

Holy Fire Publishing



Publishing Agreement

This Agreement is between Holy Fire Publishing and author listed on the online submission for the book listed. Said parties entered into this Agreement on the date of submission; whereas, the author who wishes to publish the work, grants Holy Fire Publishing the non-exclusive right to advertise, take orders for, print on demand, and sell and ship the work; and grants Holy Fire Publishing the right to distribute the work, and collect all monies for books sold by Holy Fire Publishing. Holy Fire Publishing agrees to submit an online statement and pay royalties on a 90-day basis.

Holy Fire Publishing will (upon receipt of a signed Agreement, acceptable files, and payment):

- 1) Assign an ISBN to the book and submit the title to the Books in Print database for all publishing plans except the basic plan.
- 2) Create a bar-code for the back cover (necessary for bookstore-related sales) and set up title with our printers and distributors.
- 3) Submit information about the book to Third-Party booksellers such as Amazon.com, but will not be responsible for how these parties handle this info.
- 4) Design a standard cover or custom cover depending on package purchased. Holy Fire Publishing will submit a digital proof of the book cover for author approval. The author will have up to 3 free cover alterations. If additional cover alterations are requested by the author before the book goes to print, there will be an additional cost per cover alteration. A cover alteration is defined as a change, or set of changes, that the author requests to be applied to the cover. Once the graphic designer begins working on a change, or a set of changes, any additional requests to change the cover will be considered a separate alteration.
- 5) Pay the author royalties based on the price selected by the author. The royalties apply for distributed sales, not author orders. Royalties will be calculated by the retail price minus the distributor discount and author price.
- 6) Give the author a discount on retail price.
- 7) If editing services are requested by the author, Holy Fire Publishing will edit the book in accordance with the purchased editing service as described in Appendix A. Holy Fire Publishing will do their best to identify and correct errors and improve the quality of the manuscript to conform to professional publishing standards. Once Holy Fire Publishing has finished editing the manuscript, the author will be provided a digital proof of the edited manuscript for their approval. Once the author approves the digital proof for quality, Holy Fire Publishing will not be held responsible for errors or changes to the manuscript or book. If the author changes the manuscript or book after they have provided approval, all applicable fees will be charged.

- 8) Not be held responsible for errors in the book including, but not limited to, spelling errors, grammar, punctuation, style of work, page numbering, corrupted files, computer formatting errors, missing fonts, etc. and will issue a digital proof to the author for approval.
- 9) Reserve the right to reject any work for any reason, at any time. Should Publisher cancel this agreement, authors may qualify to receive a refund of submission fees less \$50 and expenses incurred. If editing services have been requested by the author, and the editing process has been completed, there will be no refund for the editing services.
- 10) Reserve the right to market the work, using methods it deems appropriate and have the right to market and distribute the book worldwide.
- 11) Keep a running account of royalties due to the author available to view on author log on page.
- 12) Mail a royalty check to the author every 90 days when royalties exceed \$20. All returned books will be deducted from future royalties.
- 13) Endeavour to care for and return submitted photos and artwork with returned self-addressed envelope provided by author, but will not return submitted CD disks, floppy and zip disks; and is not responsible for loss or damage of any submitted material.
- 14) HFP does not guarantee book sales because we cannot determine how popular your book will be or how many people will want to buy it. HFP will notify our distributors and retailers of your title and work, but the individual distributors and retailers have the right to not distribute or sell any title. Therefore we do not guarantee your book will be distributed by a specific distributor or sold at a specific retail outlet.
- 15) Issue a Form-1099 as required by the Internal Revenue Service only for royalties exceeding US\$699 in any year.
- 16) Not be responsible for, but will make every attempt, to forward author's correspondence not originating from Holy Fire Publishing.

The Author:

- 1) Will pay Holy Fire Publishing a one-time base setup fee for the package chosen and any other options chosen by the author.
- 2) If the author chooses to pay for Holy Fire Publishing services in the form of multiple payments, the author may do so in accordance with payment plan terms as defined in Appendix B.
- 3) Will pay the annual digital catalog fee of \$19.99 upon billing. The first catalog fee is included in the setup cost. If digital catalog fee is past due, any and all royalties will be applied to cover the \$19.99 digital catalog fee. If there are not enough royalties to cover the digital catalog fee, the book will be pulled from distribution and there will be a \$149 fee to reinstate the book.
- 4) Maintains that he or she is the sole author of work and owner of the copyright and all of the contents of the work and has full power to enter into this Agreement; that he or she has not engaged in plagiarism with respect to the work; and that the author, if submitting work that is to include any content that does not originate from the author or to which the author does not own the copyright to, has obtained the copyright owner's written permission to use any such material and will provide Holy Fire Publishing with a copy of all written permissions for use at the time of submission to Holy Fire Publishing, and that all such uses will be so noted in the work.

