



# *Black Moon Publishing* *Book Publishing Agreement*

*T*his Book Publishing Agreement (hereinafter referred to as “Agreement”) is entered into and is effective this:    day of    by and between:

**Publisher:**

**Black Moon Publishing, LLC**

2901 Maisel Drive

Cincinnati, Ohio 45220

United States of America

and

**Author:**

Author’s Name (or Designated Agent):

*(If the Work involves multiple authors, this will be the designated Author.)*

Title of the Work:

Pen name to be used on the Work:

Author’s Address:

Author’s Address:

Author’s City, State/Province, Postal Code:

Author’s Country: United States

Author’s Phone Number:

Valid PayPal account eMail (PayPal.com):

Direct Deposit to Bank Account: ☐ (US only)

Direct Deposit to Debit Card: ☐ (US only)

## 1. DEFINITIONS

- (a) "Title" shall mean the tentative, suggested or working title of the Work.
- (b) "Work" The manuscript and all related materials submitted by the Author for publication, all of which must comply with the representations and warranties of this Agreement.

## 2. RIGHTS GRANTED

### (a) Author Representations

By signing this Agreement, the Author affirms that:

- \* They are the sole creator and copyright holder of the Work.
- \* They have secured permissions for all third-party copyrighted materials.
- \* The Work contains no libel, unlawful content, privacy violations, or harmful instructions.

### (b) Rights Granted

The Author grants the Publisher exclusive worldwide rights, for the duration of this Agreement or until the Publisher ceases publication, to:

- \* Reproduce, publish, distribute, sell, display, transmit, and derive benefit from the Work in all formats.
- \* Use the Author's name and approved likeness for promotional purposes.
- \* Translate the Work into other languages and exploit such versions similarly.

(c) The Publisher may publish the Work under any of its imprints: Black Moon Publishing or Esoteric Arcanum.

Imprint for this Work: **Black Moon Publishing**

## 3. WARRANTIES

The Author warrants that the Work is original, not under license elsewhere, free from legal claims, and that they have full authority to enter this Agreement.

## 4. MANUSCRIPT REQUIREMENTS

(a) The Author shall submit a complete manuscript in Microsoft Word, RTF, or PDF format. InDesign or similar application files are not accepted. Publisher reserves the right to reject the manuscript, in which case the Agreement will be nullified.

(b) The Author must submit a list of third-party materials along with proper written permissions granting all necessary rights to the Publisher.

(c) The Author must also provide releases from any individuals featured or referenced in the Work, if applicable.

(d) Acceptance of the manuscript does not waive the Author's representations or the need for full approvals.

## 5. EDITING AND PROOFS

The Publisher may make **non-material** copy edits (i.e. changes based on editing the Work in accordance with the Publisher's standards of punctuation, spelling, capitalization, usage and readability) without Author consent and **material** edits with written approval.

Proofs will be provided as PDF files within 6–12 months of final approval. The Publisher has final approval over all design, layout, and cover.

## 6. PUBLICATION

If the Publisher does not publish the Work within 12 months after acceptance, and the Author is in compliance, the Author may demand publication in writing. The Publisher must respond within 60 days by either publishing the Work or canceling the Agreement.

## 7. ROYALTIES

(a) The Author will receive 50% of net receipts (gross revenue minus distributor/retailer discounts, returns, and credits).

(b) No royalties will be paid on:

- \* Promotional or review copies.
- \* Copies sold at cost or below.
- \* Lost or damaged inventory.

(c) Royalties will begin only after the Publisher has recouped publication expenses, consisting of proof (charged at cost) and shipping costs ("Author Fees").

(d) Payments will be made via PayPal or direct deposit as indicated by the Author above.

## 8. DISTRIBUTION & MARKETING

(a) The Work will be distributed via Amazon and its partners (Barnes & Noble, Ingram, etc.).

(b) Marketing includes exposure through the Publisher's websites, social media, Amazon eStores, and possible festival/event appearances. Five (5) Author copies are provided (charged at cost plus shipping), with additional copies charged at 50% discount with free shipping.

