

# Trainwreck Press

## Publishing Agreement

### I. General Provisions

1. By signing this document, the **Author**:

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

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

e-mail: \_\_\_\_\_

and the **Publisher**: Trainwreck Press  
St John's, NL, Canada  
[ditch@ditchpoetry.com](mailto:ditch@ditchpoetry.com)

enter into an agreement in good faith to publish a chapbook of poetry.

- a. The term 'Author' includes all originators of the work. The names and addresses of additional Authors may be attached on a separate sheet.
2. This agreement will remain in effect until the Publisher terminates publication.
3. In the case of joint authorship, the Authors must agree on all points. In the event of a dispute, the Authors will resolve it among themselves; the Publisher will not act as intermediary. The Publisher will not publish the work until all parties are in agreement.
4. The work will, at minimum, consist of a print chapbook
- a. of 24 pages of which 20 will be devoted to the Author's work
  - b. printed in black ink on white 24 lb bond
  - c. with a cover of coloured cardstock printed in black ink
  - d. with a final approximate trim size of 5 1/4" wide x 8" high
  - e. saddle stitched (stapled).
5. The work will appear under the approved name or pseudonym of the Author.

## **II. Grant of Rights and Territory**

1. The Author retains copyright and all subsidiary rights to the work.
2. The Publisher retains the right to print, sell and otherwise distribute the book worldwide.
3. Secondary and Subsidiary Rights:
  - a. the Author may republish the work in the book without obtaining permission from the Publisher
  - b. the Publisher will not authorize the reprinting or reproduction in any form of material in the book without the Author's permission
    - i. should the Publisher be unable to contact the Author, the Author authorizes the Publisher to act on the Author's behalf. Any revenue resulting from the sale of material by the Publisher will be paid to the Author when contact is established less a 10% transaction fee
  - c. if work in the Trainwreck book is later reprinted by another publisher in an anthology, magazine, book (print or electronic), or any other media, the Publisher reserves the right to continue to print, sell and otherwise distribute the Trainwreck Press book.

## **III. Author's Representations, Warranties & Indemnity Provisions**

1. The Author affirms that s/he is the sole creator of the work and that the work:
  - a. does not infringe any copyrights
  - b. does not invade any rights of privacy or publicity
  - c. is not libellous and does not violate any human rights.
2. These Affirmations are limited only to material delivered by the Author and not to material provided by the Publisher.
3. The Author indemnifies the Publisher from any actions, claims and/or breaches resulting from the publication of the book
  - a. The Author is responsible for all costs resulting from such actions, claims and/or breaches.

## **IV. Royalties and Payments**

1. The Author is entitled to 4 free copies of the finished book.
2. The Author may purchase additional copies at 40% off the cover price (plus postage and handling)
  - a) the Publisher will not pay royalties on copies ordered by the Author.

3. The Publisher will pay a royalty of 10% on the cover price on all books sold through the website
  - a. the minimum payout is \$10 CDN
  - b. royalties owing may be used as credit against books purchased
  - c. the Author may request an accounting of books sold and payouts made.
4. The Publisher will not pay an advance on royalties.

#### **V. Purchase agreement**

- a. the Author will request copies in lots of not less than five
- b. payment is required when books are ordered
- c. books will be shipped within one month of receipt of payment
  - i. force majeure: in the event that the Publisher is unable to provide the books, payment will be refunded to the Author in full
- d. books are non-returnable.

#### **VI. Manuscript**

1. Manuscript requirements:
  - a. the Author will deliver to the Publisher either by e-mail or by CD disk (mailed at the Author's expense) an electronic copy of the manuscript in Microsoft Word .doc or .rtf format. Pictures or graphics shall be in .jpg or .bmp format
  - b. the Author is responsible for
    - i. obtaining permissions and releases for photographs and other graphics and for permission to quote from copyrighted works
    - ii. providing copies of all permissions and releases to the Publisher
    - iii. all fees and charges resulting from the use of copyrighted material.
2. Manuscript Acceptance:
  - a. the Publisher reserves the right to decline to publish material deemed to be offensive, derogatory, inflammatory, prejudicial, discriminatory, seditious, libellous, plagiarized, obscene, excessively violent or otherwise unacceptable. The Publisher is not obligated to give a reason for declining to publish
  - b. the Publisher may terminate the agreement if the manuscript is deemed unsatisfactory for any reason. The Publisher is not obligated to give a reason for the termination
  - c. the Publisher may decline to use pictures, drawings, photos or any other graphics provided by the Author if the quality of the original or the quality of the reproduction is not acceptable.

## **VII. Publication**

1. The Publisher agrees to publish the book within one year of receiving the final edited manuscript
  - a. force majeure: if the Publisher is unable to publish the book within one year, this agreement will be considered null and void. The Publisher is not obligated to provide a reason for the delay or inability to publish.
2. The Author is entitled to one proof copy for approval.
3. Style or manner of publication:
  - a. the Author may have consultation on the title, poem order, book cover, paper, typeface, fonts and other elements of book design, but the final choices rest with the Publisher
  - b. all editorial changes and/or revisions to the text must be approved by the Author before publication, except for typos and other minor errors
  - c. should technical limitations prevent the Publisher from presenting the work to the Author's satisfaction, the Author can either allow the work to be published within the Publisher's limitations or terminate publication.

## **VIII. Advertising and promotion**

1. The Publisher
  - a. will list the book on the Trainwreck Press page of the *ditch*, poetry website
  - b. may display the cover and sample poems on the website and will sell the book through the website
  - c. may display and sell the book at small press fairs, readings, and other literary events
  - d. may, at the Publisher's expense, provide free copies to reviewers or other literary personages to publicize the book
  - e. has the right to use the Author's approved name and likeness in all advertising and promotion.
2. The Author is responsible for
  - a. arranging book launches, book tours, or other advertising and promotion.
  - b. all contest entrance fees and contest copies
  - c. distribution to bookstores and other sales outlets.

## **IX. Termination of Publication**

1. The Publisher may decline to print more copies without notice or reason
  - a. on cessation of printing, the Publisher will delete any files or electronic copies and destroy any remaining print copies of the book
  - b. the Publisher may remove the book from the catalogue or may continue to list it marked 'Out of Print'.

**X. Business provisions**

1. Should the Publisher cease to do business for any reason
  - a. all files and electronic copies of the book will be deleted by the Publisher
  - b. remaining print copies will be offered to the Author at the agreed upon price.
  - c. should the Author decline to take them, the print copies will be disposed of by the Publisher.
  
2. In the event that the name of the business is changed, this agreement will remain in effect under the new name.
  
3. In the event that the business is sold or operated under new management, this agreement will be transferrable to the new owner.

**XI. Signatures:**

Author: \_\_\_\_\_

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

Publisher: \_\_\_\_\_

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