

**FIDO** publishing  
Non-Exclusive Publishing Contract

Title: \_\_\_\_\_

Series: \_\_\_\_\_

Approximate Word Count: \_\_\_\_\_

Pen Name: \_\_\_\_\_

Legal Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Paypal Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Contact(s): \_\_\_\_\_

Email Contact(s): \_\_\_\_\_

Legal Name(s) of Co-Author(s): \_\_\_\_\_

\_\_\_\_\_

Is any portion this Work a reprint?: \_\_\_\_\_

Agreement dated \_\_\_\_\_, 20\_\_\_\_ between FIDO Publishing, LLC ("FIDO"),

whose mailing address is PO Box 54, Kimball, MI 48074 and \_\_\_\_\_

\_\_\_\_\_ (legal name) ("Author"),

writing as \_\_\_\_\_ (pen name)

whose mailing address is \_\_\_\_\_

for the publication of " \_\_\_\_\_

\_\_\_\_\_ ("the Work"),

numbering approximately \_\_\_\_\_ words.

IT HAS BEEN AGREED AS FOLLOWS:

**Article 1. The Grant of Rights and Territory**

A. The Author grants to FIDO and its licensees the following non-exclusive Rights for the full term of contract in each country throughout the world:

1. The non-exclusive right to publish the Work in any trade or mass market book forms and/or editions, hardcover and/or softcover.

2. The non-exclusive right to publish the Work in any and all media forms, including, but not limited to, electronic, audio, visual, mixed media and multimedia.

3. The non-exclusive right to sell to book clubs or to authorize book clubs to print and sell the Work.

4. The non-exclusive right to publish, or authorize others to publish the complete Work or portions of the Work, including but not limited to condensations, abridgments and serializations in anthologies, compilations, digests, newspapers, magazines and text books.

5. The ~~exclusive~~non-exclusive right to manufacture, sell and otherwise distribute products, by-products, services, facilities, merchandise and other commodities of every nature or description, whether now in existence or available in the future, including but not limited to photographs, illustrations, drawings, posters and other artwork, toys, games, wearing apparel, foods, beverages, cosmetics, toiletries and similar items, which may refer to or embody the Work, or any derivative works based on the Work, including but not limited to characters, plot, title, scenes, settings, attire, and physical characteristics.

6. The ~~exclusive~~non-exclusive right to authorize others to translate the Work, or a portion of the Work, into all or any foreign languages and all Braille and to publish and sell such translations anywhere in the world.

7. If any copyright of the Work shall be registered in the name of any person, firm or corporation other than the Author, the Author shall promptly deliver to FIDO an assignment of such copyright. The Author shall not exercise or dispose of any reserved rights in the Work in such a way as to materially adversely affect the value of the rights granted to FIDO under this Agreement.

8. Author has the right to request termination of this agreement at the end of the third (3rd) year of publication. FIDO will have up to six (6) months to remove the Work from all sales venues and send notice of release of rights to Author on or before the six (6) month deadline.

9. FIDO does not hold any rights not specifically named in this agreement.

10. The Author does not grant any rights not specifically named in this agreement.

**Article 2. The Manuscript**

A. The Author agrees to deliver to FIDO, via email, the manuscript of the Work in .rtf or .doc form in English, in quality of form and substance acceptable to FIDO. The Author agrees, for

the duration of this agreement, to produce and maintain a copy of the manuscript as delivered to FIDO.

B. Written authorizations shall be delivered by the Author to FIDO for the use of any materials owned by a third party included in the manuscript.

C. FIDO shall have, for the duration of this agreement, the right to edit the Work for the original publication in any media and for any reprinting or edition in any media, provided the meaning of the text is not materially altered, and shall have the right to publish and promote the Work in suitable style as to media, paper, printing, binding, cover and/or jacket design and to fix or alter title and price.

D. FIDO retains the final right to determine whether or not photographs, charts, maps, drawings or the like (hereinafter collectively referred to as "Additional Material") are necessary for the Work, and if necessary, how many. If the Author fails to deliver Additional Materials, in cases where any of these have been deemed by FIDO as necessary for the Work, FIDO shall have the right, but shall not be obligated, to cause the same to be acquired or prepared and to charge the cost of such acquisition or preparation to the Author. FIDO shall not be responsible for the loss or damage to any Additional Material and shall be under no obligation to insure same.

E. If the Author fails to deliver the Work or all Additional Material within the time specified, or if the Author delivers the Work and all Additional Material and the Work or any of the Additional Material is not accepted by FIDO as being satisfactory, FIDO shall have the option to terminate this agreement; in which case upon receipt of notice of such termination, all rights granted to FIDO shall revert to the Author.

