

ANOINTED FIRE HOUSE

Premium Book Publishing for Christian Authors

Publishing Agreement

This Publishing Agreement (this "Agreement") is entered into and made effective as of this _____ ("Effective Date"), between:

Anointed Fire House, a Georgia sole proprietorship publishing company whose registered address is:

_____,
Georgia, United States (the "**Publisher**");

And

Author Name: _____

Address: _____

Telephone No: _____ **Email:** _____
(the "**Author**").

Background

This Agreement is for publication and related services for a book manuscript written by the Author as specified in **Exhibit A** (the "**Work**").

In consideration of the foregoing and mutual covenants and conditions herein contained, the Publisher and the Author (each a "party", collectively the "parties") hereby agree as follows:

1. Author's Rights to the Work

- a) The Author acknowledges that the Publisher seeks to acquire no right of ownership to the Work under this Agreement. The Author shall retain sole and exclusive right to the Work in all formats and editions, worldwide, including electronic rights. No part of this Agreement diminishes the Author's rights to the Work.
- b) The Author acknowledges that the Publisher makes no claim to the right to publish subsequent versions or editions of Work absent written agreement between the Publisher and the Author to produce such versions or editions, with the exception that the Publisher may from time to time post short excerpts of work on its website or distributor websites as promotional material.
- c) The Author acknowledges that the Publisher makes no claim to the right to print, sell or distribute copies of the work absent written agreement between the Publisher and the Author.

2. Publisher Services

The Publisher will perform some or all of the following Services as regards the Author's Work, depending on the Publishing and Editing Package selected and paid for by the Author (available on the Publisher's Website www.anointedfirehouse.com/hybrid-publishing):

- a) Basic Proofreading
- b) Formatting
- c) Layout Design
- d) Inside Design
- e) Custom Cover Design
- f) Amazon Processing (Electronic Book and Print Book)

- g) ISBN
- h) Barcode
- i) Digital Proofreading
- j) Publishing the Work on the Author's behalf.
- k) Distribution
- l) Video Trailer

3. Scope of Services

- a) The Author acknowledges that the Publisher is a provider of limited publishing services, that the Author desires to engage the Publisher in the Author's self-publication of the Work and that the Publisher has no obligation to pay for any goods and services not specifically and explicitly contracted for between the Author and the Publisher.
- b) The parties agree that the Publisher will act on behalf of the Author to acquire and assign an ISBN number to the Work (if one is purchased by the Author) unless otherwise agreed.
- c) Upon execution of this Agreement and delivery of all necessary material by the Author, the Publisher will prepare the Work for publishing in the following formats: **Print Format and Ebook Format** ("Formats") for Print Packages and Ebook Format only for Ebook Packages.
- d) The Author agrees that Work shall be complete and fully edited upon presentation as the Author's final manuscript and that subsequent changes and additions shall be at the expense of the Author. Author understands that editing services are not free nor are they a part of the publishing packages, therefore, Author must pay for editing services.
- e) The Author agrees to pay the Publisher for any additional services contracted between the Author and the Publisher over and above cost of Publisher Services offered herein.

4. The Manuscript:

a) Submission

The Author agrees to deliver to the Publisher, not later than seven (21) days after signing this Agreement, one (1) complete typed digital copy of the Book (hereinafter referred to as the "Manuscript") in the English language, in the following format: Times New Roman font or Arial font, size 12, single spaced. Submission Email is provided in Exhibit A.

The Author agrees that the Publisher shall retain copies of the Manuscript as delivered to the Publisher.

b) Authorizations

The Author shall obtain and keep in his/ her possession written authorizations for the use of any photographs, facsimiles, and other illustrations (hereinafter referred to as "Materials") owned or copyrighted by a third party or parties, included in the Manuscript and which the Author intends to be published as a part of the Book. Where such authorizations will not have been obtained by the Author, it is assumed that the Author is the owner of the Materials in question and that no authorization is required. The Authorization is not required for copyrighted Materials of which the copyright has expired.

c) Ownership

The manuscript as given by the Author to the Publisher shall remain the property of the Author. All digital files, versions, layouts, digital paste-ups or other assets created or amended by the Publisher are the property of the Publisher, to the extent that these materials may not be copied, reused, or incorporated into any other publication, except to a brief extent for purposes of advertising the Work.

5. Compensation

- a) The Author agrees to pay the Publisher for the Services offered, Compensation as specified below:

(i) A non-refundable Publishing Fee of \$ _____, for the selected Publishing Package _____, to be paid in one installment before the Publisher starts the Services.

b) The Publisher may choose not to commence performance of the Services and terminate this Agreement if the Author fails to pay any additional fees accrued by the Author upon startup of services.

c) Payments shall be made by the printer through the mutually convenient and acceptable method of payment which may be Cash, Check or Bank Transfer.

