

PUBLISHING AGREEMENT

THIS AGREEMENT is made and entered into the [] day of [], 20[], (the “Effective Date”) by and between _____, an individual, located at [enter address] (the “Author”, which term shall be deemed to include the Author's executor, devisees, heirs, and literary assigns) and St. Sebastian Orthodox Press, a non-profit religious corporation organized and existing under the laws of the State of California, and having its principal offices at 1621 W. Garvey Avenue, Alhambra, California 91803 (“Publisher”), whereby it is mutually agreed:

WHEREAS, the Author desires the Publisher to publish the Author’s work titled, (as hereinafter defined), and Publisher desires to publish the Work;

NOW THEREFORE in consideration of the promises hereinafter set forth and for valuable consideration, receipt whereof is acknowledged, the parties agree as follows:

1. GRANT OF RIGHTS. The Author grants to the Publisher the exclusive worldwide rights to print, publish, sell, produce, and distribute in all forms as described below (together with all subsidiary rights as specified under Section VII “Other Rights” of this Agreement) the work of the Author described in Exhibit A to this Agreement (the “Work”), which grant of rights shall extend throughout the term of copyright and all renewals thereof as to the Work. This grant of rights is exclusive, and the Author acknowledges and agrees that the Author shall not publish or disseminate in any way (including but not limited to any abridged or other edition) the Work covered by this Agreement, without the consent of the Publisher, which may be withheld at the sole discretion of the Publisher.

As used herein, “rights to print, publish, sell, produce, and distribute in all forms” includes both print media and electronic media, including but not limited to, printed books, digital books, databases, audio books or any other technology which may be developed in the future.

2. AUTHOR’S REPRESENTATIONS AND WARRANTIES: The Author represents and warrants to the Publisher as follows:

(a) The Author is the sole and rightful holder of all copyrights and all other rights, title, and interest in and to the Work, except for the rights of third parties (if any) which are specifically disclosed on Exhibit A to this Agreement, which third parties shall have agreed to and joined in the grant of rights made by the Author in this Agreement;

(b) The Author has full power and authority to make the exclusive grant of rights granted by the Author (and by any third-party rights holders identified in Exhibit A) to the Publisher under this Agreement;

(c) The Work does not violate any copyright or other rights of any third party;

(d) The Work contains nothing of a libelous or scandalous character;

(e) The Work has not previously appeared in print or other publication or dissemination, except as specifically described in Exhibit A;

(f) The publication and distribution of the Work is not in violation of a right of privacy or otherwise contrary to law; and

(g) The Author will, and does hereby agree to, indemnify, defend, and hold harmless the Publisher, its officers, directors, employees, agents, sublicenses, and assigns from and against all suits and all manner of claims, proceedings, and expenses, including attorneys' fees, which the Publisher or any of their officers, directors, employees, agents, sublicenses and assigns may incur arising from a breach of the above representations or warranties or any other obligation of the Author under this Agreement.

3. MANUSCRIPT: The Author agrees to deliver to the Publisher within six (6) months of the signing of this Agreement an electronic version of the Work, satisfactory to the Publisher in content and final form, including all photographs, drawings, charts, index, appendices, bibliography, or other supplementary material to be included in the Work. The Publisher shall have the right to edit and revise the manuscript prior to publication or any subsequent printing or dissemination; provided, however, that such editing or revision shall not materially change the meaning, or materially alter the text of said Work without the Author's consent. Editing to correct inappropriate word choices, lack of clarity, misstatements of fact, misquotations, errors in grammar, sentence structure, and spelling, and editing to make the Work conform to the Publisher's style of punctuation, capitalization, and like details shall not be considered as materially changing the manuscript. The Publisher will use the same care in protecting the manuscript and accompanying material as customary practice demands in protecting similar material in its possession, but it shall not be liable for damages resulting from the loss or destruction of such materials, or any part thereof.

