



## Book Publishing Services Agreement

Please read, complete and sign the following agreement between you, your agents or representatives ("Author" or "You") and Ambassador Press, LLC ("Publisher", "We" or "Us"), regarding your book ("the Book" or "the Work"). Please mail the completed Agreement to Ambassador Press, LLC at P.O. Box 722, Reynoldsburg, OH 43068.

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### AUTHOR INFORMATION

Name:

Address:

City, State, Zip:

Daytime Telephone:

E-mail Address:

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### BOOK INFORMATION

Book Title:

Book Sub-Title (if applicable):

Pen Name (if applicable):

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### OUR BOOK PUBLISHING PLAN

In order to keep our services effective and simple, we have created one basic book publishing services plan. This plan includes everything you will need for a professional design, widespread distribution (including wholesalers and bookstore distributors) and copy-editing. Before you make any decisions, look at everything it includes. Also, we believe in doing it right: giving you a Quality product and services rather than slapping something together for a tempting, low price. We will not put our name on something if it is not a work we can be proud of.

#### Examples of our Quality

- Our covers are professionally designed and are equal to or above the quality of top cover-design firms.
- Our interiors are all custom designed. We do not use any templates. We believe that a book should be as individual as its author.
- We include copyediting in the plan. This type of editing reviews simple grammar, sentence structure, spelling, use of characters such as numbers and dashes, etc. Other publishing firms charge extra for this service.
- You get to see both an electronic proof of the interior and cover designs *and* a hardcopy proof after the book is printed. With both proofs we will make one round of any changes necessary to do your book your way, free of charge.

# BOOK PUBLISHING SERVICES ORDER FORM

Please indicate the services you are purchasing by checking the appropriate boxes.

## STANDARD BOOK PUBLISHING PLAN (\$1,845)

Everything you need to get your book published with excellence

### EDITING AND DESIGN

#### **Manuscript Review**

After receiving your manuscript, we will assess the content for publishing merit. We choose not to facilitate the publishing of just anything, and have found that authors (and book buyers and reviewers) value this.

#### **Copyediting**

We will copyedit your manuscript. Your book deserves credibility. The edited text will be reviewed and approved by you before we proceed.

#### **Editing Revisions**

We will provide one round of copyediting revisions at your request.

#### **Custom Full-Color Cover Design**

We will design an attractive, custom full-color cover for your book using either photos and/or artwork provided by you (digital or hardcopy) or using photos and/or artwork we will obtain or create ourselves, whichever you request, and using any instructions of preferences you provide to us in the section "Book Specifications and Preferences" on page 8 to the best of our ability. Photos and artwork you wish to provide must meet our art submission criteria, found in our Book Publishing Services Submission Guidelines. The cover design will be reviewed and approved by you before we proceed.

#### **Custom Black & White Interior Design**

Rather than format your book with generic templates, we will custom design the interior of your book using any instructions or preferences you provide to us in the section "Book Specifications and Preferences" on page 8 to the best of our ability. The interior design will be reviewed and approved by you before we proceed.

#### **Editing and Formatting of Interior Art or Photos**

We will scan, edit, touch up and/or place up to 10 photos or artwork provided by you (digital or hardcopy) in the interior of your book. Photos and artwork you wish to provide must meet our art submission criteria, found in our Book Publishing Services Submission Guidelines.

#### **Author Photo and Biography**

We will include your photo and biography provided by you in your book at your request (indicate in the section "Book Specifications and Preferences" on page 8).

#### **Electronic Pre-Press Proofing**

We will provide an electronic PDF proof of your formatted book's cover and interior to review and approve prior to sending your book to the printer. If you are unable to receive a PDF proof, we will provide you an unbound hard copy proof instead at your request.

#### **Cover Design Revisions**

We will provide one round of revisions to the cover design at your request.

#### **Interior Design Revisions**

We will provide one round of revisions to the interior design at your request.

### PRINTING AND REGISTRATION

#### **Hardback or Paperback Format**

We will produce your book in either hardback or paperback format, whichever you choose, and your choice of several trim sizes, noted in the section "Book Specifications and Preferences" on page 8. Both formats can be chosen for an additional cost (see "Additional Services").

