



YOUR COMPANY NAME

Contract for Services

Date of Contract
August 23, 2018

www.YOUR WEBSITE
YOUR-EMAIL
YOUR PHONE

Total: \$550

This agreement between **AUTHOR AMAZING** (hereafter known as the Client) and **YOUR COMPANY** is for requested services by the Client concerning a (novel, picture book, etc...) entitled **VANISHED TITLE** (hereafter known as the Work) and is established when said requested services are paid in full and will be governed by the invoice(s) for those services that are paid in full.

WORK DESCRIPTION AND DELIVERY OF MS

Author: AUTHOR AMAZING

Title: VANISHED TITLE

Length: 69,000 +/- words

Delivery: MS was delivered via email to YOUR-EMAIL before 8/20/2018

THE CLIENT REQUESTS THE FOLLOWING SERVICES:

- ✓ **Paperback book formatting and publishing**
- ✓ **Cover preparation to template (CLIENT provided cover, we'll make it fit)**
- ✓ **E-Book formatting/publishing Kindle**
- ✓ **Assistance as needed to set up royalty account(s)**

NOTE TO CLIENT: Illustration, Promotion, promotional materials/design of materials, and Web design are available for additional fee. If you find you need any of these along the way, please ask. Discounts are allowed for clients already using our TAM services.

TAM PACKAGE PRICE \$550

SPECIAL ARRANGEMENT: none

PAYMENT:

1. credit/debit card by phone, call Ellen YOUR-PHONE Add 4% card fee
2. check or money order (NO FEES) --make check out to **YOUR NAME**, and mail to:

YOU MAILING ADDRESS

Signature _____

Date (MM-DD-YYYY) _____

PLEASE SAVE THIS FOR YOUR RECORDS. SIGNATURE & RETURN IS NOT REQUIRED as ALL ELECTRONIC CORRESPONDENCE SAVED PURPOSES OF CONTRACT. Some Clients prefer to sign and mail this back to TAM, which is fine, too.

WARRANTIES

The Client represents and warrants:

- that he/she is the author of the Work and is the owner of the copyright to all of its contents; that he/she has not engaged in plagiarism and that the Work, if fiction, represents no real event or person(s) that could in any way be deemed libelous and that, if nonfiction, does not misstate or omit any fact which would libel any person(s) or result in a person(s) being placed in a false or damaging light
- that the Work does not infringe the copyright, trademark or privacy of any third party
- that he/she is the owner of any trademarks and/or trade names associated with the Work
- that the Work does not constitute obscenity or hate literature and that the author has the right to enter into this Agreement.
- that the work has not been published in any format with any company or person that may still own proprietary rights to the Work, that the Work is original and that no part of the Work was taken from or based on any other literary, dramatic, music material, film or graphic arts except as identified in writing by the Client.
- that the Work does not infringe upon any copy right or proprietary right, common law, or statutory law, and does not contain any material that is libelous or constitutes a violation of privacy rights.

YOUR COMPANY will begin work on the project in 7-21 DAYS after receipt of full payment of requested services as indicated on this contract.

- YOUR COMPANY shall make no changes in, additions to, or eliminations from the manuscript without the consent of the Client, and in order to obtain such consent, the publisher shall submit the modified manuscript to the Client for approval. The Client agrees to return such proof to the publisher with corrections within thirty (30) days of the receipt thereof. However, the Client agrees to reasonable edits to allow the Work to conform to Publisher requirements, and correcting spelling and grammar errors, etc... as necessary to satisfy paid services as listed in the invoice.

THE RIGHTS TO YOUR WORK

The Client acknowledges and agrees that YOUR COMPANY acquires no right of ownership to the Work under this Agreement; that YOUR COMPANY, according to the contract is a provider of limited services only and assumes no responsibility for reviewing or correcting the content of the Work outside the responsibility of the editing services contracted for this project.

INDEMNITIES

The Client agrees to indemnify, defend and hold harmless YOUR COMPANY, its employees, shareholders, directors, partners, representatives, successors and assigns of, from any and all manner of claims, liabilities, damages, losses, expenses (including attorney's fees), awards, and judgments resulting from claims of third parties regarding ownership, libel, slander, plagiarism, privacy violations, copyright infringement, misappropriation, and similar claims arising from publication of the Work.

YOUR COMPANY may be represented in any proceeding by counsel of its choice; the Author may retain additional counsel at his or her own expense. This contract shall be governed exclusively by and construed according to the laws of the state of Alabama without giving effect conflicts of law principles.

Rights and Liability

- The Client retains all rights except for those which have been assigned the publisher for the duration of this agreement.
- The Client affirms that the work does not infringe any copyrights, does not invade right of privacy or publicity and is neither libelous nor obscene. The publisher retains liability for legal use of formatting software and for maintaining compliance with online retailers' rules and regulations regarding formatting, distribution, and payment.
- The Client shall subject the work to normal copy-editing and proofreading to ensure correctness of grammar, punctuation and spelling, and accuracy of factual information and citations. The Client undertakes to read, check and correct proofs* of the work and to return them to YOUR COMPANY within thirty (30) days of their receipt unless otherwise agreed or prevented by illness from so doing. The Client may take longer than 30 days to return the proofed manuscript to YOUR COMPANY without financial penalty, but the projected completed date will be extended and reassigned by YOUR COMPANY.
- The Client affirms copyrights or licenses for any artwork provided by the author to be used for publishing the work. The author assigns the publisher the rights to use said artwork for the publishing of the work. Copyright is maintained by the Client. YOUR COMPANY shall include a copyright notice on the Work. Copyright registration, if any, is the responsibility of the Client.
- The Client releases YOUR COMPANY, from any responsibilities relating to any legal action(s) incurred by the contents of the Work or the Client.

***MAKING CHANGES TO THE MANUSCRIPT ONCE YOU'VE TURNED IT OVER TO TAM:** During the designing and formatting process, authors often think of things they want to add and/or subtract, or edit after they've turned over the MS to us. This can seriously affect the projected End Date of the Project (if any is given) and/or the current work schedule of the formatter/editor/designers. If the Client makes changes to the MS after it **has been released** to us to begin work on, the projected End Date may be void and TAM is not responsible for delays caused by additions/changes/subtractions after release. Client may also incur additional charges accrued on a per-hour basis if their changes create "new" work for TAM designers. TAM will make Client aware of any new charges immediately, before any work is done so there are no surprises.

***PROOFING PROCESS NOTES:** Once the fully-designed and print-ready PDF is approved by Client, TAM will upload it to the printer (CreateSpace.com) for a bound proof (unless you opt out of proofing). Client may make changes under initial TAM contract on one (1) instance. (Details of how to make your changes upon request, simply ask YOUR NAME AND PHONE for assistance.) Changes to book **after** this initial proof will be charged per hour of TAM designers needed. *TAM will also teach Client how to do this him/herself if they'd like to learn and save those fees in the future.*

ENTIRE CONTRACT

This written contract contains the sole and entire Agreement between the parties and shall 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 to be enforced. By signing the following and submitting the required materials, the Client agrees to be bound by the terms and conditions of this Agreement.

If any part of this original agreement is altered by the receiver after electronic submission, the totality of the agreement will be null and void.