F. If the Author has not so provided and if, in the reasonable judgment of FIDO, FIDO feels that an index, bibliography, table of contents, foreword, introduction, preface (hereinafter referred to as "frontmatter and backmatter") for the Work is necessary, FIDO retains the right to engage a skilled person to prepare such frontmatter and backmatter and the cost of such preparation shall, at FIDO's discretion, be charged to the Author.

### **Article 3. Copyright**

A. Copyright of the Work shall be the author's privilege, responsibility and expense. All holdings of copyright by all parties granted to the Work in any country shall be known and disclosed in writing by the Author to FIDO at the time of signing of this agreement by the Author.

B. If the Author has filed and owns copyright of the Work, legal documentation proving copyright in each country wherein the Author owns copyright will be executed and delivered by the Author to FIDO at the time of signing of this agreement by the Author.

C. If the Author has filed or plans to file copyright, the Author is obligated to inform FIDO in writing of existing application for copyright ownership of the Work prior to the Author signing of this contract.

D. If, after the date of signing of this contract by FIDO, the Author decides to copyright the Work, the Author is required to inform FIDO in writing ninety (90) days prior to application of copyright ownership of the Work.

E. FIDO will, in all published versions of the Work wherein A. and B. of this Article of this contract (Article 3) have been executed and provided for by the Author, place a Copyright Notice in a form and place that FIDO believes complies with the requirements of the

United States Copyright law, showing that the owner of the copyright of the Work is the Author.

F. FIDO may, but shall not be obligated to, copyright the Work in such countries as it may determine. Such notice shall not be construed as in any way affecting or diminishing any of the rights granted to FIDO under this Agreement.

G. FIDO will solely determine whether to place Copyright Notice in any existing publications or further publications not yet in existence executed throughout the duration and according to the terms of the contract of the Work in cases wherein the Author has not honored A. and B. of this Article (Article 3) of this contract and wherein proof of copyright of the Work is provided to FIDO and/or in cases wherein proof of copyright ownership executed and obtained after the signing of this contract is provided to FIDO.

H. If during the existence of this Agreement the copyright shall be infringed or a claim for unfair competition shall arise from the unauthorized use of the Work or any part thereof, but not limited to, the format thereof or the characters or situations contained herein, and if the parties proceed jointly, the expenses and recoveries, if any, shall be shared equally, and if they do not proceed jointly, either party shall have the right to prosecute such action, and such party shall bear the expenses thereof, and any recoveries shall belong to such party. If such party shall not hold the record title of the copyright, the other party hereby consents that the action be brought in his or her name. FIDO shall not be liable to the Author for FIDO's failure to take such legal steps.

#### **Article 4. The Warranty**

A. The Author represents and warrants to FIDO that: (1) the Work is not in the public domain; (2) the Author is the sole proprietor of the Work and has full power, free of any rights of any nature whatsoever in any one that might interfere therewith, to enter into this Agreement and to grant the rights hereby conveyed to FIDO; (3) the Work has not heretofore been published in whole or in part; (4) the Work does not, and if published will not, infringe upon any proprietary right at common law, or any statutory copyright, or trademark right, or any other right whatsoever; (5) the Work contains no matter whatsoever that is obscene, libelous, in violation of any right of privacy, or otherwise in contravention of law or the right of any third party; (6) all statements of fact are true or based upon reasonable research; (7) the Work, if biographical or "as told to the Author", is authentic; and (8) the Author will not hereafter enter into any agreement or understanding with any person, firm, or corporation that might conflict with the rights herein granted to the Publisher.

B. If FIDO makes an independent investigation to determine whether the foregoing warranties and representations are true and correct, such investigation shall not constitute a defense to the Author in any action based upon a breach of any of the foregoing warranties.

#### **Article 5. Indemnity**

A. The Author shall indemnify, defend and hold FIDO, its subsidiaries and affiliates and its and their respective agents, officers, directors and employees harmless from any claims, demands, suits, actions, proceedings or prosecutions based on facts which, if true, would constitute a breach of any of the foregoing warranties (hereinafter collectively referred to as "Claims") and any liabilities, losses, expenses (including attorney's fee) or damages in consequence thereof.

B. Each of the parties hereto shall give the other prompt written notice of any Claims.

C. No compromise or settlement of any claim, demand or suit shall be made or entered into without the prior written approval of FIDO.

D. In the event any suit is filed, FIDO shall have the right to withhold payments due the Author under the terms of this Agreement as security for the Author's obligations as stated above.

