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# Author Agreement

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## SCHIEL & DENVER BOOK PUBLISHERS

### MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made between you (hereinafter termed 'Author') and SCHIEL & DENVER PUBLISHING LIMITED (Registered Number 6579238) whose registered U.S. offices are 10685-B Hazelhurst Dr. #8575 Houston, Texas 77043 United States of America (hereinafter termed 'Schiel & Denver' or 'S&D' which expression shall where the context admits include any publishing imprint subsidiary to or associated with Schiel & Denver Publishing Ltd, and Schiel & Denver Publishing Ltd's assigns or successors in business as the case may be)

**WHEREBY** it is mutually agreed as follows concerning a Work original to the Author (hereinafter termed 'the Work' or 'ISBN title')

**AND WHEREAS** this agreement is non-exclusive (i.e. the Author can enter into other publishing agreements for the Work)

**AND WHERE** 'Schiel & Denver's website' means: <http://www.schieldenver.com>

### 1. Rights Ownership

The Author shall retain all rights to the contents of the Work. S&D acquires no right of ownership to the Work under this agreement. The Author accepts that S&D is a provider of limited publishing services only (i.e. book production, printing and distribution) and assumes no editorial control over the Work nor any responsibility for reviewing or correcting the content of the Work.

### 2. Operating Manual

The Schiel & Denver Publishing Services Operating Manual ("Operating Manual") is incorporated into and forms a part of this Agreement. The Operating Manual describes the instructions for using Schiel & Denver's publishing services and requirements for submission of the Work, along with professional and quality review and control standards that S&D shall meet prior to shipment of books.

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The Operating Manual is subject to change from time to time by S&D, without Author's consent, however, S&D agrees to notify Author, in writing, of any material change to the Operating Manual prior to the change taking effect. Author may access the current edition of the Operating Manual via the Internet on [www.schieldenver.com](http://www.schieldenver.com)

### **3. Rights to Print / Distribute**

In consideration of the payments hereinafter mentioned and subject to the terms and conditions herein contained, Schiel & Denver is hereby granted a limited, non-exclusive, transferable licence to print, or cause to be printed, the Work in the course of its business of providing the Services hereunder and to distribute the Work:

- In volume form, which shall include the non-exclusive right to publish the Work; as a paperback, hardcover and/or electronic book (depending upon the services the Author has selected), using any means of manufacture, distribution or transmission of the Work, whether now known or hereafter known or developed (including but not limited to electronic and machine-readable media and online and satellite-based transmission) intended to make the Work or any part thereof available for reading; and
- In all languages for the legal term of copyright and any and all extensions, renewals and revivals thereof throughout the world or the territories originally specified by the Author upon purchasing any publishing services.

All rights not granted to Schiel & Denver under this Agreement (as well as Public Lending Right) are reserved by the Author.

### **4. Royalties Payable**

Subject to the terms and conditions set out in this agreement, S&D shall make the following payments to the Author in respect of sales of the Work:

On all copies sold worldwide in paperback, hardback and electronic (eBook) format in US dollars (USD), Canadian dollars (CAD), British pounds sterling (GBP), EU euros (EUR) and Australian Dollars (AUD), the Author shall be paid fifty percent (50%) of the net amounts received by Schiel & Denver from the recommended retail price.

#### *General Provisos*

Provided that no royalties shall be paid on copies of the Work purchased by the Author or given away to the Author or given away in the interests of the sale of the Work including review copies or on copies lost or damaged or destroyed.

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Provided that Schiel & Denver reserve the right not to pay royalties or sums otherwise due to the Author in respect of copies sold until payment for the sale of such copies is received by Schiel & Denver.

## **5. Delivery of Work**

5.1 The Author will complete all payments for services selected in advance, and will deliver the Work in a completed state before the commencement of any services. Subsequent corrections or alterations by the Author shall require additional charges.

5.2 If the Author does not deliver the complete materials for publishing within one year from the date of this Agreement, Schiel & Denver reserve the right to expire this agreement. In the case of expiration, all fees will be refunded less the cost of services rendered and a fifty U.S. Dollar (\$50) cancellation fee.

