

LEAP OF FAITH PUBLISHING LLC

PUBLISHING AGREEMENT

This AGREEMENT (the "Agreement"), dated _____, is entered into between **Leap of Faith Publishing LLC** (hereafter referred to as the "Publisher") whose address is P.O. Box 957705, Duluth, GA 30095, and _____ (the "Author"), whose address is _____ regarding the work tentatively entitled. (the "Work").

The Parties hereby agree as follows:

1. GRANT OF RIGHTS

A. The Author hereby grants to the Publisher the exclusive right to reproduce, publish, market, adapt, sell, and license third parties to publish, adapt and sell said Work in any language, for a five year period from the date of release.

B. The rights granted to Publisher by Author shall include without limitation the exclusive Authorization to exercise or license to others the right to use and adapt the Work, or any portion of the Work for display, performance, or dramatization in all other forms and media, including but not limited to adaptation to audio recording, radio, recorded readings, motion picture, television, stage, drama, video tape, audio book, Braille and large type, as well as photographic reprints, visual projections, or supplemental products of the book such as charts, forms, and art that are reproduced for sale, software, electronic media, e-books, Internet, interactive or multimedia versions, other screen-display technologies, as well as verbatim text-only electronic editions, all other mechanical reproduction and transcription (including print-on-demand versions), all versions in any and all media and all technologies now existing or which may in the future come into existence, as well as to use the title and characters of the Work as the basis for trademarks or trade names for other products or in connection with merchandise in all forms, (collectively, the "Media Rights") and the right to publish and distribute such adaptation throughout the world, in any language, in any medium, and in any media now known or hereafter devised.

C. The Publisher will provide editorial services, the cover art, an electronic Author copy of the finished book, and two (2) print copies should the book go to print. Author will be asked to provide suggestions for cover art. Publisher will give credit in the published Work to the cover artist. Publisher has final approval of any cover artwork. ISBN's will only be provided for printed books. ISBN's will be obtained under the name of Leap of Faith Publishing LLC.

D. The Author shall in no way infringe upon this exclusive right of the Publisher by authorizing other parties to utilize any portion of the Work in any form. Publisher's right to use and adapt the Work shall include the right to prepare derivatives of the Work in above referred media and mediums and, in the process of preparing such derivatives, the right to modify, rearrange, or transpose the Work and combine the Work with other works. The Publisher reserves the right to contact distributors, bookstores, vendors, organizations and ebook outlets to sell the work in association with Leap of Faith Publishing LLC.

E. The Publisher shall have the right to use the Author's actual or legal name, or any pseudonym which the Author may use or has used or by which the Author may hereafter be known, irrespective of the name under which the Author may enter into this Agreement.

F. The Author hereby grants to the Publisher the full right and a royalty-free, non-revocable license to use the Author's actual or legal name or pseudonym as provided hereunder and the Author's

likeness and biographical information in a reasonable manner for all purposes of this Agreement including, without limitation, to advertise and promote the sale of the Work.

G. The Publisher may authorize a licensee or a sublicensee to use the Author's name or pseudonym and likeness in connection with the promotion of any licensed or sublicensed rights, provided the licensee or sublicensee specifically agrees (i) that it will take all necessary steps to protect the copyright in the Work, and (ii) that the Author's name or likeness will not be used to promote or sell any commercial product or service except that a licensee or sublicensee shall be entitled to use such name or likeness on the front and back cover of paperback editions of the Work sold by such licensee or sublicensee to commercial firms for use or resale by them in connection with the promotion of their own products.

2. ROYALTIES

A. Publisher shall pay Author royalties based upon net retail sales to the public. The Publisher will set the retail price of the work, based upon length, comparable works, and format. The Publisher retains the right to raise or lower the price as needed to stimulate sales. On all printed copies sold by the Publisher through normal trade channels, ten percent (10%) of the net sales as reported by the Publisher and distributors on the printed copies of the Work. On all electronic and digital copies sold by the Publisher through the Leap of Faith Publishing website forty percent (40%) of net sales as reported by the Publisher on the copies of the Work. On all digital and electronic copies sold by third party distributors twenty five percent (25%) net sales as reported by the third party distributors on the copies of the Work.