E. The benefit of the Author's warranties and indemnities shall extend to any person, firm or corporation against whom any such claim, demand or suit is asserted or instituted by reason of the publication, sale or distribution of the Work as if such representations and warranties were originally made to such third parties. The warranties and indemnities as stated herein shall survive termination of this Agreement.

#### Article 6. Publication of the Work

A. FIDO agrees that the Work, if published, shall be published at its own expense and under such imprint as it deems suitable.

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B. The Author agrees that no publication the Work in any media form, including, but not limited to print and electronic forms, by FIDO shall be sold without prior written agreement with FIDO.

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#### Article 7. Proofreading and Changes in Proof

FIDO shall provide the Author with an electronic and/or print proof of the Work after the "Final Edit" completed by FIDO prior to publication. The Author agrees to read, correct and return the proof or give written affirmation of the proof, within fourteen (14) days of receipt of the proof. If the Author fails to return the proof within the time specified above, FIDO may publish the Work without the Author's approval of the proof.

#### Article 8. Advance Royalties

Zero (0) advance royalties will be paid by FIDO to the Author for the Work.

#### Article 8. Earned Royalties

A. FIDO agrees to credit the Author's account ~~fiftyeighty~~ percent (~~5080~~%) royalty of the net profit of each copy the Work sold, the price of each copy of the Work to be determined solely by FIDO through direct pricing and/or pricing agreed upon between FIDO and sellers and payers other than FIDO, with the exception of the Work as described under B. of this article (Article 8), for which FIDO receives payment in full.

B. Whenever the term "Author" refers to more than one person, such persons will be jointly and severally responsible for all duties, obligations and covenants under this Agreement, and shall share equally in all royalties, herein stated as ~~fifeigh~~ percent (~~580~~%) royalty of the net profit of each copy of the Work sold for which FIDO receives payment in full, to be paid under this Agreement, unless otherwise specified in writing by all parties.

#### Article 9. Statements

A. Royalty statements will be produced and forwarded to the Author quarterly three months after the end of the calendar quarter. (Quarters end: March 31, June 30, September 30, December 31). All royalty statements shall cover the quarter in which the payment is being made and shall set forth in detail the various items for which royalties are payable and the amounts thereof, including the number of copies sold in each royalty category.

B. Author will receive a quarterly royalty statement only if a royalty check is issued. If royalties in any calendar year are \$600 or higher, FIDO may, but is not obligated to, issue a 1099 at its discretion.

#### **Article 10. Author Royalty Payment Terms & Schedule**

A. Author shall be obligated to create a Paypal account ([www.paypal.com](http://www.paypal.com)) by the date of the Author signing of this contract for the purpose of receiving payment, unless otherwise specified in writing by all parties.

B. Royalties earned for the quarter shall be paid contemporaneously with issuance of the royalty statement. Payments are electronic via Paypal, unless otherwise specified in writing by all parties. Payments are made in United States Dollars only. Author understands that royalties are paid in the quarter in which copies of the Work are paid for by consumers, distributors, wholesalers, vendors, or other payers to FIDO for sold copies of the Work. If consumers, distributors, wholesalers, vendors or other payers to FIDO for sold copies of the Work, delay payment to FIDO, FIDO is not obligated to pay the royalty until it has been paid by but not limited to the consumer, distributor, wholesaler, vendor, or other payer to FIDO for sale of copies of the Work.

C. If less than twenty-five dollars (\$25.00) royalty is received and recorded by FIDO as payment due for the Work in one quarter, that amount will not be paid to the author and will be added to the following quarter's total royalty to be paid. The royalty will not be paid until the royalty payment amount due to the Author by FIDO exceeds twenty-five dollars (\$25.00) or until payment is made for the fourth quarter, ending December 31, of the calendar year beginning January 1.

D. Payment of taxes on royalties is the sole responsibility of the Author whether or not a 1099 is issued. If the Author should die before all royalties have been paid, FIDO will pay royalties to the Author's heirs, assigns or beneficiaries.

E. It is the Author's responsibility to fill out a W-9 form, and to communicate with FIDO any change in Taxpayer Identification Number or Social Security Number, Postal Mailing Address, telephone number(s), Electronic Mail address or Paypal address, or any other contact information or information necessary to pay the Author and/or fulfill FIDO's author account information requirements. If Author fails to advise FIDO of any changes in the above that prevent the timely payment of royalties, FIDO is authorized to hold, without penalty, payment of royalties until current information is received.

G. The Author may, with ninety (90) days written notice, but not more than once a year, assign and designate a certified public accountant to examine FIDO's records as they relate to the Work. Such examination shall be at the Author's expense unless errors are found in excess of twenty percent (20%) of royalties in the Author's favor, then FIDO shall pay amounts owing for the Work and the reasonable cost of the audit.

