



MILL CITY PRESS PUBLISHING SERVICES AGREEMENT

____ I understand that Mill City Press shall design a back cover using a standard template. The back-cover design will coordinate with the front cover design but may not utilize the same colors and design elements as on the front cover. The back cover text submitted by the Author will be used for marketing purposes on our distribution partners' websites and on the online bookstore (according to the package you purchased). I understand that Mill City Press shall design one cover design for the work and Mill City Press shall design/typeset one interior for the work. Additional cover designs and work interior designs shall be produced for the author at their request, and for an additional fee. Additional Work interior reformatting will be provided to Author as a custom quote based on an hourly rate which is currently \$99.00. This rate is subject to change. I understand that the written agreement I have just reviewed contains the sole and entire agreement between me and Mill City Press and shall supersede any and all other prior agreements, whether verbal or written.

TERMS AND CONDITIONS

Author Right to Ownership

The Author promises to deliver to Mill City Press a complete and final manuscript within 365 days of establishing this agreement with Mill City Press. The Author grants to Mill City Press limited, nonexclusive rights to print the Work (all Programs), and to establish distribution for the Work. This includes the right to promote and sell the work on behalf of the author through channels such as Amazon, or others currently described in the publishing package purchased. Mill City Press acquires no right of ownership to the Work under this agreement and the Author shall own full and complete copyright of the Work.

Term and Termination

The Author may enter into another publishing agreement for this Work at any time. The Author may terminate this agreement at any time in writing, by letter (See "Notices" below). Once the manuscript is submitted, there can be no refunds. For Author-terminated submissions that include payment and agreement, but which do not include the submission of a manuscript, Mill City Press shall offer partial credits or refunds of total amount paid by the Author, based on percentage as follows:

75% credit or refund if terminated in 30 days or less (remaining 25% applied to Pre-Production Management Service); 65% credit or refund if terminated between 31 and 60 days (remaining 35% applied to Pre-Production Management Service); 50% credit or refund if terminated between 61 and 100 days (remaining 50% applied to Pre-Production Management Service). No credit or refund after 100 days.

In the event the author does not sign-off on and authorize completion of the Work, within one year of the date this agreement was received by Mill City Press, this agreement shall become null and void. Mill City Press shall notify the author in writing of such termination 30 days prior, upon which the author shall have 30 days to authorize completion of the work. After 365 days, Mill City Press shall have no further obligation to perform any publishing services.

Mill City Press Reservation

Unless such services are purchased or expressly included in the publishing package, Mill City Press conducts no formal review of the contents of any work before production. We reserve the right to terminate at any time, before or after submission of materials, or assign an alternate imprint to works at our sole discretion. Mill City Press will not publish works which we determine at our sole discretion infringe on the copyright of another. Should Mill City Press cancel this agreement on these grounds, authors may qualify to receive a partial refund of fees for work not yet completed minus \$399 Consultation/Review Fee if their work has not yet entered Production (including Editorial). There shall be no refund for works that have entered Editing, Production or have been published and found to contain material that violates the copyright of another or other material deemed to be in violation of applicable laws. In Lieu of termination, Mill City Press may at its sole discretion assign the work to an alternate imprint. Works assigned to alternate imprints will not and may not be marketed or promoted in any way under the Mill City Press name and/or logo.

Distribution

Mill City Press intends to prepare the Work for on-demand or expanded distribution within ninety (90) days of the date your book files are submitted to Mill City Press, but the Author acknowledges that the production process may exceed that time period due to circumstances beyond its control or in the event the Author makes excessive changes to the manuscript after it has been submitted. Authors should NOT schedule book signings or other special promotions until they have their printed FREE work(s) in hand.

Author Warranties

The Author guarantees he/she is the sole owner of the Work and has the full authority and right to enter into this agreement. The Author guarantees the Work is original and does not infringe upon any laws or rights, and that the Work is not libelous, plagiarized, or in any other way illegal. If any portion of the Work is fictitious, the Author guarantees it does not represent any real event or person in a way that could be deemed libelous. Mill City Press assumes no responsibility for reviewing the editorial content of the Work.

Terms of Sale

The Author is not required to purchase copies of the Work. The Author may purchase copies of the Work in any quantity. Orders must be paid for with check, money order, or credit card at the time the order is placed. The Author may not cancel or otherwise alter an order after it has been placed.

Royalties

Mill City Press shall pay the Author a royalty for each copy sold, minus print cost and returns. The royalty rate for copies sold is 100% of net receipts. Net receipts are defined as the total amount of money Mill City Press receives for sales, minus print and shipping costs and any applicable sales commissions. Authors shall receive no royalties on copies they purchase.