6. Royalties

a) The designated printer shall pay the Author a royalty for each copy sold, minus print costs, returns as determined by the printer. The royalty rate for copies sold is determined by the Printers and Distributors only.

b) Authors shall receive no royalties on copies they purchase.

c) Royalties dates are determined by the Designated Printers and Distributors.

d) Author shall have direct contact with the Printers and Distributors. Author shall not hold Anointed Fire responsible, neither morally, criminally, or financially for the actions of the Printers or Distributors.

6. The Author's Warranties

a) The Author warrants that he/she is the sole author of the Work and is the owner of the copyright to Work and its contents and that the Work does not infringe upon the copyright or privacy of any person; that the Author is owner of any trademarks and/or trade names associated with the Work and owns or can demonstrate legal right to publish any artwork, photography or design contained in the Work; that the Work has not been plagiarized in whole or in part; that the Work is accurate in all respects; that the Work, if fiction, cannot be deemed libelous of any person; if non-fiction, that it does not misstate any material fact or fail to state any material fact, the result of which would libel or defame any person.

b) The Author acknowledges that the content and accuracy of Work is strictly the responsibility of the Author, and that the Publisher assumes no responsibility for correcting the content of the Work.

c) The Author warrants that the Work does not constitute pornography, illegal or hate literature. the Author warrants that he/she has the right to enter into this Agreement.

7. Right to Refuse Services

The Author acknowledges and agrees that the Publisher shall have the right to refuse to perform Services under this Agreement if, in the Publisher's sole opinion, it determines the Work to be obscene, scandalous, defamatory, infringing, or otherwise inappropriate for publication.

8. Indemnity

The Author agrees to indemnify and hold harmless the Publisher, its employees, contractors, shareholders, directors, representatives, successors and assigns of and from any and all manner of claims, liabilities, damages, expenses, including reasonable attorney's fees, awards, and judgments arising out of any breach of any of the Author's representations, warranties, covenants or obligations in this Agreement or from third-party claims of ownership, libel, slander, plagiarism, breach of privacy, misappropriation, or similar claims arising from publication of the Work. The Author agrees to hold the Publisher harmless from any dispute arising between the Author and any third party.

9. No Liability

The Publisher assumes no responsibility for circumstances beyond his/her control that might impair his/her ability to fulfill any or all Services and conditions of this Agreement. The Author shall indemnify and hold harmless the Publisher from any and all manner of claims, demands, actions, proceedings, or threats of the same that may be instituted against the Publisher for failure to fulfill any or all conditions of this agreement due to circumstances beyond the Publisher's control.

10. Term

a) This Agreement shall commence as of the Effective Date first specified above and shall continue in full force and effect up until satisfactory completion of the Services by the Publisher, unless terminated earlier by either party pursuant to the termination rights set forth in this Agreement.

b) The Publisher may terminate this Agreement at any time, with or without cause.

c) In the event of termination by the Author, the Author agrees to reimburse the Publisher on a pro-rata basis for all Services done prior to notice of termination. The Author's breach of any terms of this Agreement shall be cause for termination of this Agreement and render null and void the Publisher's further responsibility for production and delivery of finished Work. This Agreement cannot be terminated by the Author during or after the Publisher begins or completes the Work.

11. Notices

All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered in person or by registered or certified mail, return receipt requested, postage and fees prepaid, or by overnight courier, receipt signature required, or by fax or electronic mail transmission, with verification of the transmission received by the sender, to the parties as set forth above or at such other place as either party may, by written notice to the other, direct.

12. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns.

13. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws and regulations of the State of Georgia.

14. Arbitration of Disputes

a) All disputes, claims, and questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to arbitration. Either party may make a demand for arbitration by filing such demand in writing with the other party within 30 days after the dispute first arises.

b) Arbitration shall be conducted by arbitrators within the State of Georgia, acting in accordance with the rules of the American Arbitration Association.

15. No Assignment

The Author shall not assign or otherwise transfer any of the rights and obligations placed on the Author hereunder. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

16. Entire Agreement, Modification;

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

17. Severability

In the event one or more clauses of this Agreement are declared illegal, void, or unenforceable by a Court of competent jurisdiction, the validity of the remaining portions of this Agreement shall not be affected.

18. Execution in Counterparts

This Agreement may be executed in counterparts (which may be exchanged by electronic transmission), each of which will be deemed an original, but all of which together will constitute one and the same Agreement.

Signed as an Agreement

IN WITNESS WHEREOF, the Parties hereto have executed, or caused their duly authorized representatives or agents to execute, this Agreement effective as of the Effective Date specified above.

The Author:

Publisher Representative:

Signature

Signature

Name

Tiffany Buckner - Owner

Name and Title

Date

Date

Exhibit A - Work Description

Book Title (Tentative):	
Book Description:	
Number of Standard Pages:	Approximate Number of Characters:
Submission Email Address: info@anointedfire.com	
Submission Rules: <i>Digital Format Delivery in Microsoft Word or other Text Processor</i>	