

Write Words Inc./Ebooksonthe.net Publishing Agreement

2934 Old Route 50,
Cambridge, MD 21613

This Agreement is dated _____ and is formed between _____, who resides or receives mail at _____, State _____ Zip Code _____ Phone _____ email _____ fax _____ (hereinafter referred to as the Author); and Write Words, Inc., a body corporate in the State of Maryland and its division known as Ebooksonthe.net (hereinafter referred to as the Publisher)

2) This Agreement is entered into in good faith. Signatures from all parties named in this document indicate acceptance to the terms described in this Agreement

3) Author agrees to grant the Publisher the non-exclusive license to electronically produce, sell, and promote electronic versions (commonly known as eBooks) of the work named in this Agreeent, _____, hereinafter known as The Work, worldwide in the English language

4) The Author represents that The Work is her/his original work, and that she/he has the exclusive right to grant all rights here-in. The Publisher will display the name as author with the title of The Work on and in each copy of the work published by the Publisher

5) The Author represents that he or she has obtained permission to use any copyrighted materials incorporated in Author's original work, and which is included in the electronic Work covered by this Agreement and the author is solely to be held responsible should there be any use of work that is not in the public domain.

6) With the exception of a short "excerpt" or sample to be displayed on the website, excerpting or anthologizing from The Work will not be permitted without Author's approval. This Agreement does not permit any hard copyrights, other than the right of each consumer to print a single copy for permitted personal use and **not for resale** . Making any other electronic or printed copies and distributing them to third parties free of charge or for profit will be considered infringement of the author's copyright and may be prosecuted to the fullest extent of the law

7) Publisher may not assign this electronic publication agreement to another publisher without the Author's express written consent

8) The Author will receive appropriate credit as Author of The Work or underlying Work. If The Work was first published in book form, or is available in print, the book publisher will also receive appropriate credit

9.) If the author has privately printed copies of the work to sell, Ebooksonthe.net wil agree to take credit card orders for printed copies of the book, for a fee of \$2 per title, said fee to be deducted from payment of the author's royalty statement. It shall be the responsibility of the author to mail out said print copies to the customer. The author's portion of money from credit card sales will be distributed with the author's regular royalty statement.

10) Author agrees to allow the Publisher, or their editorial staff, to perform certain minor manuscript editing (abridgment of the text, sentence restructuring, correcting spelling and grammar errors, etc.) without significantly changing the characters, plot or pertinent facts

11) Publisher agrees to pay Author royalties based on the following terms: 40% of the retail price for each unit sold. No royalties shall be paid on copies furnished free of charge to media reviewers, or for use in advertising or promotion of The Work

12) In the event of the Author's death, royalties shall be paid to the Author's legal heir(s) and shall continue until or unless the personal representative named in the estate requests sales to cease.

13) Publisher agrees to render a statement of account on a quarterly basis, consisting of a record of all sales transactions of The Work, plus full royalty payment for income resulting from sales of The Work, in excess of \$5. If income from sales is less than \$5, the amount shall be carried over until such time as the payment due the author shall exceed \$5

14) Publisher has the license to publish, promote, and distribute The Work, as an electronic book only, from the date of this agreement, and indefinitely thereafter subject to a 30-day notice of cancellation by either party, by certified mail

15) All copyrights remain with the author, and filing copyright documents is the sole responsibility of the author.

16) If Publisher does not publish The Work named in this Agreement in eBook format within twelve months of this Agreement's signing date, this Agreement is null and void

17) Publisher will endeavor to produce the eBooks in a manner which reflects state-of-the-art industry standards, as these standards evolve

18) Publisher makes no promises or guarantees regarding estimated sales figures

19) Any changes in this Agreement must be in writing and signed by both parties

20. This agreement shall be subject to the laws of the state of Maryland, wherein this business is a body corporate.

21) Author's Work covered by this Agreement:

Publisher's signature / date

Author's signature / date