- 5) Guarantees Holy Fire Publishing that the work is accurate, is not in violation of anyone's privacy, is not injurious, obscene, libelous, slanderous, or otherwise a violation or infringement of any federal, state, or local law, statute, or code, and further agrees to hold Holy Fire Publishing, its employees, directors, shareholders, representatives, heirs and assigns, harmless for any damages resulting from any litigation resulting from publication of the work.
- 6) Agrees that Holy Fire Publishing shall not in any way acquire ownership of the work and that the author is free to pursue any and all publishing ventures, and is providing Holy Fire Publishing with the right to provide services limited to the world-wide distribution of the book, advertising, sales, and printing of the work and that Holy Fire Publishing assumes no responsibility for editing, misspelling, rewriting, page-numbering, indexing, reviewing, or any other errors in the work. Author is free to market and advertise the book. The only advertising HFP will provide is what is purchased by the author.
- 7) Will provide a complete, fully edited manuscript to Holy Fire Publishing for conversion to print format. Should the author want any text or grammatical changes to the manuscript after submission to Holy Fire Publishing, there will be a \$30 fee for reprocessing the manuscript. If editing services have been requested, the fee will only apply should the author want any text or grammatical changes once the author approves the manuscript for formatting.
- 8) Understands that Holy Fire Publishing will take the author's digital book file and do its best to fix any obvious problems that are the result of the file being transferred from the author's computer to Holy Fire Publishing's computers before sending the author their first digital proof; and any changes that are made to the book after digital proof approval will be made solely at the author's request and expense at a rate of \$250 for revision to interior text plus \$350 for revision to the cover. If the interior revision changes the page count the cover will have to be revised for size as well. If the author changes retail price or distributor discount after book has gone to print, there will be a \$100 charge per change.
- 9) Reserves the right to terminate this Publishing Agreement for any reason, at any time, providing that a 60-day notice is communicated in writing to Holy Fire Publishing. If contract is terminated prior to publication the author agrees to refund schedule below: Refund amount depends on when we receive the request in writing to cancel your book. At time of cancellation notice, Amount of refund before any work has been done = Full refund less \$50 and Credit Card transaction fees. After a publishing specialist has started work but not yet provided your first interior book proof, Full refund less \$100 and Credit Card transaction fees. After a publishing specialist has provided your first interior book proof, Full refund less \$250 and Credit Card transaction fees. After a graphic artist has started work but not yet provided your first cover proof, Full refund less \$250 and Credit Card transaction fees. After a publishing specialist has provided your first cover proof, Full refund less \$500 and Credit Card transaction fees. After both interior and cover proof completed but not yet submitted to printer/distributor, Full refund less \$750 and Credit Card transaction fees. After both interior and cover proof completed and submitted to printer/distributor, No Refund.
- 10) The author reserves the right to terminate this Publishing Agreement for any reason, at any time, providing that a 60-day notice is communicated in writing to Holy Fire Publishing. If the contract is terminated before the editing process has been started, then a full refund will be due to the author less \$50 and credit card transaction fees. If the contract is terminated after the editing process has been started, then there will be no refund.

- 11) 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 Holy Fire Publishing, this agreement shall become null and void. Holy Fire Publishing 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, Holy Fire Publishing shall have no further obligation to perform any publishing services.
- 12) Will provide a Social Security Number as required by the Internal Revenue Service, so that Holy Fire Publishing could issue a Form-1099 if necessary.
- 13) The Author agrees to fully indemnify, defend and hold harmless Publisher, its employees, owners, and/or its affiliates against all manner of claims, losses, damages, judgments, settlements, or expenses (including attorney's fees) it sustains in connection with any breach or alleged breach of the representations set forth in this agreement, or in connection with claims by any third party regarding ownership, libel, slander, plagiarism, or privacy. Publisher reserves the right to cancel this agreement if breached by the author.
- 14) Author will keep HFP up-to-date with their email address, address and phone number.
- 15) Your signature below ratifies all the terms and conditions of this Agreement.