#### **Formatting of the Book for Printing**

We will configure your book for printing.

#### **Book Printing**

We will arrange the printing of your book using print-on-demand technology. Utilizing

print-on-demand technology means you do not have to pay for or inventory a large number of books since books are printed and manufactured as they are ordered. Your book will remain in print and distribution for as long as you like, with a nominal \$15 annual archival fee due around the anniversary of your book's release, which keeps it in print for another year.

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**Production (Hardcopy) Proof**

We will send you a hardcopy proof of your book in final printed and bound form. The production proof will be reviewed and approved by you before we proceed.

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**Printing Revisions**

We will provide one round of revisions to your book once the production proof has been generated at your request. Your book will be released once all necessary revisions have been made to your book.

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**Ebook Format**

We will produce your book in Ebook format at your request (indicate in the section "Book Specifications and Preferences" on page 8). Ebooks are produced with default security (DRM) settings limiting printing and copying to 10 pages every 7 days and 10 copied text selections every 7 days. These settings can be modified at your request.

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**U.S. Copyright Registration**

We will register the copyright for your book in your name with the U.S. Copyright Office on your behalf. The original certificate of copyright registration will be mailed to you once the registration is complete (the copyright registration process normally takes several months).

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**MARKETING, DISTRIBUTION AND SALES**

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**Books-In-Print Listing**

We will list your book with R.R. Bowker's Books-In-Print Listing.

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**ISBN Assignment**

We will assign and register an ISBN for your book.

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**ISBN Barcode printed on the cover**

We will print your book's ISBN on the back cover.

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**Library of Congress cataloging and registration**

We will register your book with the U.S. Library of Congress for cataloging.

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**Internet Marketing on Amazon.com and BarnesandNoble.com**

We will register your book with Amazon.com, BarnesandNoble.com and their affiliates upon the release of your book. Amazon.com, BarnesandNoble.com and other Internet marketplaces are third-party services and we cannot guarantee or control factors such as timing, how your book is presented on their sites, etc. These factors are solely at the discretion of Amazon.com, BarnesandNoble.com and their affiliates.

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**Copies of Your Book**

We will send you 10 copies of your book immediately upon the release of your book.

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**Author Discount and Author Order Fulfillment**

You can purchase any number of copies of your book at any time at the special discount available to you as the author, equal to the suggested retail price of the book minus the print cost and a small commission of 16% of the suggested retail price. We guarantee that your discount will always be at least 50% of the suggested retail price of your book. We will fulfill the orders you place for your book following its release and deliver the books directly to you, which you can then resell and distribute for a profit. For a book retailing at a minimum of \$13.99, you would only pay about \$7.00 per copy.

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**National and Worldwide Distribution and Order Fulfillment to Book Wholesalers**

We will register your book with book wholesaler Ingram or Baker and Taylor (dependent upon the size and type of your book). Through these channels your book will be available for bookstores, consumers and other retailers to order.

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**Industry Standard Returns Policy**

We will accept and provide a refund for returned copies of your book. For more information, view our Returns Policy.

### **CD ROM of Your Book Files**

We will provide you with a CD ROM containing high-resolution production files of your book (PDF) and cover images for your own personal use in marketing, publicity and future printing upon the release of your book. These files are licensed to you for this use.

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### **Compensation for Book Sales**

We will compensate you the net revenue of your book sales through our distribution channels (after printing costs), less a small commission of 40% of the net revenue from the book. Therefore, you will receive 60% of all net revenue from your book, which for a 250-page 6" x 9" paperback sold at its minimum suggested retail price (\$13.99) would be about \$1.71 per book. This is approximately 12% of the retail price of this particular book. To compare, we would only be keeping \$1.14 for our commission. We feel that this practice is fairer to you as the self-publishing author than for us to pay you a small royalty and keep the remainder of the revenue for our profit.

We will send you an account statement each quarter stating the total sales of your book we have made and the corresponding compensation due to you. Any compensation will be enclosed with the statement in the form of a check. We will report book sales to you after they are reported to us by our distributors. Distributors and bookstores generally do not report sales of a book or pay us for the books that are sold for several months. Therefore you may not receive compensation for sales of your book until several months after the books are actually sold.

