



**SeaStory Press ■ 1214 Catherine St. #5 ■ Key West, Florida 33040 ■ (305) 509-2938**

## **Author Agreement with SeaStory Press**

### **PARTIES**

This is an agreement between the author ("Author") signed below, and SeaStory Press ("SeaStory" or "Publisher") principal offices at 1214 Catherine St. #5, Key West Florida 33040, for the book ("Work") listed at the end of this agreement.

### **LICENSE TO PUBLISH**

Author Grants to Publisher the non-exclusive, worldwide license to publish the Work in print, and/or in electronic format, and/or in an audio format, in the English language. The Author also grants to the Publisher the right to make the work, or a part thereof, viewable on the Publisher's website, or partner websites in order to facilitate sales of the work.

### **AUTHOR'S ROYALTIES**

Author is entitled to a 100% royalty on all sales, retail or wholesale, made by the author or his or her authorized agent, except as provided in any appended distribution agreement with SeaStory Press. Author may act as an agent of SeaStory Press in sales to resellers, and is authorized to directly collect payments. SeaStory retains the right to collect a handling fee (as provided in appended agreement) for payments made to SeaStory to be forwarded to Author. Author is responsible for collection and payment of applicable sales tax on retail sales.

### **POSSESSION OF PRINTED COPIES**

Author retains possession of printed copies of the Work, except as provided in any appended distribution, or storage and fulfillment agreement with SeaStory Press.

### **WARRANTIES**

The Author represents and warrants that he or she is the sole author of the Work and is the owner of the copyright to all of its contents; that he or she has not engaged in plagiarism with respect to the Work; that the Work is accurate in all respects, i.e., that if fiction, it represents no real event or person in a way that could be deemed libelous; that if non-fiction, it does not misstate any material fact or omit to state any material fact, the result of which would libel any person or result in a person being placed in a false or damaging light; and that the Work does not infringe upon any statutory or common law right of copyright or privacy of any third party; that he or she is 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.

### **RIGHTS**

The Author retains copyright to the Work and no part of this Agreement diminishes the Author's rights to this work. The Author acknowledges and agrees that SeaStory acquires no right of ownership to the Work under this Agreement; that SeaStory is a provider of limited services only (including, but not limited to, book design, printing, and assignment of ISBN) and assumes no responsibility for reviewing or correcting the content of the Work except as agreed in written estimate for services accepted by Author. Publisher retains the ownership of the specific electronic document consisting of pre-press preparation of the book, for purposes of second or later printing. Publisher retains the right to contract later printing of books that bear the original ISBN by reason of being unchanged from the first printing. Author has the right to reissue a revised Work under a new ISBN.

## **INDEMNITIES**

The Author agrees to indemnify SeaStory and its employees, shareholders, directors, representatives, successors and assigns of and from all and any manner of claims, liabilities, damages, expenses (including reasonable attorney's fees), awards, and judgments resulting from claims of (i) third parties regarding ownership, libel, slander, plagiarism, privacy, misappropriation, and similar claims arising from publication of the Work; (ii) Author's breach of any warranty in this Agreement. SeaStory agrees to notify the Author promptly of any claim for indemnity under this Agreement. SeaStory may be represented in any proceeding by counsel of its choice; the Author may retain additional counsel at his or her own expense. Any settlement agreement between SeaStory and a third party regarding a claim covered by the indemnity provisions of this Agreement shall be subject to approval of the Author, which approval shall not be unreasonably withheld.

## **TERM AND EXCLUSIVITY**

This Agreement is nonexclusive (the Author can enter into other publishing agreements), and either party has the option to terminate the Agreement at any time, with or without cause. If the Agreement is terminated by the author before production has started, any deposit paid for production or printing will be refunded in full (or applied against any outstanding amounts in the Author's account), and Author's materials will be returned. If the Agreement is terminated by SeaStory at any time, deposit will be refunded in full (or applied against any outstanding amounts in the Author's account). If the agreement is terminated by the Author after production has started, deposit or a portion thereof may be applied to costs incurred by SeaStory, including but not limited to hours spent in design and layout. If the agreement is terminated by SeaStory due to a breach by Author of this Agreement, no fees shall be refunded. Upon cancellation, all rights revert to Author.

## **NOTICES**

All notices to SeaStory must be sent in writing to its office at 1214 Catherine St. #5, Key West, Florida 33040. All notices to the Author shall be in writing to the address specified by the Author.

## **COMPLETE AGREEMENT**

This written Contract contains the sole and entire Agreement between the parties and shall supercede 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 Florida shall govern this Agreement. Nothing in this Agreement shall be deemed to deprive a party of the right to equitable relief in a court of competent jurisdiction respecting rights to its intellectual property or use thereof under this Agreement. Any proceeding under this paragraph shall be brought in the federal or state courts in Florida. A judgment may be entered in a court of competent jurisdiction based on any award rendered in arbitration or other proceeding conducted by the parties pursuant to this paragraph.

Agreed this day: \_\_\_\_\_

Publisher's Signature: \_\_\_\_\_  
Vicki G. Boguszewski, SeaStory Press

Author's Signature: \_\_\_\_\_

Author's Name (please Print): \_\_\_\_\_

Author's Mailing Address: \_\_\_\_\_

Title of Work: \_\_\_\_\_

ISBN: \_\_\_\_\_