Royalties are paid monthly. If author's royalties do not exceed \$25 in any royalty period, Mill City Press reserves the right to hold such royalties until a minimum \$25 royalty payment has been reached.

If the author has an open payment plan for the publishing package, Mill City Press will hold royalties earned until the package is paid for in full.

Mill City Press reserves the right to deduct unpaid renewal fees or any other unpaid past due balance from author's royalty account.

Royalties are not paid to authors until a W-9 or W-8BEN is submitted to Mill City Press. Author agrees to ensure the following information is up-to-date and current: Change of Name, Mailing Address, W-9 / W-8BEN. The W-9 / W-8BEN forms are located in PDF format at www.irs.gov.

Cover Design

Mill City Press will design one (1) work cover for the Author. The designer will read from the work summary questionnaire and then design a cover they feel will best market the Work. Authors with a specific drawing, illustration, or photograph in mind should include it with manuscript submission. If possible and if considered effective in marketing the work, in the judgment of the designer, he or she will incorporate the image in the cover. Cover includes up to two (2) stock images. Fees will be incurred if the author chooses additional stock images from our service providers.

Mill City Press will work from the Author's suggestions, but does not guarantee it can perform any unusual requests that are outside of our normal cover design. The Author acknowledges that Mill City Press does not create original drawings, paintings, photographs, or illustrations. The Author will receive one (1) round of cover changes and will incur fees after this one (1) round.

Author also acknowledges that colors viewed on a computer monitor or hard copy printed from a computer printer may not reflect the actual colors on the final printed work. Further, the Author acknowledges that cover color may vary between print runs. Since work cover design for the work is submitted to print ("at press") only after author reviews and gives written or verbal indication to publish as is, under no circumstance shall Mill City Press refund, reimburse, or otherwise replace works printed with cover errors or color variance.

Text Format

Mill City Press reserves the right to determine the manner and style in which the Work will be formatted and typeset, using The Chicago Manual of Style guide. The Author acknowledges that Mill City Press does not guarantee it will perform any custom or unusual formatting requests. Since formatted text for the work is submitted to print ("at press") only after the Author reviews and approves their file (written or verbal indication to Mill City Press), under no circumstances shall Mill City Press refund, reimburse, or otherwise replace works printed with textual or formatting errors. All Work submitted is for black & white interior formatting. Color interior Work requires a custom quote.

Miscellaneous Fees

Author agrees to submit his/her manuscript in complete and final form (already edited, copyedited, and proofread). The Author acknowledges that Mill City Press may assess "change fees" for author-requested text changes after authors have submitted their manuscript in complete and final form. Changes can be made to the cover for a fee. Fees are subject to change.

Annual Renewal Fee

All authors shall pay an annual renewal fee for services where applicable on the anniversary date of the services completion. Author will be notified via email and Author Center that online payment is due. Late fees may be assessed if not paid on time. If renewal fees are not paid, Mill City Press reserves the right to terminate your agreement and services within 60 days.

Mill City Press reserves the right to deduct unpaid renewal fees or any other unpaid past due balance from author's royalty account.

Mill City Press Discretion

Mill City Press shall have the discretion to determine the retail price, production, format, and appearance of the Work. The format and appearance of the Work may vary between printings. Printing prices are subject to change.

The Author understands that despite Mill City Press's best efforts, a service or item may be mispriced. In that event, Mill City Press will, at their discretion, notify the Author of additional payment needed to fulfill this agreement or terminate this agreement.

Damage or Loss of Materials

Mill City Press shall endeavor to care for and return any hard copy of author-submitted photographs, graphics, or artwork, but is not responsible for any damage or loss. Any work submitted on a disk including but not limited to manuscripts, photographs, or artwork will be discarded once all work has been completed. Such materials shall only be returned to the author if sufficient postage and packaging material have been supplied by the Author to Mill City Press.

Notices

All notices to Mill City Press must be sent in writing (by letter) to its office at 2301 Lucien Way, Suite 415, Maitland, FL 32751, by Certified Mail (United States Postal Service).

Complete Agreement

This written Agreement 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 sought to be enforced.

Law and Venue

The parties understand this agreement is binding upon their heirs, executors, administrators, and assigns. The laws of the State of Florida shall govern this agreement, and its courts shall be the venue for any litigation.

Name _____
(Please Print)

Signature _____

Birthplace _____

Agreement Date _____