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The Author guarantees he/she is the sole owner of the Work and has the full authority and right to enter into this agreement. The Author guarantees the Work is original and does not infringe upon any laws or rights, and that the Work is not libelous, plagiarized, or in any other way illegal. If any portion of the Work is fictitious, the Author guarantees it does not represent any real event or person in a way that could be deemed libelous. **Lost Legends Publishing, Ilc** assumes no responsibility for reviewing the editorial content of the Work.

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The Author may purchase copies of the Work in any quantity, or none at all, at their discretion. Orders must be paid for with check, money order, or credit card at the time the order is placed. The Author may not cancel or otherwise alter an order after it has been placed.

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Lost Legends Publishing, Ilc shall pay the Author a royalty for each copy sold, minus print cost and returns. The royalty rate for copies sold is 100% of net receipts. Net receipts are defined as the total amount of money **Lost Legends Publishing, Ilc** receives for sales, minus print and shipping costs and any applicable sales commissions. Authors shall receive no royalties on copies they purchase.

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If the author has an open payment plan for the publishing package, **Lost Legends Publishing, Ilc** will hold royalties earned until the package is paid for in full

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Lost Legends Publishing, Ilc will design one (1) work cover for the Author. The designer will read from the work summary questionnaire and then design a cover they feel will best market the Work. Authors with a specific drawing, illustration, or photograph in mind should include it with manuscript submission. If possible and if considered effective in marketing the work, in the judgment of the designer, he or she will incorporate the image in the cover. Cover includes up to two (2) stock images. Fees will be incurred if the author chooses additional stock images from our service providers.

The back-cover design will coordinate with the front cover design but may not utilize the same colors and design elements as on the front cover. The back cover text submitted by the Author will be used for marketing purposes on our distribution partners' websites and on our online bookstore (according to the package you purchased).

Lost Legends Publishing, Ilc will work from the Author's suggestions, but does not guarantee it can perform any unusual requests that are outside of our normal cover design. The Author acknowledges that **Lost Legends Publishing, Ilc** does not create original drawings, paintings, photographs, or illustrations. The Author will receive one (1) round of cover changes and will incur fees after this one (1) round.

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Author agrees to submit their manuscript in complete and final form (already edited, copy-edited, and proofread). The Author acknowledges that **Lost Legends Publishing, Ilc** may assess "change fees" for author-requested text changes after authors have submitted their manuscript in complete and final form. Changes can be made to the cover for a fee. If costs increase due to product or printing price increases, Lost Legend Publishing, Ilc shall inform Author who will have the choice to accept or decline further services.

___ Damage or Loss of Materials

Lost Legends Publishing, Ilc shall endeavor to care for and return any hard copy of author-submitted photographs, graphics, or artwork, but is not responsible for any damage or loss. Any work submitted on a disk including but not limited to manuscripts, photographs, or artwork will be discarded once all work has been completed. Such materials shall only be returned to the author if sufficient postage and packaging material have been supplied by the Author to **Lost Legends Publishing, Ilc**.

___ Notices

All notices to **Lost Legends Publishing, Ilc** must be sent in writing (by letter) to its office at 911 Lincoln Street, Anderson, IN 46016, by Certified Mail (United States Postal Service).

___ Complete Agreement

This written Agreement 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

I understand that the written agreement I have just reviewed contains the sole and entire agreement between me and **Lost Legends Publishing, Ilc** and shall supersede any and all other prior agreements, whether verbal or written and that this agreement is binding upon their heirs, executors, administrators, and assigns. The laws of the State of Indian shall govern this agreement, and its courts shall be the venue for any litigation.

Author's Name: _____ **Agreement Date:** _____

(Please Print)

Author's Signature: _____

Marian D. Betts
CEO Lost Legends Publishing, Ilc