5.3 All materials for the Work supplied by the Author cannot be returned to the Author after publication. S&D shall take due care of such materials while they are in S&D's possession but they shall not be responsible for any loss thereof or damage thereto. S&D advises the Author to retain additional copies of all material and not to submit originals.

## **6. Payments and Refunds**

6.1 Payment for all services, whether via online or mail process, must be with a major credit card or check and shall be made to "Schiel & Denver Publishing Ltd".

6.2 All payments made by the Author to Schiel & Denver are refundable until the date the Author delivers the Work to Schiel & Denver or the date of commencement of the selected services. After S&D has commenced any services, all fees are non-refundable.

## **7. Copyright**

7.1 The copyright in the Work shall remain the property of the Author and the copyright notice to be printed in every copy of the Work published by S&D shall be in the Author's name, with the year of first publication.

7.2 The Author hereby asserts his or her right to be identified as the Author of the Work and Schiel & Denver undertakes to print on every edition of the Work published by them the fact that the Author has asserted this

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right under the Copyright, Designs and Patents Act, 1988, to be identified as Author of the Work;

7.3 Should the text of the Work contain extracts from other copyright works, the Author shall at his or her own expense obtain from the owners of the respective copyrights written permission (which shall be forwarded to S&D before publication) to such extracts in the Work in all territories and editions and in all forms which are the subject of this Agreement.

7.4 A downloadable permissions form is provided by Schiel & Denver free of charge on Schiel & Denver's website for this purpose of the Author seeking permission from third party copyright holders.

## **8. Warranties & Indemnities**

8.1 The Author hereby warrants to Schiel & Denver and their assignees, licensees, printers and distributors that he or she has full power to make this Agreement, that he or she is the sole Author of the Work and is the owner of the rights herein granted, and that the Work is original to him or her.

8.2 The Author warrants that the Work is in no way whatever a violation or infringement of any existing copyright or licence, or duty of confidentiality, or duty to respect privacy, or any other right of any person or party whatsoever, that it contains nothing libellous, that all statements contained therein purporting to be facts are true and that any recipe, formula or instruction contained therein will not, if followed accurately, cause any injury, illness or damage to the user.

8.3 The Author further warrants that the Work contains no obscene or improper or blasphemous material nor is in breach of the Official Secrets Acts nor is in any other way unlawful.

8.4 The Author shall indemnify and keep Schiel & Denver indemnified against all actions, suits, proceedings, claims, demands and costs (including any legal costs or expenses properly incurred and any compensation costs and disbursements paid by Schiel & Denver on the advice of their legal advisers to compromise or settle any claim) occasioned to Schiel & Denver in consequence of any breach of the warranties given in this Agreement, or arising out of any claim alleging that the Work constitutes in any way a breach of the warranties given in this Agreement.

8.5 Schiel & Denver reserves the right having first notified the Author to alter, or to insist that the Author alter, the Work as may appear to them appropriate for the purpose of modifying or removing any material which in their absolute discretion or on the advice of their legal advisers may be

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considered objectionable or actionable at law, but any such alteration or removal shall be without prejudice to and shall not affect the Author's liability under this warranty and indemnity.

8.6 All warranties and indemnities herein contained shall survive the termination of this Agreement.

8.7 If either party receives any claim alleging breach of the warranties given to Schiel & Denver in this Agreement, that party shall notify the other without delay.

8.8 If Schiel & Denver reasonably considers it necessary to have the Work read for libel or other legal problems, the cost of the reading shall be borne by the Author. Schiel & Denver shall endeavor to consult the Author about the reading and inform the Author of its likely cost.

## **9. Illustrations**

9.1 The Author shall, on delivery of the typescript of the Work, supply to S&D any photographs, pictures, maps, diagrams and other illustrative materials together with instructions as to their intended placement within the Work.

9.2 In respect of any copyright illustrative materials the Author shall obtain from the owners of the respective copyrights written permission (which shall be forwarded to Schiel & Denver on delivery of the material) to reproduce such materials in the Work in all territories and editions and in all forms which are the subject of this Agreement.

9.3 All illustrations supplied by the Author shall be in the form specified in the instructions on S&D's Website. The cost of supplying illustrative material, including copyright fees, shall be borne by the Author.

## **10. Author Corrections**

10.1 The Author agrees to read, check and correct the Work before delivering the Work to Schiel & Denver. After delivery, any corrections initiated by the Author (other than the correction of artist's, production team's or typesetter's errors) shall be charged at the correction fee schedule available on Schiel & Denver's website.

10.2 After generation of the final proof galleys, S&D shall grant a period of fourteen days for the Author to initiate corrections, following which time S&D may consider the proofs as passed for press by the Author.

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## 11. Production Responsibility

- 11.1 S&D shall unless otherwise mutually agreed or unless prevented by circumstances beyond their control, produce and publish the Work within three (3) months of the date that the Author delivers the work. If the Author has selected an expedited service option, S&D will produce and publish the Work within either thirty (30) or sixty (60) days of the date the Author delivers the work, depending upon the nature of expedited services purchased.
- 11.2 S&D undertakes to set the name of the Author in its customary form with due prominence on the title page and on the binding, jacket *and/or* cover of every copy of the Work published by them.
- 11.3 All matters relating to the publication of the Work, including the paper, printing, design, binding and jacket or cover shall be under the entire control of Schiel & Denver but the Author shall be consulted on these matters in accordance with S&D's policy of 'total design freedom'.
- 11.4 Book cover and/or Jacket artwork will be custom designed by S&D. The Author may have one-pass of cover artwork, in which case S&D will undertake to produce a second book cover for the Authors' approval. The Author may choose to supply cover material at his or her own expense.

## 12. Book Pricing and Returns

- 12.1 The price of the first or any subsequent edition of the Work shall be the responsibility of Schiel & Denver unless the Author has purchased the 'Set My Own Price' Service.
- 12.2 Schiel & Denver will take into account the known or likely views of the book buying public when determining or advising on the recommended retail price.
- 12.3 Books will be sold non-returnable, unless the Author has purchased the Bookstore Returns Program (BRP).

## 13. Distribution Discounts

Schiel & Denver will distribute the Work to retailers, libraries and other retail outlets at standard discounts of thirty-five percent (35%)

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## 14. Author Copies

- 14.1 The Author shall be entitled to receive on publication of the Work the number of paperback or hardcover copies as defined by the Author's selected publishing service, and as specified at the time of purchase.
- 14.2 The author shall be entitled to purchase further copies of the work at discounts from the retail price in accordance with the following schedule:

Number of Copies	Percent Discount off Retail Price
1-24	5%
25-49	10%
50-99	15%
100-249	25%
250-499	30%
500+	Please contact for quote

- 14.3 Schiel & Denver will print books for Author as they are ordered and all author ordered copies shall be delivered to the Author's address on file unless otherwise specified. All printing orders are final and non-refundable.

## 15. Statement of Sales

- 15.1 S&D shall prepare accounts for the Work on a quarterly basis (4 times per year) following publication and the said accounts shall be delivered to the Author and settled within three months thereafter, provided however that no payment need be made in respect of any period in which the sum due is less than one hundred USD Dollars (\$100) in which case the amounts shall be carried forward to the next accounting date.
- 15.2 The term 'retail price' as used throughout this Agreement means U.S., Canadian, UK and EU recommended list prices for the Work, excluding any taxes to which it may be subject.
- 15.3 The term 'net amounts received by Schiel & Denver' as used throughout this Agreement means the amounts actually received by S&D from sales of the Work, represented by the retail price less discounts given to agents, distributors, wholesalers or booksellers (as appropriate) in order to secure book sales to the final customers.

## 16. Pre- and Post- Publication Services

- 16.1 For the purposes of this agreement, publication fees are defined as those directly associated with online, disk and paper manuscript submission. Fees related to other pre- or post- publication services including without limitation; manuscript, editorial, marketing, and bookseller services, as defined on S&D's website, are non-refundable.

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- 16.2 All translation services undertaken in conjunction with publishing packages are governed by S&D's separate translation agreement, which can be found in the terms and conditions section of S&D's website.
- 16.3 Fees related to the publication of second and later editions of the Work are not refundable. The Author retains the copyright for the Work, and no part of this Agreement diminishes the Author's rights to the Work.

## **17. Digital Storage and Maintenance**

- 17.1 Schiel & Denver shall retain digital property and ownership related to all completed production data and files.
- 17.2 Schiel & Denver shall use industry-standard cryptography to provide secure communications of the Work throughout Schiel & Denver's international network. Any database containing the Work will be a secure database to prevent the unauthorized access or alteration of content or printing of books.
- 17.3 Schiel & Denver shall make the Work available in the territories covered by this Agreement for a period of twelve months, after which time S&D requires a one-time annual digital maintenance fee of twenty U.S. Dollars (\$20) per distinct ISBN title for each additional year. Schiel & Denver will provide the Author with an e-mail payment link to settle these annual fees, or the author may elect for the digital maintenance fee to be deducted from future royalty payments if appropriate.

## **18. Termination of Agreement**

- 18.1 Either party has the authority to terminate the Agreement at any time, without cause, by giving the other party thirty (30) days written notice.
- 18.2 Upon the effective date of termination, the Author shall have the right to purchase the digital production files from S&D at a non-refundable cost of seven hundred U.S. Dollars (\$700) per file. Upon such purchase, Schiel & Denver shall remove all references to S&D in such digital files, prior to delivering the files to the Author.
- 18.3 If the Author cancels any ISBN title in Schiel & Denver's ISBN publishing and distribution network, there is a non-refundable cancellation fee equivalent to the value of the services initially purchased. It will take up to forty-five days (45 days) to remove an ISBN title from Schiel & Denver's publishing catalog. S&D will provide notice of the cancellation to all booksellers, distributors and wholesalers that purchase books from S&D. Please note that Schiel & Denver will not accept any further orders from any bookseller for cancelled ISBN titles.



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18.4 If the Author has ordered the Bookstore Returns Program (BRP) and designated a returns status of “Return and Deliver”, cancellation of an ISBN title or termination of agreement does not relieve the Author from returns liability on the ISBN title. The Author will still be liable for the cost of returns together with any related shipping and handling fees following ISBN title cancellation or termination of agreement.

## **19. Interpretation**

The headings in this Agreement are for convenience only and shall not affect its interpretation. References to clauses are to clauses of this Agreement.

## **20. Entire Agreement**

20.1 This Agreement is the entire and only agreement between the Author and Schiel & Denver concerning its subject matter and supersedes any and all prior agreements, arrangements and understandings (whether written or oral) relating thereto.

20.2 No amendment of any provision of this Agreement shall be binding upon the parties unless it is in writing and signed on behalf of the Author and Schiel & Denver.

## **21. Governing Law**

This Agreement shall be deemed to be a contract made in the State of Texas and shall be construed and applied in all respects in accordance with the laws of the State of Texas and the parties hereto submit and agree to the jurisdiction of the State of Texas courts.

## **22. Force Majeure**

Schiel & Denver shall not be in breach of this Agreement if they are prevented from carrying out any of their obligations because of circumstances beyond their control including, but not limited to, acts of God, wars, riots, strikes or other labor disputes, natural disasters, fire or severe weather. In such event, the time permitted for Schiel & Denver to fulfil their obligations shall be extended by a period equal to the period of the effect of those circumstances or that delay.

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## 23. Notices

Notices to be given by one party to the other under this Agreement must be in writing and shall be deemed given when received upon delivery facsimile, email or mailing by priority registered mail:

(i) If to Schiel & Denver: [enquiries@schieldenver.com](mailto:enquiries@schieldenver.com);

*Schiel & Denver Publishing Limited*

*10685-B Hazelhurst Dr. #8575*

*Houston, TX 77043*

*[FAX: 1-888-224-2721]*

(ii) If to the Author;

*All Notices will be sent to the address on file. The Author agrees to keep S&D updated on their main address for receiving royalty payments.*

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AS WITNESS THE HANDS OF THE PARTIES

For and on behalf of Schiel & Denver Publishing LIMITED:

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Director

Dated: -----

For and on behalf of the Author:

Author name (printed): -----

Title of Work: -----

Genre of Work: -----

Delivery Date to S&D: -----

Publishing Package Selected: -----

Signature: -----

Dated: -----

Address: -----

Country: -----

Zipcode: -----

Telephone: -----

E-mail: -----@-----