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### **Book Retail and Wholesale Pricing**

You will be able to set the suggested retail price of your book based on the minimum retail price we determine based on the size, type and post-production page count of your book. The suggested retail price you set can be equal to or greater than the minimum retail price we determine for your book. The wholesale and distributor price of your book will be 60% of the suggested retail price. The minimum suggested E-book price is 70% of the suggested retail price.

See something in our Standard Book Publishing Plan you don't want? We can customize this plan for you. Just let us know which options you would not prefer having (if you already have a professional editor or wish to do your own typesetting, for example) and we will deduct the appropriate amount from the cost of the plan. Please keep in mind that the high standards we hold to also affect the quality of our books. If a poorly edited book is submitted and you choose not to include the copyediting services for example, our screeners may not approve it.

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### **ADDITIONAL SERVICES (Contact Us for a Quote)**

Check here if you are interested in one or more of the following additional services:

- Developmental Editing
- Indexing
- Additional photos/artwork
- Custom Illustration and artwork production
- Additional format (binding and/or size) for your book
- Offset printing of your book

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## **ADDITIONAL TERMS AND CONDITIONS**

### **SUBMISSION ACCEPTANCE**

The Author agrees to submit any materials for the purpose of producing the Work including their manuscript and art according to our Book Publishing Submission Guidelines. Incomplete submissions or material submitted after your order has been accepted may be declined. The Author understands we set high standards for the books we publish, such as meeting criteria for being family-friendly and containing quality content and that Ambassador Press, LLC reserves the right to decline any submission for any reason. Should your submission be declined, we will return your submission and refund your payment less \$35 to cover shipping and handling of your submission.

### **WARRANTIES**

You guarantee that:

- The material you are providing us under this Agreement is original to the best of your knowledge and has not been previously published, or that consent to use it for the purposes stated in this Agreement have been obtained from the copyright owner. The Author agrees to obtain all permissions necessary for the use of materials copyrighted by others and provide us with a copy of these permissions.
- There are no portions of the said material that are plagiarized.
- The material you are providing under this Agreement is accurate, does not misrepresent facts, does not contain unlawful matter and will not cause harm or infringe on the rights of others.
- You have the right to sign this Agreement.

We guarantee that:

- The design and artwork created by us under this agreement is original to the best of our knowledge and has not been previously published or that consent to use it for the purposes stated in this agreement have been obtained from the copyright owner.
- We have the authority to make this Agreement.
- Any work created by us under this Agreement is accurate, does not misrepresent facts, does not contain unlawful matter and will not cause harm or infringe on the rights of others. This warranty does not extend to uses that the Author or others may make of the Work that may infringe on the rights to others, in which case the Author agrees to hold Ambassador Press, LLC harmless for all liability caused by these uses.

### **RIGHTS**

The Author retains ownership of copyright to any material provided us under this Agreement such as the text. The Author grants Ambassador Press, LLC the non-exclusive right to reproduce and distribute worldwide the content of the Work in the forms stated in this agreement and for the time this agreement is in effect. Also, the Author grants Ambassador Press, LLC the right to use portions of the content for promotional purpose such as in excerpts but not to sell rights to the content or portions of the content to others. Ambassador Press, LLC is a provider of limited services only (i.e., copyediting, design, printing, distribution, and book sales) and assumes no responsibility for reviewing or correcting the content of the Book.

Ambassador Press, LLC retains copyright and ownership of the artwork, design, production data and computer files we produce under this agreement. Ambassador Press, LLC licenses the use of the cover and interior designs and the computer files given to the Author for promotional purposes of the Book only, upon the release of the Book and our receipt of the Author's full payment for the services under this agreement, and for the duration of time this agreement is in effect.