B. At the termination of this Agreement, the Publisher has the option to renew this contract with the Author at a payment rate of 40% of net sales on electronic and digital books sold through the Leap of Faith Publishing website; 25% of net sales on electronic and digital books sold through third party distributors; and 10% of net sales for printed editions.

C. In the event that the Work is adapted into a motion picture or made-for-television movie Author hereby grants Publisher thirty percent (30%) of net royalties from the adaptation.

D. The Author shall provide in writing Author's correct Taxpayer Identification Number (Social Security Number or Federal Taxpayer Identification Number). Royalties shall be paid quarterly beginning from the date of release. No advances are made on royalties where the payment for sales has not been received by the Publisher. All payments will be transacted through PayPal unless prior arrangements are made. The Publisher reserves the right to establish a different royalty schedule for foreign sales, which shall be negotiated on a case by case basis depending on marketability of title.

E. Net sales are defined as the total dollar amount that is actually received by the Publisher from the wholesale or retail sale of the Work less the total dollar amount of any returns of the Work. Wholesale amounts vary with each wholesaler/distributor. Net sales directly from Publisher are based on retail price or discounted sale price.

F. Author shall not receive royalties on copies of the Work given away or sold at or below manufacturing cost. Author will receive no royalties on copies of Work purchased by the Author at Author's discount.

3. COPYRIGHT

A. Upon first publication of the Work, the Author shall duly register the Work for copyright in the United States of America under the Universal Copyright Convention. Publisher shall insert the requisite copyright notice in all copies of the Work that are distributed to the public. The Author agrees

to execute such documents, which in the opinion of Publisher are or may become necessary for this purpose.

B. Author shall grant Publisher exclusively all of the rights necessary for the Publisher to fully exploit the work, notwithstanding Author's right of copyright.

C. The Author Authorizes the Publisher at the cost and expense of the Publisher to make the Author a co-plaintiff with Publisher in any litigation against a third party for infringement of the copyright on the Work, but the Publisher shall not be liable to the Author for its failure to take such action. If the Publisher shall fail to take timely action then the Author may do so in his/her own name and at his/her own cost and expense. Any recovery from such litigation shall be applied first to reimburse such cost and expense in connection therewith, and the balance shall be divided equally between the Author and the Publisher, but only if the Publisher participates in the defense.

4. EDITING AND PROOFREADING

A. The Publisher shall have the right of final approval of Author's manuscript. Publisher shall assign an editor to coordinate with Author in making edits and revisions. The Author will be notified prior to any and all substantial changes. In the event that Author breaches this Agreement after expenses have been extended for editing, a fee shall be charged to the Author to cover costs of staff and artists for work already performed. This fee shall be at a minimum of \$50.00 to a maximum of \$1000.00 to be determined by the time spent on preparing the work for publication and money recovered from sales of the work. This fee must be paid before any books will be removed from distribution. Publisher may make all corrections of typographical or grammatical errors without Author's consent.

B. The Publisher shall submit, where time permits, page proofs of the Work to the Author. Unless other arrangements are agreed to by both parties, the Author shall correct and return the proofs to the Publisher within _____ days of receipt thereof.

C. The Publisher shall have sole discretion to make deletions, revisions or additions to the Work or any edition provided the Author shall be entitled to review and comment on any such deletions, revisions or additions.

5. DELIVERY AND ACCEPTANCE OF THE WORK

A. On or before _____, the Author shall deliver to the Publisher via email one (1) electronic copy of the complete Work in final form in double-spaced typing only in satisfactory order for printing.

