

DUMOURIEZ PUBLISHING SELF-PUBLISHING AGREEMENT

The following agreement is between you (“Author”) and Dumouriez Publishing (“Dumouriez” or “the Company”), for your book (“Work”).

AUTHOR’S ROYALTIES

Your paperback, hardcover, or Ebook royalties are 100% of the wholesale price (retail price minus trade discount), less production and shipping costs if sold through a bookseller. The Author will receive the retail price minus selling fee (see Attachment A), production and shipping if sold directly to the reader by the Company or if sold through the Company’ website. Royalties will not be paid for free copies or for Author purchases. Trade discounts not to exceed 55% and short discounts not to exceed 25% are offered to our partners on behalf of the Author. Ebook sales are non-returnable. Author will submit the correct and appropriate Taxpayer Identification information to receive royalties. Author is responsible for paying all necessary taxes on royalties earned and filing all tax documentation in a timely manner. Dumouriez Publishing will supply the necessary 1099 forms and report all royalty payments to the proper agencies. _____ Initials

RETAIL PRICE AND PRODUCT

The retail price of hardback, trade paperback, or Ebook versions of your book should be based on the post-production page count. The Author sets the final retail price. Production prices are subject to change at any time at the discretion of the Company’s suppliers as market conditions and costs warrant. Dumouriez also reserves the right to introduce additional editions and versions of the Work. All price changes by the Author must be submitted to the Company at least 45 days in advance of the effective change. The change will start on the first business day of any given month.

EBOOK TERMS OF SALE

Due to the nature of Ebooks, their sales are final, non-returnable and limited to replacement of defective ebook. All price changes by the Author must be submitted to the Company at least 45 days in advance of the effective change. The change will start on the first business day of any given month.

PAYMENTS

Payment shall be made in accordance with the selection made on the Order Form. Payments made with a major credit card or E-check can be made online through Pay Pal. Money Orders, Bank Checks, Cashier’s Checks are also accepted at Dumouriez Publishing PO Box 12849 Jacksonville, Florida 32209. The initial payment must be submitted with the contract of with 3 days of submitting the contract.

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. The Author has not engaged in plagiarism with respect to the Work. The Work does not misstate or misrepresent any material or facts that would result in libel by any person. Doesn’t place any person in a false or damaging light.

The Work does not infringe upon any statutory, copyright laws. The Author is owner of any trademarks and/or trade names associated with the Work; that the Work does not constitute obscenity or hate literature; the Author is of legal age and has the right to enter into this Agreement. If information incorporated in the Work is not the Author's he/she has been granted permission for its use and will not only retain such written permissions but agrees to deliver a copy of the permissions to Dumouriez Publishing. In the event of a legal suit arising from a copyright infringement, the Author will bear full responsibility and holds Dumouriez Publishing blameless. Any and all expenses arising from such legal action will be the sole responsibility of the Author. _____ Initials

Final Work will be checked and proofed to insure a high quality product but may contain errors.

LICENSE TO PUBLISH

The Author acknowledges and agrees that Dumouriez Publishing acquires no right of ownership to the Work under this Agreement. Dumouriez Publishing is a provider of limited services only (e.g., printing, book sales and Internet access, distribution). The Author grants Dumouriez Publishing the non-exclusive, worldwide license to print publish, distribute and sell the Work in the language that is most appropriate or beneficial. The Author also grants the Company the right to make excerpts from the Work viewable on it's website, or its partner's sites that have entered into agreement with the Company in order to facilitate sales of the Work. Temporary rights are granted to the Company to carry out all necessary activities in the fulfillment of this agreement. Dumouriez Publishing assumes no responsibility for reviewing or correcting the content of the Work unless contracted to do so.

The Company makes no promises as to the amount of sales if any will result from its efforts. Dumouriez Publishing will make every effort to include the Work in its advertisements and present it to its partners. The Company will work diligently with its partners to produce a top quality product that you can be proud of.