#### **Article 10. Revisions**

If FIDO considers it necessary in the best interests of the Work, the Author agrees to revise the Work on request of FIDO. The provisions of this agreement shall apply to each revision of the Work by the Author as though that revision were the work being published for the first time under this agreement, except that the manuscript of the revised work shall be delivered in final form by the Author to FIDO within thirty (30) days after request for revision. Further, no initial payment shall be made in connection with such revision. Should the Author not provide a revision acceptable to FIDO within a reasonable time, or should the Author be deceased, FIDO may have the revision done and charge the cost of such revision against royalties due, or that may become due, the Author, and may display in the revised work, and in advertising, the name of the person, or persons, who revised the work.

#### **Article 11. Author's Copies**

FIDO shall furnish to the Author, one (1) free copy of each print edition and ~~five~~ (5) electronic copies of the Work published by FIDO, unless there is more than one contributor to the Work, in which case the Author will be provided one (1) free copy of each print edition and of each electronic edition. The Author shall be permitted to purchase from FIDO further copies for the Author's personal use at FIDO's wholesale cost to be paid for upon receipt of FIDO's invoice. Royalties shall not be paid to the Author on these "author's copies."

#### **Article 12. Rights Surviving Termination**

In the event of the termination of this Agreement as elsewhere herein provided, any rights reverting to the Author shall be subject to all licenses and other grants of rights theretofore made by FIDO to third parties, and to the rights of FIDO to proceeds of such licenses and grants.

#### **Article 13. Interpretation**

Regardless of the place of its physical execution, this Agreement shall in all respects be interpreted, construed and governed by the laws of the State of Michigan.

#### **Article 14. Modification or Waiver**

This agreement constitutes the complete understanding of the parties. This Agreement may not be modified or altered except by written instrument executed by the Author and FIDO. No waiver of any term or condition of this Agreement or of any breach of this Agreement or of any part thereof, shall be deemed a waiver of any other term or condition of this Agreement or of any later breach of the Agreement or of any part thereof.

#### **Article 15. Notices**

Any written notice required under any of the provisions of this Agreement shall be deemed to have been properly served by delivery in person to the Author or by mailing such notice to either of the parties hereto at the addresses set forth above, except as the addresses may be changed by notice in writing. Mailed notices shall be sent by registered or certified mail, return receipt requested.

#### **Article 16. Execution and Delivery of Contract**

If this Agreement shall not be signed by the Author, or his or her agent, and returned to FIDO within a period of two (2) months from the date of its transmittal to the Author, FIDO shall have the option to withdraw its offer of agreement. FIDO retains the right to

withdraw its offer of agreement prior to delivery of the signed agreement to FIDO by the Author.

**Article 17. Assignment**

This Agreement shall be binding upon the heirs, executors, administrators or assigns of the Author, and the successors, assigns and licensees of FIDO, but no assignment by either party, other than an assignment by operation of law or by FIDO to an affiliate of FIDO, shall be made without the prior written consent of the other party.

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**Article 18. Use of Author's Name**

FIDO shall have the right to use, and to license others to use, the Author's name (or pseudonym the Work is written under) likeness (if provided) and biographical material for the purpose of advertising, publishing and promoting the Work. The Author may, with FIDO's permission, have limited use of FIDO's marks, symbols, or name for use in approved promotional materials. Author may use the cover art in his/her promotional materials.

**Article 19. Bankruptcy and Liquidation**

If FIDO is adjudicated as bankrupt or liquidates its business, this agreement shall thereupon terminate, and all rights granted to FIDO shall automatically revert to the Author.

**Article 20. Arbitration.**

If any difference shall arise between the Author and FIDO touching the meaning of this Agreement or the rights and liabilities of the parties thereto, the same shall be referred to the arbitration of two persons (one to be named by each party) or their mutually agreed umpire, in accordance with the Rules of the American Arbitration Association; judgment on the award rendered may be entered in any court having jurisdiction thereof.

**Article 21. Disputes-Attorneys' Fees**

In any action upon this agreement, including litigation and arbitration, the party which prevails will have all attorneys' fees and costs paid by the losing party.

IN WITNESS WHEREOF the parties hereto have executed and duly witnessed this Agreement as of the day and year written below.

**AUTHOR** **PUBLISHER**  
(signature) \_\_\_\_\_ (signature) \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

SSN: \_\_\_\_\_ Title: President

Date: \_\_\_\_\_ Date: \_\_\_\_\_