B. If the Author fails to deliver any of the related materials or the related materials are not satisfactory to the Publisher in form or content, the Publisher may obtain, create, or revise the missing or unsatisfactory materials and charge the reasonable cost of doing so to the Author. If retyping or reformatting the manuscript is necessary to make it ready for press, the Publisher may have it retyped and charge the cost to the Author. If the Author fails to deliver said manuscript to the Publisher within _____ days after said date or delivers the manuscript but otherwise breaches this Agreement, the Publisher may, at its option, terminate this Agreement by notice in writing and recover from the Author all monies which it may have advanced to the Author upon the work. If the Publisher (in its sole discretion and opinion) deems the manuscript unacceptable or unsatisfactory in form or content, the Publisher may reject it by written notice within thirty (30) days of delivery.

6. REJECTION OF WORK AND TERMINATION OF AGREEMENT

In the event the Author does not provide the Work or the Work is not acceptable to the Publisher, the Publisher may exercise the option of terminating this Agreement, provided that if the Agreement is terminated the Author shall refund within ____ days any money paid by the Publisher as a cash advance against royalties.

7. TERMINATION UPON BANKRUPTCY AND LIQUIDATION

If (a) a petition in bankruptcy is filed by the Publisher, or (b) a petition in bankruptcy is filed against the Publisher and such petition is finally sustained, or (c) the Publisher makes an assignment for the benefit of creditors, or (d) the Publisher liquidates its business for any cause whatever (but expressly excepting from each of the foregoing provisions any reorganization proceeding by or against the Publisher under the United States Bankruptcy Act or any similar state statute) then, the Author may:

(1) revoke the Publisher's right to publish the Work if it has not then been published;

(2) require that the Publisher cease further publication of the Work but if the Work has been published then the Trustee, Receiver or Assignee shall be permitted to sell those copies of the Work already printed or actually in the process of being printed;

(3) revoke such other rights granted to the Publisher under this Agreement which have not then been exercised or otherwise disposed of by the Publisher;

(4) and thereupon the rights granted by the Author hereunder shall revert to the Author together with any existing property originally furnished to the Publisher by the Author or at the Author's expense but subject to any contract, sale, license or other disposition of any rights, uses or property in the Work which the Publisher has made or granted prior thereto.

8. REPRESENTATIONS AND WARRANTIES

A. Author warrants and represents to the Publisher as follows (i) that this Work is original with Author and does not infringe upon any existing common law or statutory copyright or upon any common law right, proprietary right, civil right, or any other right whatsoever, and that no part thereof was taken from or based on any other literary, dramatic or musical material, or any motion picture, (ii) that Author is sole Author and proprietor of said Work, or has been assigned the rights delineated above, with full power and right to enter into this Agreement and to grant the rights hereby conveyed to the Publisher; (iii) that said Work contains no matter that is unlawful in its content, libelous, scandalous, obscene or violates any rights of privacy or of publicity or is otherwise contrary to law; and statements in the Work asserted as facts are true or based upon reasonable research for accuracy; (iv) that the Work contains no matter nor does it violate the rights of any third party; (v) that the Work is not in the public domain, has not been produced in any other format, and has not heretofore been published in any form; (vi) that Author has not heretofore and will not hereafter during the term of this Agreement assign, pledge or otherwise enter into any agreement or understanding which would conflict with the rights herein granted the Publisher or impair the good enjoyment of the Work; (vii) that the title of the Work may be legally used by the Publisher in the exercise of all or any of the rights herein conveyed; and (viii) that Author has the full power to enter into this Agreement and to make the grants herein contained and that the representations and warranties of the Author contained in this Agreement are true at the date of signing and shall be true upon the date of publication of the Work, and thereafter, and the Publisher may rely upon them in dealings with any third party relating to the Publisher's rights under this Agreement.

B. If the Work has been previously published in any form, Author warrants that the rights granted herein have reverted to the Author. As an addendum to this Agreement, Author shall present some written memorandum documenting the reversion of the rights granted by any publishing

company that may have held rights to the Work. If a judgment is obtained against Publisher for usurping rights still controlled by another Publisher or other entity than Publisher or Author, the Author agrees to hold Publisher harmless and to indemnify Publisher for reasonable damages and costs. If Publisher prevails against a suing party or resolves the matter by out-of-court settlement, Author will be liable to indemnify Publisher for defense and settlement costs if Author's warrantees are found to be invalid.