If any portion or all the Work is not delivered when due, or is not acceptable in the Publisher's editorial determination, then the Publisher may choose to request the Author to submit or resubmit the Work in acceptable form by an extended delivery date set forth in writing by the Publisher. If the Publisher determines that the Author is unable, or if the Author fails, to deliver the Work in length, form, and content satisfactory to the Publisher by such extended date, then the Publisher may elect either to (i) retain the services of other competent persons selected by the Publisher to complete the Work to the Publisher's satisfaction and deduct the cost thereof from amounts otherwise becoming due to the Author, or (ii) terminate this Agreement, subject to repayment by the Author of all amounts previously paid by the Publisher to the Author on account of the Work.

4. COPYRIGHT: Unless otherwise disclosed by the Author in writing on Exhibit A to this Agreement, the Author is the sole holder of all copyrights and other rights to publish and disseminate the Work. If any third party holds rights to the Work, the Author shall be solely responsible for obtaining any necessary permissions and consent to the grant of rights made by the Author under this Agreement, and any payments that may be required for said permissions and consents shall be the responsibility of the Author.

The Publisher shall have the right (but not the obligation) to register the copyright of the Work and all renewals of such copyright in the name of the Author in all countries of the world. The Author shall cooperate (at the Publisher's expense) with the Publisher's efforts to register and protect the copyright and renewals thereof.

The Publisher and the Author will notify one another promptly of any claim by a third party that the publication or other dissemination of the Work by the Publisher under this Agreement violates any copyright or other intellectual property right of a third party. The Author agrees that it will defend, at its own expense, any suit or proceeding brought against the Publisher or the Author or

both for the infringement of copyrights or other intellectual property rights based upon the publication or other dissemination of the Work under this Agreement. The Publisher shall cooperate with the Author's reasonable requests in any such action. At the Publisher's option, it shall have the right to participate in the defense of any such action at its own expense. During the defense of the action, the Publisher may deposit all royalties owed but not yet paid to the Author under this Agreement into an escrow account with a financial institution mutually acceptable to the Publisher and the Author, to be held and applied as provided below.

The Author shall have the right to settle any such action in its discretion at any time so long as the Author pays all monetary damages, expenses, and costs for which the Publisher would be responsible as part of such settlement which are not recoverable from the escrowed royalties. If any such action is not settled, the Author shall pay all damages and costs finally awarded against the Publisher which are not recoverable from the escrowed royalties. After final payment of all settlement amounts or judgment amounts have been made, and no other such actions remain pending, any remaining escrowed royalties shall be paid to the Author.

The Publisher and the Author will notify one another promptly of all information concerning any actual, alleged, or imminently threatened infringement by third persons of the copyrights or other intellectual property rights in the Work. In the event of a potential infringement, the Publisher or its designee shall have the right (but not the obligation) to bring an appropriate action (with the Publisher advancing all costs and expenses) against any person infringing directly or contributorily. The Author shall cooperate with the Publisher's reasonable requests in any such action. All recoveries from such actions shall be applied first to reasonably reimburse the costs and expenses incurred by the Publisher, with the balance shared twelve percent (12%) to the Author and eighty-eight percent (88%) to the Publisher. The Publisher shall have the right to settle any such action at any time, subject to the Author's prior written consent, which shall not be unreasonably withheld. If the Publisher does not pursue an appropriate action, the Author may do so on its own behalf at its own cost, subject to the apportionments contained herein.

5. PRODUCTION, PUBLICATION, AND ADVERTISEMENT: The Publisher agrees to publish the Work in printed or electronic form at its own expense within eighteen (18) months of receiving satisfactory manuscripts and disks. The Publisher shall have the right:

(a) To publish the Work in one or several volumes, and in such form, cover design, illustrations and photographs, style, size, type, and manner, including paper to be used, as it deems best suited to the sale of the Work;

(b) To publish the Work itself or through one or more subcontractors acceptable to the Publisher;

(c) To set or alter the title (in consultation with the Author) and prices at which the Work shall be sold;

(d) To determine the date of publication, the method and means of advertising, promoting, and selling the Work, and all other publishing details, including the number of copies to be printed.;

(e) To postpone the publication date in the event of delay from causes beyond its control;

(f) To publish subsequent and revised editions whenever, in its judgment, it is deemed advisable;

(g) To decide how long electronic files for printing shall be preserved, when they shall be destroyed, and when reprints shall be made.