### **INDEMNITIES**

The Author agrees that it shall not hold Ambassador Press, LLC, its owners, officers or employees liable for any incidental or consequential damages that arise from its failure to perform any services under this agreement in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Ambassador Press, LLC or a third party. The Author agrees to make compensation to Ambassador Press, LLC and its employees, shareholders, directors, representatives or successors and accept any manner of claims, liabilities, damages, expenses (including reasonable attorney's fees), awards and judgments resulting from claims of (1) third parties regarding ownership, libel, slander, plagiarism, privacy, misappropriation and similar claims arising from the publication of the Work; (2) Author's breach of any warranty in this Agreement. Ambassador Press, LLC agrees to notify the Author promptly of any claim for compensation under this Agreement. The Author makes no warranties and has no obligation to compensate the Publisher for materials inserted in the Book at the Publisher's request. Ambassador Press, LLC may be represented in any proceeding by counsel of its choice; the Author may retain additional counsel at his or her own expense. However, this is in no way to be interpreted as Ambassador Press, LLC' accepting responsibility for the defense of any allegation, lawsuit, complaint or

representation in any matter on behalf of the Author. Any settlement agreement between Ambassador Press, LLC and a third party regarding a claim covered by the indemnity provisions of this Agreement will be binding upon Author.

#### **TERMINATION AND NONEXCLUSIVITY**

This Agreement is nonexclusive and the Author can enter into other third-party publishing agreements for the publication of the material provided to us under this Agreement. Either party has the option to terminate the Agreement at any time, with or without cause, upon written notice. If the Agreement is terminated by the Author within 30 days from the release of the Book, any fees paid under this Agreement will be refunded to the Author (or applied against any outstanding amounts in the Author's account) and the Author shall pay a cancellation fee for any completed work under this Agreement at the time of termination. The cancellation fee (minimum \$35) shall be a reasonable amount for the work completed and based on the original fee agreed upon prior to termination under this Agreement. If the Agreement is terminated by Ambassador Press, LLC at any time, a reasonable portion of the fees paid for any services under this Agreement unfulfilled by us at the time of termination will be refunded to the Author (or applied against any outstanding amounts in the Author's account). Unfulfilled services do not include ongoing services such as distribution or fulfillment services for the Book. If the agreement is terminated by Ambassador Press, LLC due to a breach by the Author of this Agreement, no fees will be refunded. Ambassador Press, LLC reserves the right to seek compensation for work performed in the event of breach.

#### **NOTICES**

All notices to Ambassador Press, LLC must be sent in writing to P.O. Box 547, Galloway OH 43119. All notices to the Author will be in writing to the address specified on this Agreement by the Author.

#### **COMPLETE AGREEMENT**

This written Agreement contains the sole and entire Agreement between the parties and will supersede any and all other prior agreements between the parties. This Agreement may not be modified or amended except in writing signed by the party against whom such modification or amendment is sought to be enforced.

#### **LAW AND VENUE**

The laws of the State of Ohio will govern this Agreement. Recognizing the expense, distraction and uncertainty resulting from litigation of disputes which may arise under this Agreement, the parties have agreed that except as specifically provided in this Agreement, they will submit any and all disputes arising in any way under this Agreement to the American Arbitration Association for final disposition in accordance with its rules, provided that the Arbitrator has no authority to award punitive damages. Nothing in this Agreement is meant to deprive the Author or Ambassador Press, LLC of the right to fair relief in a court of competent jurisdiction with respect to rights to their intellectual property or use under this Agreement. Any proceeding under this paragraph will be brought in the federal or state courts in Ohio. A judgment may be entered in a court of competent jurisdiction based on any award rendered in settlement or other proceeding conducted by the parties according to this paragraph.

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## **PAYMENT AND ACCEPTANCE**

**TOTAL AMOUNT OF ORDER:**

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**PAYMENT** (check one)

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- You are paying the full amount due now
  - You would like to use the following Payment Plan to pay for the Standard Book Publishing Plan. You understand a \$10 service charge applies and that production of your book will be suspended if a payment installation is not received at the time it is due. The payment plan is offered with the Standard Plan only and cannot be applied toward the cost of the Enhanced Marketing and Publicity Program, which must be paid in full upon your acceptance of this agreement.
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**Installment 1:** 1/3 of the Standard Plan price + \$10 service charge payable upon your acceptance of this agreement

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**Installment 2:** 1/3 of the Standard Plan price payable upon your approval of the editing

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**Installment 3:** 1/3 of the Standard Plan price payable upon your approval of the design

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**PAYMENT METHOD** (check one)

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- Check (enclosed—\$25 return fee applies. Make Checks payable to Ambassador Press)
  - Money Order (enclosed—Make payable to Ambassador Press)
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**ACCEPTANCE**

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You agree to the terms and conditions contained in this agreement by signing your name below.