(i) If Author shall breach this warranty, the Publisher shall be entitled to injunctive relief in addition to all other remedies which may be available to it. Author further agrees that Author will hold the Publisher, its distributors, and any retailer harmless against any recovery or penalty finally sustained arising out of Author breach of this warranty, and in this event Author will reimburse the Publisher for all court costs and legal fees incurred. Any out of court settlement of any suit filed jointly against the Author and the Publisher shall be made only by mutual agreement in writing between same.

9. INDEMNIFICATION

A. The Author agrees to hold harmless and indemnify the Publisher against any claim, demand, action, suit or proceeding, recovery or expense of any nature whatsoever arising from any claims or infringement of copyright or proprietary right, or claims of libel, obscenity, unlawfulness or invasion of privacy or based upon or arising out of any matter or thing contained in the Work; or any breach of warranties or representations herein contained.

B. The Publisher shall promptly notify the Author of any claim, demand, action, suit or proceeding which may relate to the warranties or representations of the Author under this Agreement, and the Author shall indemnify the Publisher against all reasonable expenses in connection with such defense and shall comply with and pay any judgment, decree or fine, penalty or settlement made in relation thereto. The Publisher shall have the right to extend the benefit of the Author's representations and warranties to its distributors, vendors, licensees and the Author shall be liable thereon to such distributors, vendors and licensees, to the same extent as if such representations and warranties had been originally made to them. The Publisher shall have the right for itself, its distributors, vendor, licensees and on the behalf to the Author to effect any settlement of such claim, demand, action, suit or proceeding which, in the opinion of the Publisher's counsel, shall be reasonable and proper in the circumstances.

C. These warranties, representations and indemnities described in paragraphs 8 and 9 shall survive the termination of this Agreement.

10. ASSIGNMENT

A. The Author may not assign Author's rights or obligations under this Agreement without the prior written consent of the Publisher.

B. The Publisher may assign all or any of its rights or obligations hereunder without restriction.

11. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, agreements or arrangements whether oral or written. This Agreement may not be modified, altered, amended, extended, or terminated except by written instrument signed by both of the parties.

12. SURVIVABILITY OF THE AGREEMENT

In the event one or more of the provisions of this Agreement is deemed to be invalid, illegal, or unenforceable in any respect under applicable law, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be impaired thereby.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties hereby consent to the jurisdiction and venue of the courts of the State of Georgia for all disputes arising under this Agreement.

14. DISPUTE RESOLUTION

The parties have agreed that except as specifically provided herein they shall submit any and all disputes arising in any way under this Agreement to the American Arbitration Association for final disposition in accordance with its rules, provided that the Arbitrator shall have no Authority to award punitive damages pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The parties agree to be bound by any decision issued as a result of arbitration and that any award issued pursuant to such decision may be enforced by any court of competent jurisdiction. The place of arbitration shall be Atlanta, Georgia.

14. NOTICES

All notices, demands or other communications given in connection with this Agreement shall be in writing and shall be delivered personally or sent by either Federal Express or certified or registered mail, return receipt requested, and shall be deemed received when delivered by mail, personal delivery to the address provided herein, or such other address as either party shall specify by notice given to the other party in writing pursuant hereto. Both Publisher and Author shall notify the other party of all changes of mailing address, telephone, and e-mail address.

15. CONFIDENTIALITY

It is the intention of the Author and Publisher not to divulge any of the financial terms of this Agreement unless both parties shall mutually agree to do so.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above. If either Author or Publisher have electronic signature capabilities and both agree to accept an electronic signature as valid, that electronic signature will be considered of identical weight to a handwritten signature.

Signed:

AUTHOR:

_____ Date_____

Print Name

_____ Pseudonym (if applicable)

P.O. _____ Box _____ 1386

Address _____

City, State, Postal Code, Country _____

Daytime telephone number _____

Evening telephone number _____

Email address(s): _____

PUBLISHER:

Patricia Richardson, CEO

Date: _____

Leap of Faith Publishing, LLC
P.O. Box 957705
Duluth, GA 30095
lofcustomerservice@gmail.com 