

LOST LEGENDS PUBLISHING, LLC.

BASIC SERVICE AGREEMENT

____ **Author Right to Ownership**

The Author grants **Lost Legends Publishing, llc(LLP)** limited, nonexclusive rights to print the Work (book and e-book), and to establish distribution for the Work. This includes the right to promote and sell the work on behalf of the author through channels such as Amazon, Google, and/or other venues.

The Author shall own the full and complete copyright of the Work. **LLP** acquires no right of ownership to the Work under this agreement.

____ **Author Warranties**

The Author promises to deliver to **LLP** a complete and final manuscript within 365 days of establishing this agreement with **LLP**.

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.

LLP assumes no responsibility for reviewing the editorial content of the Work.

____ **Lost Legends Publishing, llc Reservation**

LLP publishes Christian based works but does not conduct any formal review of the contents of any work before the agreement is signed by both parties and the manuscript is submitted.

At its sole discretion, LLP reserves the right to terminate this agreement at any time, should it find and/or deem any part of the manuscript to contain:

- libelous statements.
- graphic sexual content.
- graphic violence.
- Excessive Profanity.
- New Age, cultic or occultic content that is not consistent with traditional Christian beliefs and practices.
- content that infringes on the copyright of another.

Should **LLP** cancel this agreement on these grounds, authors may qualify to receive a partial refund of submission fees minus \$150 Pre-Production Management Service – *if* their work has not yet entered the printing stage.

___Text Format

LLP reserves the right to determine the manner and style in which the Work will be formatted and typeset, using The Chicago Manual of Style guide. The Author acknowledges that **LLP** does not guarantee it will perform any custom or unusual formatting requests. The formatted text is submitted to print (“at press”) only after the Author reviews and approves their file in writing to **LLP**. Under no circumstances shall **LLP** refund, reimburse, or otherwise replace works printed with textual or formatting errors. All Work submitted is for black & white interior formatting. Color interior Work requires a custom quote.

___Cover Design

LLP 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 designer’s judgment, they will incorporate the image in the cover. Cover includes (1)

stock image. Fees will be incurred if the author chooses additional stock images from our service providers.

Images created by LLP's own artist may be used under a separate contract. 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. **LLP** 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 **LLP** does not create original drawings, paintings, photographs, or illustrations unless stipulated and agreed upon in a separate contract. The Author will receive one (1) round of cover changes and will incur fees after this one (1) round. Author also acknowledges that colors viewed on a computer monitor or hard copy printed from a computer printer may not reflect the actual colors on the final printed work. Further, the Author acknowledges that cover color may vary between print runs. The cover design for the work is submitted to print ("at press") only after author reviews and gives written indication to publish as is. Under no circumstance shall **LLP** refund, reimburse, or otherwise replace works printed with cover errors or color variance.

___Damage or Loss of Materials

LLP shall endeavor to care for and return any hard copy of the author's 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 **LLP**.

____Term and Termination

The Author may enter into another publishing agreement for this Work at any time. The Author may terminate this agreement at any time in writing, by letter (See "Notices" below).

Once the manuscript has been submitted, there shall be no refunds.

For Author terminated submissions that include payment and agreement, but which do not include the submission of a manuscript, **LLP** shall offer partial credits or refunds of total amount paid by the Author, based on percentage as follows:

- 75% credit or refund if terminated in 30 days or less (remaining 25% applied to Preproduction Management Service);
- 65% credit or refund if terminated between 31 and 60 days (remaining 35% applied to Pre-Production Management Service);
- 50% credit or refund if terminated between 61 and 100 days (remaining 50% applied to Pre-Production Management Service).
- No credit or refund after 100 days. In the event the author does not sign off on and authorize completion of the Work, within one year of the date this agreement was received by **LLP**, this agreement shall become null and void. **LLP** shall notify the author in writing of such termination 30 days prior, upon which the author shall have 30 days to authorize completion of the work.
- After 365 days, **LLP** shall have no further obligation to perform any publishing services.

____Terms of Sale

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, PayPal, VENMO, et. al. at the time the order is placed. The Author may not cancel or otherwise alter an order after it has been placed.

___Distribution

LLP intends to prepare the Work for on-demand distribution within ninety (90) days of the date your book files are submitted to **LLP**, but the Author acknowledges that the production process may exceed that period due to circumstances beyond **LLP's** control or in the event the Author makes excessive changes to the manuscript after it has been submitted.

Authors should NOT schedule book signings or other special promotions until they have their printed work(s) in hand.

__Royalties (If applicable)

LLP 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 **LLP** receives for sales, minus print and shipping costs and any applicable sales commissions. Authors shall receive no royalties on copies they purchase. Royalty payments are processed quarterly by the Print on Demand source. If a royalty advance has been paid, additional royalties will not be distributed until the author's royalty account has achieved a positive balance. If the author has an open payment plan for the publishing package, **LLP** will hold royalties earned until the package is paid for in full. Royalties are not paid to authors until a W-9 or W-8BEN is submitted to **LLP**. Author agrees to ensure the following information is up-to-date and current: Change of Name, Mailing Address, W-9 / W- 8BEN. The W-9 / W-8BEN forms are located in PDF format at www.irs.gov.

___Miscellaneous Fees

Author agrees to submit their manuscript in complete and final form (already edited, copy-edited, and proofread). The Author acknowledges that **LLP** 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, **LLP** shall inform the Author who will have the choice to accept or decline further services.

___Notices

All notices to **LLP** must be sent in writing to its office at 158 Chariot Dr., Anderson, IN 46013, with proof of 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 **LLP** 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

Updated: 3/14/2023