6. ADVERTISING AND PROMOTION. Publisher shall have the right to advertise, promote, or otherwise exploit the Work, except as Author and Publisher may set forth in writing. Author acknowledges that publisher is the exclusive print, and distribution vehicle for the Work. Accordingly, the Author shall make a reasonable effort to engage in public expression to promote the sale of the Work.

7. AUTHOR'S CHANGES: The Publisher shall furnish the Author with electronic files of the Work for proofreading. The Author agrees to return such files promptly to the Publisher with corrections.

8. ROYALTIES: The Publisher shall pay royalties to the Author on each copy of the Work sold by the Publisher, less returns, the following from the sale of any and all copies sold, which refers to money actually received by Publisher from the sale of copies of the Work, net of returns, after deduction of shipping, customs, insurance, fees and commissions, currency exchange discounts, and costs of collection ("Net Receipts"):

(a) On copies produced by the Publisher in regular binding or quality paperback (except as provided below), twelve percent (12%) of the Net Receipts.

(b) On copies produced by the Publisher in print-on-demand format or any other format not stated herein this clause, six percent (6%) of the Net Receipts.

(c) No royalty shall be paid on any copies given away for review and promotion, copies given or sold to the Author, or on copies damaged (such as by fire or water or damage in shipping or transit), or on copies sold as overstock, at or below cost.

9. USE OF AUTHOR'S NAME AND LIKENESS. Publisher shall have the right to use, and to license to others to use, Author's name, image, likeness, and biographical material for advertising, promotion, and other exploitation of the Work and other rights granted under this Agreement.

10. OTHER RIGHTS: Along with the copyrights granted under this Agreement, the Publisher shall have the exclusive right to arrange, on behalf of itself and the Author, for the sale of all other rights, including serialization, syndication, translation, digest, abridgment or condensation, motion picture, dramatization, radio, television, mechanical rendition and/or recording, or any other use of the subject matter; and if these rights are sold, the net royalty earnings shall be divided equally between the Author and the Publisher (after deduction of any properly substantiated out-of-pocket expenditures incurred by the Publisher for the negotiation and preparation of the Work for dissemination through these other channels).

11. AUTHOR'S COPIES: The Publisher will furnish fifty (50) copies of the published Work, if published in printed form, to the Author without charge. Should the Author desire additional copies (not for resale to anyone who intends to resell the Work), they shall be sold to the Author at a fifty percent (50%) discount from the retail price in case lots, plus shipping charges, but on a royalty-free basis.

12. ACCOUNTING: The Publisher shall prepare semi-annual statements, beginning with the first full 6 month period following the Effective Date, accounting for all sales from the period of January 1 through June 30 of each calendar year and for all sales from the period of July 1 through December 31 of each calendar year; such statements to be mailed along with payment of all royalties due for those six-month periods, within three months after the end of each period. The Author agrees that any account, bill, or amount due of any nature that may be due the Publisher by the Author, whether under this Agreement or not, shall be chargeable against and shall be deducted from all royalties accruing to the Author under this and/or other agreements between the Author and the Publisher.

13. AUDIT RIGHTS. The Author shall have the right, upon reasonable notice and during usual business hours, but not more than once each year, to engage a certified public accountant to examine the books and records of the Publisher relating to the Work at the place where such records are regularly maintained. Any such examination shall be at the sole cost of the Author, and may not be made by any person acting on a contingent fee basis.

