or publicity rights of other persons or entities.

Author represents and warrants that s/he is eighteen years of age or older. If Author is under the age of 18 years of age, then Author represents and warrants that Author's parent or legal guardian is executing this Agreement and assuming all liability for the warranties and responsibilities set forth herein.

#### V. TERM & TERMINATION

This agreement shall remain in effect until terminated by either party as set forth in this Agreement.

Author may terminate this Agreement at any time with 30 days prior written notice to Cary Press. Upon termination by Author before Author approves production on Title, all submitted fees are

refundable minus a \$59 administrative fee and any other applicable fees for which work has already commenced. Upon termination by Author after Author approves production on Title, all submitted fees become non-refundable. Any accrued author Royalties will be paid as set forth.

Upon termination, all rights granted within this agreement revert back to the author and within 30 days CaryPress will cease all print availability of Title and will cancel/remove the digital files. However, CaryPress is not responsible for the failure of any third-party distribution, retail, or marketing sources to remove Title from listing, display, or sale.

## VI. INDEMNIFICATION AND LIMITATION OF LIABILITY

Author shall defend, indemnify and hold harmless CaryPress, Inc., its parent companies, subsidiaries, and affiliates, and their respective officers, directors, employees, and agents from and against any and all third-party claims, actions, proceedings, damages, and expenses (including reasonable attorneys' fees and applicable costs of in-house counsel), in connection with a breach or alleged breach of the representations and warranties made in this Agreement. This includes any and all claims of copyright or ownership infringement by publication of Title and all claims for damages caused by the negligence of Author.

This Agreement shall be governed exclusively by and construed according to the laws of the State of North Carolina, without giving effect to conflicts of law principles.

By indicating your acceptance of this Agreement, you, as the Author, agree to be bound by the terms and conditions of the CaryPress Agreement for the Production, Printing, Distribution and Sale of Manuscript.

## VII. PUBLISHER AS A BOOKSELLER

On certain occasions, CaryPress sells books of our authors when exhibiting at book fairs, etc. In those scenarios, bookseller's commission will be \$3 per book sold.

## VIII. BOGO Publishing Package Promos

We request that these deals be used within 3 months of their purchase. After that they will expire.

Publisher

CaryPress International  
8801 Fast Park Dr #301,  
Raleigh, NC 27617

Author Name/Signature: \_\_\_\_\_

Address(s): \_\_\_\_\_

# Appendix A

## Copyright Material Inclusion Form

If the Author wishes to include copyrighted material (photographs, illustrations, etc), please list them below with information regarding who owns the right to them. If you purchased the materials, kindly submit any proof of transaction.

- 1
- 2
- 3

# Appendix B

## NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT is made on [DATE].**

### **BETWEEN**

1. [DISCLOSING PARTY], **(the Disclosing Party); and**
2. CaryPress Books, **(the Receiving Party),**

collectively referred to as the Parties.

### **RECITALS**

A. The Receiving Party understands that the Disclosing Party has disclosed or may disclose information relating to writing, art, and other related concepts, which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as Proprietary Information of the Disclosing Party.

### **OPERATIVE PROVISIONS**

1. In consideration of the disclosure of Proprietary Information by the Disclosing Party, the Receiving Party hereby agrees: (i) to hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to disclose any such Proprietary Information or any information derived therefrom to any third person, (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally its relationship with the Disclosing Party, and (iv) not to copy or reverse engineer any such Proprietary Information. The Receiving Party shall procure that its employees, agents and sub-contractors to whom Proprietary Information is disclosed or who have access to Proprietary Information sign a nondisclosure or similar agreement in content substantially similar to this Agreement.

2. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information after five years following the disclosure thereof or any information that the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in its possession or known by it prior to receipt from the Disclosing Party as evidenced in writing, except to the extent that such information was unlawfully appropriated, or (iii) was rightfully disclosed to it by a third party, or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and has allowed the Disclosing Party to seek a protective order.

3. Immediately upon the written request by the Disclosing Party at any time, the Receiving Party will return to the Disclosing Party all Proprietary Information and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof, save that where such Proprietary Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.

4. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information or (ii) requires the Disclosing Party to proceed with any transaction or relationship.

5. The Receiving Party further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the Disclosing Party, or by any of its respective directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy or completeness of any Proprietary Information made available to the Receiving Party or its advisers; it is responsible for making its own evaluation of such Proprietary Information.

6. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement

is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

7. This Agreement shall be governed by the laws of the jurisdiction in North Carolina and the parties agree to submit disputes arising out of or in connection with this.