

CONTRACT WITH AUTHOR POPCORN PRESS

AGREEMENT made as of _____
(date)

between _____ (the "Author")
(name) (Social Security number)

of _____
(street) (city) (state) (ZIP code)

and POPCORN PRESS (the "Publisher") of P.O. Box 12, Elkhorn, WI 53121.

THE PARTIES HERETO AGREE AS FOLLOWS:

GRANT OF RIGHTS

1. The Author hereby grants to the Publisher the following rights in and to the work(s) of fiction/non-fiction/poetry tentatively entitled:

(title) (the "Work")

throughout the world the nonexclusive right to print or otherwise reproduce, publish, distribute, and sell the Work in the English language in ebook or book form for 24 months following the final dated signature on this document.

CONTINUANCE OR TERMINATION

2. Whenever this Agreement reaches its termination date, the Agreement and all conditions contained herein will automatically be renewed for a 12-month period unless the Author has previously notified the Publisher in writing of a wish to terminate the Agreement.

COPYRIGHT

3. The copyright in the Work will belong to the Author. The Publisher agrees to imprint the copyright notice authorized by the United States copyright laws in each copy of the Work distributed by the Publisher. The Author agrees with respect to any rights reserved to the Author hereunder to take all steps necessary to protect the copyright in the Work.

DELIVERY OF WORK

4. The Author agrees to deliver to the Publisher, on or before _____ ("Delivery Date") a complete, readable digital file containing the Work, in form and content acceptable to the Publisher. In the event of the Author's failure or inability to deliver a complete file of the Work within 60 days after the Delivery Date, the Publisher may terminate this Agreement by written notice of termination.

REVISION AND EDITING OF WORK

5. The Publisher and Author agree that the Work, upon delivery, should be ready for publication. However, the Publisher has the right, in its discretion, to request revisions of the Work, to be completed by the Author within a reasonable time frame. The Publisher also has the right, in its

discretion, to make editorial changes in the Work deemed necessary for publication, with the Author's approval, which shall not be unreasonably withheld or delayed.

6. The Publisher will provide the Author with page proofs of the Work for review prior to publishing. The Author will read, correct, and return the page proofs within ten days of receipt. The cost of any Author changes in the proofs in excess of three changes per page (on average) will be charged against the Author's royalty account, except that the Author will not be charged for corrections arising from the Publisher's error. If the Author fails to read, correct, and return the manuscript and/or proofs by the deadline established above, the Publisher may proceed without the Author's corrections, making whatever alterations or corrections it deems appropriate.

WARRANTY AND INDEMNIFICATION

7. The Author hereby represents and warrants:
 - A. that the Author is and will be the sole author of the Work and the sole owner of the rights herein granted and that the Author has not assigned, pledged, or encumbered such rights or entered into any agreement that would conflict with the rights granted to the Publisher herein and will not do any of the above;
 - B. that the Author has the full right, power, and authority to enter into this Agreement and to grant the rights herein granted;
 - C. that if the Work contains any material that does not belong to the Author, the Author has or will obtain permission to use the material (unless it is in the public domain);
 - D. that the Work and any material supplied by the Author for use in connection with the Work do not and will not contain anything that is libelous, that infringes or violates any copyright, trademark, right of privacy, or other right of any kind of any person or entity or the publication of which will otherwise give rise to a legal cause of action; and
 - E. that neither the Author nor any of the Author's representatives has given or will give the Publisher any document concerning the Work or any other work by the Author that the Author and/or the Author's representative knows or should know is false or materially misleading.
8. The Author will indemnify and hold the Publisher and its licensees, successors, and assigns, and its and their distributors, customers, officers, directors, members, employees, and agents, harmless against any expense (including, but not limited to, reasonable attorney's fees and disbursements) or judgment, settlement, or other liability arising out of any claim or legal proceeding asserting claims contrary to any warranty or representation made by the Author in this Agreement (a "lawsuit").

CHARGES, ADVANCES, DEEP DISCOUNT, PROMOTION

9. The Publisher will not charge the Author for any of the editing, production, design, or promotion of the Work (except for excessive author corrections, as outlined in Item 6 above), but neither will the Publisher pay the Author any advance for the publication of the Work. The Author will receive a royalty on copies sold according to the information in Items 12 through 14 below.
10. The Author (and other volume buyers) may purchase print-on-demand copies of the Work at a deep discount of 40 percent off the cover price.
11. The Author agrees to assist the Publisher actively in promotion of the work. Such promotion may include readings, signings, and other special events.

ROYALTIES, REPORTS, AND PAYMENTS

12. The Publisher agrees to pay the Author a royalty of 25 percent of the Selling Price (the total amount received by the Publisher, minus shipping and handling) for any edition of the Work sold by the Publisher, except editions sold to the Author at the Author's deep discount rate. The Author and Publisher recognize that the Selling Price of the work may not be the same as the cover price, due to deep discounts provided to volume buyers.

13. After publication of the Work, the Publisher will render semi-annual statements on April 30 and October 31 each year in accordance with the Publisher's regular accounting practices, showing amounts earned by the Author hereunder for the periods of July 1 through December 31, and January 1 through June 30, respectively, as royalties. Each statement will be accompanied by payment of the amount shown to be due thereon.
14. The Author or a certified public accountant hired by and paid for by the Author shall have the right, upon reasonable notice during usual business hours but not more than once in any 12-month period, to examine the books of the Publisher at the place where the same are regularly maintained insofar as they relate directly to the sales of the Work.

MANDATED PUBLICATION

15. The Publisher agrees to publish and commence distribution of the Work within 12 months after the acceptance of the complete Work. The Publisher has the right to make the final decision on the title, cover art, and cover copy. The publication will be in a format determined by the Publisher acting in its sole discretion. All decisions regarding the retail price and all other matters involving terms of sale, distribution, advertising, and promotion of the Work shall also be within the Publisher's sole discretion.

GOVERNING LAW

16. This Agreement, and the rights and liabilities with respect to this Agreement and its subject matter, shall be governed by the laws of the State of Wisconsin and the United States applicable therein without reference to the principles of conflicts of law thereof.

ENTIRE AGREEMENT AND CAPTIONS

17. This Agreement constitutes the entire agreement between the Publisher and the Author concerning its subject matter. This Agreement cannot be cancelled, amended, or modified, nor may any of its provisions be waived, except in writing signed by the party (or his or its duly authorized agent) against whom such cancellation, amendment, modification, or waiver is to be enforced. In no event will the Publisher be liable to the Author for any consequential or incidental (as opposed to direct) damages or for any exemplary or punitive damages. This Agreement creates an independent contractor relationship between the Author and the Publisher; it does not create, and shall not be construed as creating, a partnership or joint venture between the Author and the Publisher. This Agreement is not binding on the Publisher, and the Publisher is not obligated with respect to the Work, unless and until this Agreement is executed by the President, Chief Editor, or Head Designer of the Publisher.
18. The captions of the various paragraphs of this Agreement (and subdivisions thereof) have been inserted only for the purpose of convenience; such captions are not part of this Agreement and shall not be deemed, in any manner, to modify, explain, enlarge, or restrict any of the provisions of this Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

AUTHOR

AUTHOR'S SOCIAL SECURITY (OR TAX I.D.) NUMBER

POPCORN PRESS REPRESENTATIVE