



Your Books  
in Your Fans'  
Hands and Hearts

## CaryPress Services Agreement

### I. LICENSE

AUTHOR (or copyright holder) RETAINS 100% OF THE RIGHTS AND COPYRIGHT LICENSES, to the submitted manuscript and all other material submitted to CaryPress, including the illustrations created for Author by an Illustrator. Author RETAINS ALL RIGHTS to distribute and sell the manuscript in other print and digital formats.

The Author grants CaryPress a non-exclusive, worldwide license to distribute and sell the manuscript in print and/or digital form; Author grants CaryPress the non-exclusive right to exhibit the manuscript in part on websites or promotional materials owned by CaryPress; author grants CaryPress the non-exclusive right to store and transmit digital versions of manuscript to facilitate production, distribution, and sale of manuscript.

CaryPress will produce a book version of the manuscript, referred to henceforth as "Title." The Author grants CaryPress the non-exclusive right to exhibit, print, and distribute any and all related materials submitted in conjunction with Title, which includes, but is not limited to, cover art, interior and exterior images and concepts, author's photograph, summaries, quotes, testimonials, and author's biography, and furthermore grants CaryPress the right to exhibit CaryPress logos or verbiage on any applicable submitted materials.

### II. ROYALTIES & PRICING

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

Routing #

Account #

Account name:

Bank name:

If you prefer royalties via PayPal, then please share that here:

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

Royalties cannot be paid until both the bank and W-9 form is received.

### III. CARYPRESS SERVICES AND PROJECT MANAGEMENT

Writing Phase: We require 4 months minimum for the ghostwriting and one round editing phase. This can be expedited by paying an expediting fee.

Editing Phase: Each editing round would cover 2-3 areas that need improvement. If more than 4 areas are identified for the update, they will be done in the next round. If any additions are to be made to the manuscript, please let us know so we can pause the project until you are ready to resume, and invoice for the new content to be edited or proofread.

Research Phase: If research is required, then it would be billed as a separate invoice at \$40/hour.

Book Production Phase: If there are no prior milestones to be delivered before the book production process starts, please ensure that you are sharing with us the most current, and final version of your manuscript. If any additions are to be made, please let us know so we can pause the project until you are ready to resume.

A tentative deadline for 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 the final version of the manuscript, they can request an extension; it will impact the book's publishing deadline.

Book Signing Events: Our publishing packages that include book signing assistance provide support for authors who are new to public speaking. Getting a book signing event scheduled depends on the venue manager's decision, therefore it is not guaranteed, but training to transition toward it is.

Expediting Service: Each publishing package has an approximate timeline dependent on tasks that they need to accomplish. If Author chooses to expedite this process, they can by choosing the expedited service fee of \$399. When requesting expedited service, please note that each revision requires five to fifteen business days to be scheduled and completed.

Project progress will be shared via email to stay on track. To keep the project on track, each milestone delivered has a 24-hour response request.

Each package includes 1 revision for each feature of the package chosen. If more than one revision is required, please consult the fees list for extra revisions.

The Author may pause the project if needed and inform the project manager as soon as possible. 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:

1. Design the interior pages, according to professional standards, specifications, and industry best practices.

2. Assign a unique ISBN for each print format of the Title. CaryPress will prepare the digital files necessary to print and distribute the Author's manuscript in book form as set forth herein.
3. If the chosen package includes a book cover design, then a front cover, back cover, and spine then it will be designed according to professional standards, specifications, and industry best practices.

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.

#### IV. AUTHOR WARRANTIES & RESPONSIBILITIES

The 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.

The Author represents and warrants that the Author is the sole owner of the manuscript and all material submitted in conjunction with the Title, including all submitted cover artwork, interior images, and photograph(s) of the Author(s). The 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 of all material submitted. The 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, the Author represents and warrants that the manuscript and all material submitted in conjunction with the 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.

The Author represents and warrants that s/he is eighteen years of age or older. If the 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.

The 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 an \$189 administrative fee and any other applicable fees for which work has already commenced. After Author approves book production, all submitted fees become non-refundable.

Upon termination, all rights granted within this agreement revert 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 the Title from the listing, display, or sale. Any accrued author Royalties will be paid as set forth.

If a monthly payment plan was chosen, our Project Manager will be dividing the Project into phases, for example:

1. Editing/proofreading: The first invoice will take care of this phase and we would need 4 weeks.
2. Book production phase: The second invoice will take care of this phase and we would need 4 weeks.
3. Sample copy phase: The third invoice will take care of mailing you a physical sample copy to review before distributing it to Amazon, Barnes and Noble, etc. Need 4 weeks for this.
4. Distribution phase: The fourth invoice will take care of the distribution as the last phase. Need 2 weeks for this.

## VI. PUBLISHER AS A BOOKSELLER

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

VII. By signing this Agreement, you are confirming that you have read our Terms of Use: [Privacy Policy & Terms of Use | CaryPress Books](#) and Terms of Service and Author Bill of Rights [Terms of Use and Author Bill of Rights | CaryPress Books](#).

Author/Copyright Holder 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**

- 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.
- 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 of 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.

Author Name: \_\_\_\_\_

Signature: \_\_\_\_\_

## Appendix C

1. Package chosen:
2. Print cost estimate:
3. Royalty estimate: