

ROYALTIES (20%) AGREEMENT BETWEEN

_____ (the author) of _____ (city)

and

Petra Books, (the publisher) of Ottawa

petrabooks.ncf.ca

Prior to signing this agreement the author may wish to submit a copy of the manuscript to the publisher, in confidence, for examination. The publisher may choose to accept or not accept the Ms for further work.

- 1 This agreement concerns the manuscript presented under the title _____ (the book) by the author.
- 2 **Manuscript.** The author will provide the publisher with the contents of the book as a typed-up manuscript in digital text or MSWord.doc format along with all pictures in digital format (.jpg .tif etc). The author guarantees the originality of, or has written permission to use, the text and illustrations. For initial review, the author may submit a paper copy.
- 3 **Editing.** On acceptance, the publisher will
 - review and edit the text of approx. _____ words, including substantive, copyediting and proofreading.
 - provide drafts to the author who will review, edit and approve the text.
- 4 **Design and Layout.** The publisher will design and layout the book in a digital format of approx. _____ pages, and approx. 4" x 7", 5" x 8" in size to a maximum of 8" x 10 ½".
 - design and layout a colour cover including the title, promotional text, author's picture and biographical note. In consultation with the author, the publisher has the final say on the above.
 - provide drafts to the author who will review, edit and approve the layout.
 - assign an ISBN number for the print edition, create a barcode and submit the publication details to the National Library of Canada's Cataloguing In Publication (CIP).

Additional cover image research, permissions, photography, and the layout of interior graphic materials, and the exchange of drafts may be required.

Items 2, 3 and 4 are prerequisites to the options on the following pages.

5 **Digital Promotion.** The publisher may

- prepare a master in Adobe.pdf format for submission, along with publication details and author information to:
 - the National Library of Canada's electronic collection,
 - Google Books with 20% viewing,
 - Amazon.com including their "Search Inside The Book" program.
- put the book details including cover picture, author picture and biographical note on the website petrabooks.ncf.ca including a PayPal link for viewers to purchase the digital or print editions at the full retail price, plus shipping and tax if applicable.

6 **Public Domain Option.** The publisher may assist the author to register with, and upload the Adobe.pdf digital content through Google Books to Creative.common.org or to public domain sites such as Archive.org, or to Smashwords (the author having set the selling price at zero).
 The author wishes to select the option "Public Domain"

7 **e-book.** The publisher may

- assign separate ISBNs for various e-book editions,
- prepare and submit document master and author information to:
 - Google e-books PDF and EPUB
 - Smashwords for conversion to various e-book formats including Aldiko, Apple, Barnes & Noble, Borders, Diesel, FBReader, Kobo, Sony, Stanza, Whitcoulls, and Word-Player, and their distribution channels,
 - Ingram Lightning Source (LSI) in Adobe PDF, idpf EPUB and eReader PDB formats for distribution to their retail network,
 - Amazon Digital Platform in Kindle format for distribution,

The e-book can include additional interior colour images since printing is not required.

8 **Promotional List.** The publisher may research and prepare a list, mutually agreed upon, and contributed to, by the author, of approx. 30 carefully selected organizations in Canada, including newspapers and periodicals (for book reviews), schools, libraries, associations, and writers' awards organizations.

9 **email Flyer.** The publisher may

- design and produce a promotional flyer including book cover and "blurb", author picture and biographical note.
- send an introductory note, information about the book and the promotional flyer by email to the Promotional List.

10 Printing Option. The publisher may manage the printing of copies of the book. This will be subcontracted to a printer for digital photocopy (not offset printing) and either 'perfect' glued binding or spiral binding. The cover is a "paperback" soft cover on card stock, in colour and the body is Black & White, on cream bond paper stock. Interior colour pages.

A: 10 printed books will be distributed as follows: (These are reference copies and are not intended for sale).

