

The basics

This is a book publishing contract between the Business Agility Institute, LLC (“we” or “us”) and _____ (“you”) which governs the publication of _____ (“the work(s)"). This is a legally binding agreement, so you should read it carefully before signing.

What we can do with your book, AKA grant of rights

In exchange for publication, you grant us the worldwide, exclusive, rights to publish, sell, and profit from the work(s) in any format (e.g. print, audio, or electronic) and language.

You also grant us the right to create or devise modified, abridged, translated, or derivative works based on the work(s) listed.

You also grant us the right to allow others to publish excerpts of the work(s), without providing additional compensation to you.

All other rights, including copyright, remain with you.

How long does this contract last

Unless cancelled, this contract lasts forever.

If you believe that we have failed to uphold the terms of this contract, you must let us know in writing or by email. From that point, we have 90 days to correct all issues. If you feel that we have failed to correct such shortcomings, you have the right to cancel this contract.

Similarly, if we believe that you have failed to uphold the terms of this contract, we have the right to cancel the contract, after granting you at least 90 days from notification to correct all issues.

This contract can also be cancelled by mutual agreement.

Should this contract be cancelled by either of us, all rights granted to us shall revert to you.

What you get paid, AKA author compensation

Read this part carefully, as we like to do things differently to traditional publishers.

You grant us the right to publish the work(s) in electronic form on the Business Agility Institute website and distribute it to our members. You will receive no royalties for the work(s) accessed or downloaded by our members.

You will receive royalties totalling 80% of the net profit from each sale of the work(s) from all other channels (e.g. Amazon or Kindle store).

We will not pay you an advance against any future royalties.

You will not pay any fees to us to publish your book.

Manuscripts

You agree to deliver a completed manuscript, in MS Word format, no later than _____ (“due date”). This includes all artwork, prefaces, references, and acknowledgments.

You will provide us with written authorizations or permissions for the use of any copyrighted or proprietary material that appears in the work(s). Any fee associated with the use of this material is at your expense.

If you are unable to complete the manuscript by the due date, we will agree to a new due date with you. If you are unable to complete the manuscript by the newly agreed date, we reserve the right to cancel this contract.

Publication

We have full rights to manufacture, distribute, market, set price, and sell the completed work. The work(s) will be published within six months of delivery of the final manuscript.

We encourage you to submit ideas, images, and photos for use in book cover design. Based on these, we will create two original book cover concepts for your selection, including back cover and spine. You may choose to make one round of revision to the cover concepts.

We may edit or modify the manuscript and other materials at our discretion prior to publication. We will provide you a copy of the final version (known as page proofs) prior to publication.

You have 30 days from receiving the final version to review any modifications and either request modifications or grant approval to publish. After 30 days, we will assume approval to publish.

We will consult with you regarding how we market the work(s), but reserve the right to make final decisions. You grant us the right to use your name and likeness as we need for marketing purposes.

Copyright

We will include a copyright notice in your name on all published copies of the works in accordance with United States copyright regulations.

Accounting

Each quarter, we will provide you with a statement detailing copies sold and associated revenues, along with royalty payments in accordance with this contract. These reports and payments will be delivered to you no later than three months after the end of the quarter.

The fine print

You warrant that the work(s) are your sole intellectual property, that no other similar agreements governing these work(s) exist, and that the work(s) are not in the public domain.

You also warrant that the work(s) do not infringe on the copyrights, trademarks, or other intellectual rights of any third parties.

To the best of your knowledge, all statements of fact in the work(s) are true and based on appropriate and diligent research.

You also agree to refrain from entering into agreements with third parties that conflict with the terms of this contract.

Some more fine print

This contract represents the entire agreement between us.

This contract may not be changed except through written agreement, signed by both of us.

Should there be multiple authors of the work(s), each individual author is liable for adhering to the terms of this contract.

All notices related to this contract shall be delivered via certified mail or email.

This book publishing contract shall be considered legally binding upon both parties heirs, partners, associates, subsidiaries, successors, executors, and licensees.

This contract shall be governed by the laws of California, USA.

Any disputes related to this contract shall be resolved through binding neutral arbitration.

Acceptance

Signed By:

Name: Evan Leybourn

Title: CEO, Business Agility Institute ("us")

Address: _____

Date: _____



PUBLISHING CONTRACT

Signed By:

Name: _____ ("you")

Address:

Date: _____