(c) The Author may independently promote the Work. Additional Author-ordered copies are available at 50% discount with free shipping. All promotional artwork must be approved by the Publisher.

## **9. ACCOUNTING AND PAYMENT OF ROYALTIES**

- (a) Royalty statements will be issued quarterly via email (March, June, September, December).
- (b) Overpayments due to returns or errors will be deducted from future royalties as "Author Fees."
- (c) Payments will be made within 30 days of each statement via the method selected by the Author.

## **10. NON-COMPETITION**

For two (2) years, the Author may not create a competing work without Publisher consent. Revised editions must be published by the Publisher, and any associated costs will be reimbursed through withheld royalties.

## **11. COPYRIGHT REGISTRATION**

- (a) The Author is responsible for registering the Work with the U.S. Copyright Office, if desired. Works are automatically copyrighted upon publication with inclusion of a copyrighted notice.
- (b) Copyright references herein shall reflect updates to applicable laws and conventions.
- (c) In the event of infringement, the Author may take legal action at their own expense. Any recovery goes entirely to the Author.

## **12. AUTHOR'S RIGHTS OF TERMINATION**

- (a) The Author may terminate this Agreement at any time by reimbursing the Publisher for any unpaid publishing costs.
- (b) Upon termination:
  - \* All rights revert to the Author.
  - \* Publisher will forward all design files and hard copies.
  - \* Publisher will cover return shipping if applicable.

## **13. PUBLISHER'S RIGHTS OF TERMINATION**

The Publisher may terminate this Agreement at any time. Upon termination:

- \* All rights revert to the Author.
- \* Publisher will forward all design files and hard copies.
- \* The Author owes no additional fees.



## **14. LIMITATION OF LIABILITY**

**The Author releases the Publisher and its subsidiaries, affiliates, and successors from any responsibilities relating to any legal actions incurred by the contents and/or publication of the Work.**

## **15. FORCE MAJEURE**

Neither party shall be liable for delays or nonperformance due to events beyond their control. Obligations shall resume once the disruption ends.

## **16. GENERAL PROVISIONS**

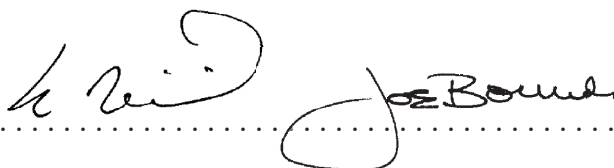
- (a) Required tax withholdings will be shared equally by both parties.
- (b) Proceeds shall be calculated after deduction of any foreign taxes or charges.
- (c) This Agreement is binding upon Author's heirs, assigns, and successors. The Author may assign royalty rights only with written notice.
- (d) Author consent shall not be unreasonably withheld. Failure to respond within a reasonable timeframe may be deemed consent.
- (e) This Agreement is the entire understanding between the parties. Modifications must be in writing and signed by both parties.
- (f) This Agreement shall be governed by Ohio law.
- (g) Headings are for convenience and have no legal significance.
- (h) Notices must be sent via Priority Mail or email. Publisher notices should be addressed to the Editor.
- (i) For multiple Authors, a single designated representative must be named, and will receive all proceeds.
- (j) This Agreement is only binding once signed by the Author and accepted by the Publisher.
- (k) If an Agent is designated, they shall have authority to act on behalf of the Author. The Author may revoke such designation with written notice.
- (l) Any provision that by its nature survives termination shall remain in effect.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the date stated at the beginning of this Agreement.

**PUBLISHER**

**Black Moon Publishing, LLC**

Company Representatives Signatures: .....



(Louis Lindenschmidt / Joe Bounds)

Positions in company: **Co-Owner & Content Editor / Co-Owner & Graphic Designer**

Date: .....

**AUTHOR**

Authorized Signature: .....

(If the Work involves multiple authors, this will be the designated Author's signature.)

Date: .....