- author - 5 / publisher - 4 / National Library of Canada - 1

B: Print-On-Demand. If and when orders are received for printed books as a result of promotional activities a limited number of books will be printed. The services of a POD provider such as Ingram may be used.

C: The publisher may decide to print, promote and sell the additional copies of book with digital or offset methods, manage the printing, and handle distribution and sales. 100 printed books will be distributed as follows:

- author -10 / publisher -10 / National Library of Canada - 2
- Amazon.com -2 (warehoused by Amazon for future sale)
- Advance Review Copies mailed to Promotional List -30
- balance remaining for sale -46

11 Promotional Mailing: Advance Review Copy and Flyer. Using the Promotional List (Item 8) in conjunction with Printing Option C above, the publisher may

- prepare a package with a printed promotional flyer, sample Advance Review Copy of the book and introductory letter if required, to be mailed to approx. 30 prospects in Canada, and will follow-up by telephone or email.

12 On-Going Promotion. The publisher may provide on-going promotion and sales, capturing opportunities as they arise. The author may contribute to the promotion and sales of their work.

13 Sales. The retail price of the book to the final customer should be at least \$14.99 up to \$29.99 for the print edition and \$4.99 up to \$9.99 for the e-book edition.

Some sales may be directly through the website or person-to-person at full retail price. Other sales may be through a distributor or retailer. Net sales means the price the customer pays minus the percentage taken by the distributor or retailer, if any. If applicable, the customer pays shipping and tax.

14 Royalties. The author has contributed the creative content and the publisher has provided the digital or printed product masters, and ongoing promotion and sales management.

Following these efforts the publisher will pay the author or the author's heirs 20% of all net sales of digital or printed books, if any, quarterly.

15 Reprints. The publisher may decide to print, promote and sell the additional copies of book with digital or offset means, manage the printing, and handle distribution and sales. The publisher may decide to print, promote and sell the additional copies of book with digital or offset methods, manage the printing, and handle distribution and sales.

16 **Author's Rights.** The author retains their copyright to this work but cedes exclusive rights to the publisher who may print, distribute and sell the book for the duration of this agreement. The publisher will include an author's copyright notice in all editions of the works:

(c) _____ (author) _____, _____ (date) _____.

17 **Publisher's Rights.** For the duration of this agreement and in consultation with the author, the publisher may, or through others, following sales guidelines (Item 13) and paying royalties (Item 14):

- print, promote and sell the print or digital book through brick-and-mortar or digital means worldwide, for the duration of this agreement,
- participate in projects for translations, derivative works and adaptations such as for radio, theatre, film and audio books, or submit the book to organizations which give authors' and publishers' awards. In these cases special royalties arrangements will be agreed upon with the author, replacing Item 14.

After this agreement, the publisher may keep the book information archived on their website described as "out of print", i.e. when there are no more copies available from the publisher.

In any print or digital reproductions and future editions, or derivative works and adaptations by the author or others at any time in the future, even after this agreement, the following must be included in the credits:

First published by Petra Books, Ottawa Canada [date]

18 **Payment Schedule.** The publisher will pay the author 20% of all net sales of digital or printed books, if any, quarterly.

19 **Cancellation.** This agreement may be cancelled upon agreement between the two parties, or by one party based on demonstrated non-performance by the other party, in writing. In the case of incapacity of the author, their rights and responsibilities will be assumed by their heirs. In the case of insolvency of the publisher, or merger or acquisition of the publisher's assets, all rights will revert to the author.

20 **Renewal.** This agreement may be renewed upon agreement between the two parties, in writing.

21 **Duration.** This agreement shall be in force for a minimum of four years until _____.

	Author	Publisher
Print Name	_____	_____
Representing	_____	Petra Books _____
Address	_____ _____ _____	99 5th Ave., Suite 140 _____ Ottawa, Ontario _____ K1S 5P5 Canada _____
Telephone email	_____ _____	613-294-2205 _____ petra@ncf.ca _____
Signature	_____	_____
Date	_____	_____

Province of Ontario, Canada