Dumouriez Publishing will assign, file and apply for all appropriate items that have been selected on the accompanying Order Form (LCCN, copyrights, ISBN EAN-13, barcode, etc). Please note that LCCN information must be sent in as early as possible and can only be assigned to books that haven't been published. You want to allow three weeks for the Library of Congress to process these applications.

STORAGE AND HOSTING

Author grants Dumouriez Publishing and its partners the right to store, use, transmit and distribute printed and electronic copies of the Work as required to complete this agreement to print and distribute the Work. The Company is not responsible for lost or damage of Works due to an Act of God or nature. This includes but is not limited to floods, fire, natural disasters, etc; The Work will be stored for the first twelve months free of charge. A fee of \$35 per version will be assessed to the Author for each year thereafter.

In the event that the Company enters into bankruptcy proceedings, all rights to the Work shall immediately revert to the Author. _____ Initials

INDEMNITIES

The Author agrees to indemnify Dumouriez Publishing 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, copyright infringement, privacy, misappropriation and similar claims arising from publication of the Work, and (ii) Author's breach of any warranty in this Agreement. Dumouriez Publishing agrees to notify the Author promptly of any claim for indemnity under this Agreement. Dumouriez Publishing 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 Dumouriez Publishing 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. Dumouriez Publishing is not responsible for lost or stolen materials.

TERMS AND RIGHT OF TERMINATION

This Agreement is nonexclusive. The Author can enter into other publishing agreements. Dumouriez Publishing retains all digital property and ownership related to all completed production data and files. Either party has the option to terminate the Agreement in writing at any time, with or without cause. A 45 day grace period must be given to completely remove the Work from our system and our partners systems of distribution.

If the Author terminates the Agreement, fees paid will be refunded minus publishing fees, out sourced service fees, and any outstanding amounts in the Author's account. If Dumouriez Publishing terminates the Agreement at any time, all paid fees will be refunded minus publishing fees, out sourced fees, and any outstanding amounts in the Author's account.

For the purposes of this agreement, publication fees are defined as those fees directly associated with online, disk and paper manuscript submission, and distribution of Work.

Fees related to other pre- or post-publication services (out sourced services), such as data entry, copyediting, cover design work, book sales, reviews, or advertising, etc, are not refundable. Fees related to the publication of second and later editions of the Work are also non-refundable. If Dumouriez Publishing terminates the agreement due to a breach by Author of this Agreement, no fees shall be refunded. The Author retains the copyright for the Work, and no part of this Agreement diminishes the Author's rights to the Work. _____ Initials

CORRESPONDENTS

All notices to Dumouriez Publishing must be sent in writing to its office at Dumouriez Publishing, PO Box 12849 Jacksonville, Florida 32209. All notices to the Author shall be in writing to the address specified by the Author. This written Contract (including Attachment A) combined with the Order Form and Supplemental Documents (if applicable), listed below 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 and signed by both parties.

LAW AND VENUE

The laws of the State of Florida shall govern this Agreement. 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 American Arbitration Association 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 federal or state courts in Florida. 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

NOTICE

Dumouriez Publishing will start productions on your manuscript as soon as the necessary documents are submitted. We do not return manuscripts, floppy disks, zip disks, CD-ROMs or images submitted for publication. DO NOT SEND ORIGINALS, please note that Dumouriez Publishing is not responsible for lost, stolen, or damaged materials. Whenever possible, always send electronic files. _____ Initials

SUPPLEMENTAL DOCUMENTS:

Order Form
Taxpayer Identification Number
Author Bio and Information
Manuscript Information
About the Book Information
Copyright Information
LCCN Information
Book Tour Information

I have read the Dumouriez Publishing Self-Publishing Agreement. I understand and accept all of the terms of this agreement in full. This Agreement is effective as of the date written below and executed upon Author initialing and signing in the appropriate spaces.

Signature _____ Date ____/____/____