



7140 Hooker Street
Westminster, CO 80030
303.482.1426
jimh@imdpress.com
www.imdpress.com

IMD Press Publishing Agreement

This Agreement (Contract) is written in plain language to define the roles and rights of yourself (the Author, You) and IMD Press (We, Us) in the production and publishing of your Book (Work).

1. Copyright: As the Author, you retain the copyright of the Work. IMD Press has no rights to the content of your Work. If desired, we will assist you in the simple process of registering your copyright. Registration is not required, but it does offer you some protection if a legal conflict arises concerning the originality of your Work. In other words, if someone claims you stole their work when publishing yours, a registered copyright would help protect you. A copyright term is the author's life plus seventy (70) years. Any edits that IMD Press makes to your Work does not change any conditions of your copyright. You are free to keep those edits as incorporated into your Work.

2. IMD Press Agreement Term: IMD Press will complete the publishing services agreed upon in advance, based on information in the Publishing Services Worksheet and the Quote we provide. Upon Author's final payment to IMD Press, and delivery of books to Author, our agreement term is fulfilled.

3. Return of Production Files: The production of the Book utilizes professional, industry standard software (currently Adobe Creative Suite 4). If you wish to receive these files, they will be provided via CD for a file preparation and archiving fee of \$100. These files are easily modified by a designer with the Adobe CS software. The fonts will not be provided (fonts are only licensed to the purchaser—in this case, our designers). Please note: You will receive a marketing CD with various jpeg and tiff images of your book cover as part of the Basic Services. As the Author, you are free to chose another publisher after we have completed our agreement (with or without the production files we create).

4a. Publishing Option 1 • IMD Press Publisher: The International Standard Book Number (ISBN) system is used to keep a record of all published works, and provide an accurate means of tracking works in the Books in Print database with the authorized U.S. ISBN Agency, Bowker. As the publisher, IMD Press will assign an ISBN and EAN (barcode) to your Work, as included in the Basic Services production. The Publisher of Record is the entity assigned the ISBN, in this case, IMD Press. The ISBN holder does not affect the copyright in any way (that you, the Author, hold).

4b. Publishing Option 2 • Author Publisher: In this case, the Author is responsible to obtain an ISBN (currently \$125) directly from Bowker (we are happy to assist you in the simple online process). This arrangement records the Author as the Publisher of Record in the Books in Print database with the authorized U.S. ISBN Agency, Bowker. We will still provide the EAN barcode and use your ISBN.

5. Author Liability: You, as the Author of your Work, confirm or warrant that you are the sole owner of the Work (or have been assigned ownership), that the Work is original, and contains no libelous, illegal or otherwise damaging content. You agree to indemnify (hold harmless) IMD Press from any damages from false claims you have made. This includes losses and payment of reasonable legal fees for IMD Press. In addition, the Author is responsible for permissions. When using the content of other works, authors are required to obtain permission from the copyright holder. The Author will not hold IMD Press responsible for any issues arising out of their failure to obtain the necessary legal permissions as required by standard copyright law. We will assist you in the permissions procedure, if needed.

6. Additional Author Costs: The costs from the Publishing Services Worksheet and the Quote include Basic Services and any Optional Services the Author orders. The Quote will include shipping costs and for Colorado residents, sales tax. Once the Author approves the final proof, any additional changes or corrections not due to IMD Press or printer error will be charged to the Author. Revisions on the printer's proof of up to \$100 will be carried out by IMD Press at our discretion. Revisions over \$100 will be approved by the Author.

7. Sample Copies: IMD Press receives a few copies of printed books to be shipped from the printer directly to IMD Press (at no cost to the Author).

8. Payment Terms: The Quote gives the total cost for the project. Fifty percent (50%) of the total is due when accepting the Quote and this Publishing Agreement. Before the final book files are sent to the printer, the 50% balance is due. Any post-production charges (not due to IMD Press or printer error) will be due before the books are shipped to you. If there are post-production delays, it may be necessary to revise the shipping quote. We will keep you informed of any delays and additional charges.

9. General Provisions

- **Entire Agreement:** This agreement is the complete and binding understanding between Author and IMD Press. This contract supersedes any previous oral or written agreement. Any changes to this agreement will be signed by both parties on an Agreement Addendum.
- **Governing Law and Venue:** The laws of the State of Colorado will govern this Agreement. Author and IMD Press agree to any legal rulings established by the State of Colorado or the County of Denver.
- **Illegal or Unenforceable Clause:** If any part of this contract is illegal or non-enforceable, the remainder will remain in force while the problem portion of the contract is rewritten.

IMD Press Project Manager _____ Date _____

Author _____ Date _____