General Provisions:

All monetary transactions will be in US dollars only. This written Agreement contains all and is the only Agreement, and supersedes any other agreement, oral, written, or otherwise construed as a prior agreement between the author and Holy Fire Publishing. This Agreement cannot be appended, changed, modified, or word or words added or deleted except by the mutual written agreement of the author and Holy Fire Publishing; and further, is binding upon the heirs, executors, administrators, and assigns of the author and Holy Fire Publishing.

Author's Full Legal name: _____

Author's Pen Name: _____

Title of Book: _____

Author's Address: _____

Author's Email Address: _____

Author's Phone Number: _____

Date Signed: _____

Author's Signature: _____

Appendix A:

Editorial Services:

Each of the editorial services listed below includes 1 free resubmission if needed. Extra charges may be required for any extra submissions. Pricing for our editorial services are based on the word count of the submitted manuscript.

Line Editing (or “Light Editing”):

The basic level of copyediting, where one reads a manuscript or document to find typos, grammatical errors, problems with syntax, alignment problems (e.g., with bulleted lists, numbered lists, indented material, figures and tables, etc.), heading-style inconsistencies, and specific publication guideline differences.

Substantive Editing (in addition to “Light Editing”; or “Heavy Editing”):

Suggesting rewrites, reordering content, doing research for photos or Websites, and/or adding a glossary. It may also include checking the validity and labeling of charts, tables, and photos; checking on answers for questions; ensuring companion or ancillary books are referenced correctly. This “Heavy Editing” will also include editing for ESL (American English as a Second Language) authors, or those who need special accommodations (e.g., nearly blind authors may use software to translate their speech into writing). If a specific author needs “editing down” (to cut words to fit a tight space, say in a text box), that would also fall into “Heavy Editing.”

Appendix B:

Payment Plan Terms:

- A. Holy Fire Publishing offers payments plans for all publishing packages as follows:
 - \$500 non refundable down payment, then the advertised monthly price over 6 months.
- B. Additional Services Purchased at Time of Publishing Package

Any additional services not included as part of the selected publishing package and purchased at the same time will be collectively added to the customer's monthly payment as set forth in Section A above.

1. Commencement of Services Purchased Via Payment Plan

A. Publishing Package Services upon the initial down payment by Customer, Holy Fire Publishing will commence the services set forth in the Publishing Agreement for the specific publishing package. However the book will not be made available for distribution until final payment is received. Customer shall be invoiced on the first of the month, but no sooner than thirty (30) days following down payment. For example, if Customer places down payment on May 5, he/she will be invoiced on July 1. For first and all subsequent invoices, payment shall be due by the fifteenth of the month in which invoice is generated. If Customer fails to make payment by invoice due date, the publishing process and all related services will be halted and Customer's account will be suspended until payment is made. Such interruption of the publishing process shall reset all time frames for services that are ongoing at the time of nonpayment. Once Customer's account is current, work can resume, however services that were in process will have their deadlines reset. Customer acknowledges that account suspension may result in unforeseen delays to the publishing process and timeline depending on length of suspension. If Customer fails to make payment and account suspension occurs, Customer shall be subject to a \$25 account reinstatement fee. Customer shall be required to pay the \$25 account reinstatement fee in addition to any overdue invoices in order to resume the publishing process. Further, the publishing process shall not restart until all outstanding monthly payments have been made. For example, if Customer has missed two monthly payments, both will need to be paid in order for Customer's account to be current. Customer acknowledges that he/she will not be entitled to a refund of any kind so long as Holy Fire Publishing is willing to provide the publishing and related services.

B. Additional Services Paid as Part of Payment Plan

Any additional service must be paid in full prior to the commencement of that particular service. Using the example from Section 1(B) above, if eBook formatting was ready to be commenced, but Customer still owed \$349 toward that service, that \$349 would need to be paid in full prior to commencement of the service regardless of number of months remaining on the payment plan.

2. Refund Schedule for Cancelled Publishing Packages

The refund schedule below is only for the base price of any of the publishing packages and not for any other service. Refund amount depends on when we receive the request in writing to cancel your book.

Time of cancellation notice and refund amount:

Before any work has been done:

Full refund less the \$500 down payment and Credit Card transaction fees.

After a publishing specialist has started work on the interior of the book:

Full refund less the \$500 down payment, 25% of the remaining balance and Credit Card transaction fees.

After a graphic artist has started work on the book cover:

Full refund less the \$500 down payment, 50% of the remaining balance and Credit Card transaction fees.

After both interior and cover proof completed but not yet submitted to printer/distributor:

Full refund less the \$500 down payment, 50% of the remaining balance and Credit Card transaction fees.

After both interior and cover proof completed and submitted to printer/distributor:

No Refund.