

Charlotte Greene Publisher - Author Contract

DOWNLOAD 

Please read and sign the following agreement between you ("Author") and Charlotte Greene Publishing ("Charlotte Greene", "CG", or "the Company"), for your book ("Work").

CHARLOTTE GREENE PUBLISHING - SERVICES

Services to be performed by Charlotte Greene Publishing will be governed by the invoices on which you have paid for services. Often this will be the ISBN.

Freelancer services will be governed by the agreement between Author and Freelancer, as accepted to Broker by Charlotte Greene.

AUTHOR'S BOOK SALES PAYMENT

Your sales payments or royalties are based upon a formula of the Retail Price of your book, the Sales Discount at the time of sale, the Printing Cost, and Handling Fees. You may already know this from the practices of companies such as Amazon and CreateSpace, who offer their own sales and distribution networks.

Regards Charlotte Greene, we offer legal ISBN on signing of this contract, and support with marketing and distribution services not available to self-publishing authors. These includes, but are not limited to: Gardners Books listing, Waterstones listing, iBookstore, and many other worldwide sales channels. Book Festivals and Book Signings are planned for 2018. In return, the Author will compensate Charlotte Greene to fund these services, which are currently 20% of Author Royalty per copy of product sold through CG.

The author is free to sell other versions of the book in different markets, so long as it is with a different ISBN, or with no ISBN. This can be the same book content, but must be marked as a different edition. Therefore the Author may choose to continue an existing agreement with the likes of Amazon or CreateSpace.

RETAIL PRICE

As the Author, you may price your books at ANY retail price in the general marketplace. However, the Author and Charlotte Greene shall agree a standard retail price for each version of each book, currently Paperback and EPUB.

This retail price may be influenced by market forces, when a review will be carried out by both parties to this agreement. For instance, when stocked in a retail bookshop, the store may demand a percentage of royalty for having the book on

their shelves. The standard industry fee is 55% of royalty. In return, the book is available directly to the general public to browse and purchase in store.

Minimum and Sales Pricing may be used as a dedicated sales promotion, often to gain Author recognition, critique, or bulk sales. The reasons can be many, such as a Book Signing or Book Fair, and the agreement will rest between Charlotte Greene and the Author.

Retail and Minimum pricing criteria are subject to change at any time at the discretion of Charlotte Greene as market conditions and costs warrant. Charlotte Greene will recommend a price change to the author when pricing criteria change.

AUTHOR UNIT COST

As the Author, you may purchase books from our Print On Demand services (POD) at cost price. This may be for your own use, as gifts, or free giveaways. This will be from Gardners POD, or similar Trade sources. Your unit cost will be a function of the format of your book.

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.

If the Book has more than one Author, Charlotte Greene would normally expect to be in discussion with all Authors concerned. Notwithstanding, as legal clause, Charlotte Greene may accept The Signer is the sole author (or) has the power of plenipotentiary and legal rights to sign for all the authors.

The signatory also confirms 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 libellous; 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.

YOU OWN ALL RIGHTS TO YOUR WORK

The Author acknowledges and agrees that Charlotte Greene acquires no right of ownership to the Work under this Agreement; that Charlotte Greene is a provider of services only as governed by the invoices and agreements on which you have paid

for services (i.e., publishing services, printing, sales and fulfillment, and web site development; including Freelancer services as brokered by CG), and assumes no responsibility for reviewing or correcting the content of the Work.

Charlotte Greene will return to the author, upon request, the digital files used to produce the final work (exclusive of any licensed software).

INDEMNITIES

The Author agrees to indemnify Charlotte Greene 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. Charlotte Greene agrees to notify the Author promptly of any claim for indemnity under this Agreement. Charlotte Greene 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 Charlotte Greene 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 agreements with respect to the Work), 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 within the first 30 days following publication, publishing fees will be refunded in full (or applied against any outstanding amounts in the Author's account.) If the Agreement is terminated by Charlotte Greene at any time, all publishing fees will be refunded in full (or applied against any outstanding amounts in the Author's account). For the purposes of this paragraph, publishing fees are defined as those fees directly associated with online, disk, and paper manuscript submission. Fees related to other pre- or post-publication services, such as ISBN allocation, data entry, composition, and/or corrections or book sales, are not refundable. Fees related to the publication of supplemental printings, and second and later editions of the Work are also not refundable. If the agreement is terminated by Charlotte Greene due to a breach by Author of this Agreement, no fees shall be refunded.

The Author retains the copyright for this Work, and no part of this Agreement diminishes the Author's rights to this Work.

NOTICES

All notices to Charlotte Greene must be sent in writing to its office at 1105, Christchurch Road, Powkesdown, Bournemouth, Dorset, BH7 6BQ. 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 supersede 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 United Kingdom shall govern this Agreement and this agreement shall be construed in accordance with the laws of the United Kingdom, without recourse to conflicts of law principles. Recognizing the expense, distraction, and uncertainty resulting from litigation of disputes which may arise under this Agreement, 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 Publishers Association, whose judgement would nominally be regarded as final.

This does not prevent either party seeking clarification and satisfaction through normal legal channels such as, ACAS. Advisory, Conciliation and Arbitration Service for final disposition in accordance with its rules, provided that the Arbitrator shall have no authority to award punitive damages.

Notwithstanding the foregoing, 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 London Court of International Arbitration (LCIA). 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.

If you have any questions or concerns with the terms of this agreement, please [contact us](#).

Charlotte Greene and The Author enter into this agreement in a spirit of goodwill, to promote both The Company, and all Authors' work.

Signatories

I agree to the contract details.

Author Signature

Date

Charlotte Greene Signature

Date

Digital signature complies with British Law as stated in:

The Electronic Communications Act, 2000

The Electronic Signatures Regulations 2002