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**Signature**

**Date**

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# BOOK SPECIFICATIONS AND PREFERENCES

## BOOK FORMAT

Check the Book format desired. If no size is checked, the default format (bolded) will be used. If your book cannot be reproduced using your chosen specifications for any reason, we will let you know and determine a suitable format for your book. NOTE: only Paperback or Hardback format is included with the Standard Book Publishing Plan. There is an additional cost for selecting both formats.

### PAPERBACK

Paperback books can be printed with the following specifications (indicate your preference):

Size (inches)	Pages	Paper Type	Cover Specs
<input type="checkbox"/> 5 x 8	104–600	crème-white 55# acid-free	white 100# offset, gloss laminate
<input type="checkbox"/> 5.5 x 8.5	104–600	crème-white 55# acid-free	white 100# offset, gloss laminate
<input type="checkbox"/> <b>6 x 9</b>	<b>47–600</b>	<b>crème-white 55# acid-free</b>	<b>white 100# offset, gloss laminate</b>
<input type="checkbox"/> 6.14 x 9.21	104–600	white 50# offset acid-free	white 100# offset, gloss laminate
<input type="checkbox"/> 7.44 x 9.69	104–600	white 50# offset acid-free	white 100# offset, gloss laminate
<input type="checkbox"/> 7.5 x 9.25	104–600	white 50# offset acid-free	white 100# offset, gloss laminate
<input type="checkbox"/> 8.25 x 11	47–600	white 50# offset acid-free	white 100# offset, gloss laminate
<input type="checkbox"/> 8.25 x 11.688	104–600	white 50# offset acid-free	white 100# offset, gloss laminate

### HARDBACK

Hardback books can be printed with the following specifications (indicate your preference):

Size (inches)	Pages	Paper Type	Cover Specs
<input type="checkbox"/> 5.5 x 8.5	104-600	crème-white 55# acid-free	Case Laminated
<input type="checkbox"/> 5.5 x 8.5	104-600	crème-white 55# acid-free	Cloth ( <input type="checkbox"/> Blue <input type="checkbox"/> Gray) with Jacket
<input type="checkbox"/> 5.5 x 8.5	104-600	crème-white 55# acid-free	Cloth ( <input type="checkbox"/> Blue <input type="checkbox"/> Gray) (no Jacket)
<input type="checkbox"/> 6 x 9	104-600	crème-white 55# acid-free	Case Laminated
<input type="checkbox"/> <b>6 x 9</b>	<b>104-600</b>	<b>crème-white 55# acid-free</b>	<b>Cloth (<input type="checkbox"/>Blue <input type="checkbox"/>Gray) with Jacket</b>
<input type="checkbox"/> 6 x 9	104-600	crème-white 55# acid-free	Cloth ( <input type="checkbox"/> Blue <input type="checkbox"/> Gray) (no Jacket)
<input type="checkbox"/> 6.14 x 9.21	104-600	white 60# acid-free	Case Laminated
<input type="checkbox"/> 6.14 x 9.21	104-600	white 60# acid-free	Cloth ( <input type="checkbox"/> Blue <input type="checkbox"/> Gray) with Jacket
<input type="checkbox"/> 6.14 x 9.21	104-600	white 60# acid-free	Cloth ( <input type="checkbox"/> Blue <input type="checkbox"/> Gray) (no Jacket)

**Spine Text** Cloth hardback books include a gold foil stamp of text on the spine. Indicate what you would like to appear on the spine:

**EBOOK**—Please provide my book in Ebook format (included in our Standard Book-Publishing Plan)

**Manuscript Format** (check the one used):

- Microsoft Word     
 Text or Rich Text     
 Other (please specify) \_\_\_\_\_  
**(please call to see if your format is usable)**

**Manuscript Submission** (check the one to be used):

- Mailed—CD-ROM     
 Mailed—Diskette (Windows formatted)  
 Mailed—ZIP Disk (100 MB or smaller)     
 E-Mailed

**Optional Submissions** (check the desired options):

- Author Photograph     
 Author Biography (200 words maximum)  
 Book Summary (200 words maximum)