14. MULTIPLE AUTHORS. Whenever the term “Author” refers to more than one person, such persons will be jointly and severally responsible for all duties, obligations, and covenants under this Agreement, and shall share equally the total benefits, royalties, and other amounts described under this Agreement, unless otherwise specified in writing signed by all parties

15. TERMINATION OF PUBLICATION: If the Publisher finds that the sale of the Work, in print format, reaches a point not justifying reprinting, it shall have the right to declare the Work as out of print. By written notice to the Author’s last known address, the Publisher shall advise the Author of this declaration, and the Author shall have the right for thirty (30) days from such notice date to request copies of the electronic files, if any, of the Work and, if the Author so desires, to purchase any remaining stock, if any, of the Work at manufacturing cost plus shipping charges. If the Author fails to request the electronic files or fails to purchase any remaining stock, the Publisher may dispose of any such files, bound copies, and sheets without further liability for royalties. When the Work has been declared out of print, all publishing rights return to the Author, excluding any outstanding licenses under this Agreement.

If Publisher, in Publisher’s sole discretion, determines that further publication or dissemination of the Author’s Work is not in the best interest of the Publisher’s mission, then the Publisher may cancel this Agreement and all publishing rights shall automatically revert to the Author, subject however to any outstanding licenses under this Agreement.

16. NO EMPLOYMENT OR OTHER RELATIONSHIP. The parties acknowledge and agree that this Agreement is an arm’s length transaction between independently contracting parties, and no partnership, joint venture, trust, employer-employee relationship, or other legal relationship is created between them.

17. FORCE MAJEURE. Publisher’s obligations under this Agreement shall be extended by a period equal to any period of force majeure that prevents Publisher from performing such obligations.

18. ASSIGNMENT: This Agreement shall be in effect to the benefit of and be binding upon the Author and the Author’s heirs, administrators, and assigns, as well as the Publisher and its successors and assigns. Neither party may assign its rights or delegate its duties, either voluntary or by operation of the law, without the prior written consent of the other party

(provided, however, that the Publisher may carry out its duties through subcontractors as provided in this Agreement).

19. NOTICES: Any notice, request, demand, approval, consent, or other communication permitted or required to be given by this Agreement shall be effective only if in writing and delivered (i) personally, or (ii) by prepaid overnight delivery service, receipt acknowledged, or (iii) by fax or other electronic communications or similar conveyance, transmission confirmed, and addressed as follows, or at such address as a party may from time to time communicate to the other parties:

If to Author:

[PLEASE FILL IN YOUR CONTACT INFO HERE]

Telephone:
Facsimile:
E-mail:

If to Publisher:

St. Sebastian Orthodox Press
Attention: Legal Department
1621 W. Garvey Ave
Alhambra, CA, 91803

Email: info@sebastianpress.org
Telephone/Facsimile: +1.626.289.9061 extension 3

If delivered personally, or by fax or other electronic conveyance, the deemed date of delivery shall be the date on which the communication is dispatched. If delivered by mail or by courier, the deemed date of delivery shall be the date on which the communication is received. All communications shall bear the date on which they are dispatched or deposited in the mail.

For purposes of giving notices hereunder and for paying royalties, the Author shall be responsible to keep the Publisher informed always of any change in the Author's contact information.

20. OPTION: Author grants to Publisher the option to accept for publication the next full, book-length work written by Author on the terms herein contained unless the parties shall agree on other terms. The work shall be submitted to Publisher in outline form and Publisher shall have ninety (90) days following its receipt thereof to exercise its option by written notice to Author.

21. ENTIRE AGREEMENT. The parties acknowledge and agree that this Agreement supersedes and replaces all other communications between Author and Publisher, and represents the complete and entire agreement of Author and Publisher regarding the Work.

22. APPLICABLE LAW: This agreement shall be interpreted, construed, and governed in all respects by the laws of the State of California, without regard to conflict of laws principles.

23. **ARBITRATION:** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

IN WITNESS THEREOF, Author and Publisher have executed this Agreement as of the Effective Date;

Publisher:

Author:

St. Sebastian Orthodox Press

By: Radmila Bojovic, General Manager

By: [Author's Name]