

# McFarland & Company, Inc.

## Publishers

Box 611, Jefferson, North Carolina 28640 Tel. 336-246-4460 [www.mcfarlandpub.com](http://www.mcfarlandpub.com)

The Author

**SAMPLE ONLY**

The Manuscript

(1) Agreement between the person(s) listed as Author above, hereinafter termed the Author, and McFarland & Company, Inc., Publishers, hereinafter termed the Publisher, relative to the written work entered as Manuscript above and hereinafter termed the Manuscript, which has been delivered.

(2) Provided a satisfactory Manuscript is delivered by this deadline, the Publisher agrees to publish the Manuscript under the following conditions:

(3) In return for royalties specified below to be paid to the Author by the Publisher, the Author hereby transfers the Author's literary property in the Manuscript to the Publisher and agrees to the publication and sale of the Manuscript in any form, including print, electronic or other medium or as a part of a computerized database. The Publisher shall obtain the copyright in the name of the Author, who shall hold it for the benefit of the publisher.

(4) The Author represents and warrants to the Publisher that the Manuscript is original and does not infringe upon any statutory copyright or upon any common law right, proprietary right, or any other right whatsoever; that the Manuscript contains no matter which is scandalous, obscene, libelous, in violation of any right or privacy, or otherwise contrary to law; that the Author is the sole and exclusive owner of the rights herein conveyed to the Publisher; and that the Author has full power to enter into this agreement and to make the grants herein contained. The Author shall indemnify the Publisher for, and hold it harmless from, any loss, expense (including attorney's fees) or damage occasioned by any claim, demand, suit or recovery arising out of any breach of any of the foregoing warranties.

The Publisher shall have the right to extend the Author's representations and warranties contained herein to third parties (such as purchasers of subsidiary rights granted to the Publisher herein) and the Author shall be liable thereon to the same extent as if such representations and warranties were originally made to such third parties. The warranties and indemnities as stated herein shall survive in the event this agreement is terminated.

(5) Any and all permissions required for reproducing copyrighted or otherwise controlled material in the Manuscript shall be obtained and paid for by the Author and the Manuscript shall not be deemed satisfactory until copies of all such permissions are received by the Publisher.

(6) The Author agrees to proofread and return all proofs of the Manuscript promptly and to prepare any required indexes. It is agreed that Author changes (not including correction of Publisher's errors) on more than 25 pages of the proofs shall be charged against royalties payable to the Author.

(7) The Publisher agrees to pay the Author the following royalty: for each print edition of the Manuscript, 8 percent of the net receipts (gross less refunds to customers) from the first five hundred copies sold and 10 percent of the net receipts from all copies sold thereafter; from electronic publishing, 10 percent of net receipts from the first one thousand copies sold and 25 percent thereafter. In all cases subsidiary rights sales as described in paragraph (9) below are to be excepted.

~~(8) Royalties shall be divided between/among coauthors (represented above as the Author) as follows:~~

(9) It is agreed that any authorized publication by any entity other than the Publisher of all or part of the Manuscript in any form or in any language, in print, film, electronic or any other medium, shall be under a subsidiary right. Any and all income from the sale or licensing of any subsidiary rights in the Manuscript shall be divided equally between the Author and the Publisher. The Publisher shall have the exclusive right to undertake such sales or licenses.

(10) Royalty accounting and the issuance of royalty payments shall be done once per year by the Publisher before March 1.

(11) The Publisher shall provide the Author with 10 free copies of the first print edition of the published Manuscript. Further copies shall be for sale to the Author, while the published Manuscript remains in print, at list price less a 40 percent discount.

(12) The Publisher shall assume all costs of production and marketing. The Publisher shall be responsible for the format, appearance and means of production or display or presentation, and these shall not be subject to review by the Author.

Signed: The Publisher \_\_\_\_\_ **SAMPLE ONLY** \_\_\_\_\_

The Author \_\_\_\_\_  
Date \_\_\_\_\_

U.S. Social Security Number \_\_\_\_\_ Citizenship \_\_\_\_\_

\_\_\_\_\_  
Print your legal name as it appears on tax forms