

Standard Publishing Agreement

This Agreement is between RICHER Press (RICHER) and and **Consie Berghausen** (author) for the work titled **Mermaid Seal: A Selkie Tale**. Said parties entered into this Agreement on this date, **March 25,2021**; whereas,

General Terms and Conditions:

1. The author wishes RICHER to publish the work and grants RICHER the nonexclusive right to edit, format, print, advertise, distribute and sell, and ship the work in any way RICHER deems appropriate, and grants RICHER the right to distribute the work worldwide, and collect all monies for books sold by RICHER; RICHER agrees to pay royalties on a quarterly basis to the author, beginning with the last day of the first full month of publication.
2. It is the author's responsibility to submit their book file to us in a format consistent with the guidelines set forth in the RICHER Publishing Guide. Failure to do so can result in additional charges. RICHER will assess the manuscript for consistent formatting within a reasonable time-frame and will notify the author of any potential problems associated with the content or formatting. The author will be given the choice of having the file returned to them to make the adjustments or RICHER will provide a quote to modify the manuscript for pre-publication.
3. RICHER retains the right to determine the appearance of all on-line presentation including but not limited to, on-line marketing, listing, and eBook appearance.
4. It is RICHER's right to discontinue various promotional items/programs. Additionally, RICHER reserves the right to make substitutions of various promotional items/programs with or without prior notification of the substitution to the author as long as the item/program is of equal or greater value.
5. RICHER is not and will not be liable to the author or any other person/entity for lost profits or revenues due to, relating to or in connection with the submission of Work.
6. RICHER is not and will not be liable to the author for any misplacement or loss of the Work for any reason. It is the author's responsibility to retain complete records and copies of all materials/files relating to the Work pre and post publication.
7. RICHER reserves the right to amend any portion of these Terms/Conditions at any time with 30 day electronic notice to the author. These amendments include but are not limited to timing, royalty payment structure, programs, special offers, or policies and procedures. All amendments will be considered accepted if RICHER does not receive a written request to terminate the agreement in writing within 30 days of the notification. All amendments are binding and supersede all previous Terms/Conditions. In the event the author disagrees with any change the exclusive remedy is to provide termination of all Terms/Conditions and publication of their work in writing to RICHER within the 30 day period.
8. RICHER will provide information about the work to third-party sellers to enable them to sell the work, but will not be responsible for the turn-around times, submission policies, listing policies, errors, or sales policies of any third party seller.
9. RICHER retains the right to establish the discounted price to all purchasers, including, but not limited to distributors, bookstores, schools, libraries, and quantity purchasers.
10. RICHER will not be held responsible for errors in the book, including, but not limited to, spelling errors, grammar, punctuation, style of work, page numbering, corrupted files, computer formatting errors, and missing fonts.

11. RICHER will provide a printed book proof to the author for review and to describe any changes that the author wishes RICHER to perform. All costs associated with such changes are detailed in the RICHER Publishing Guide.
12. RICHER reserves the right to reject any work for any reason at any time.
13. RICHER reserves the right to market the work, using methods it deems appropriate and have the right to market and distribute the book worldwide.
14. RICHER will issue a Form-1099 as required by the Internal Revenue Service based on IRS requirements and mandates.
15. Upon the author's completion of RICHER's "Proof Approval Form" RICHER will submit the Work to assorted distribution channels which may include e-retailers, websites, etc. but will not be liable for delays, errors, non-compliance of such distributors, suppliers, e-retailers, etc.
16. Upon the author's completion of RICHER's "Proof Approval Form" the author is authorizing that the Work is acceptable. Any changes or corrections thereafter will be subjected to RICHER's post-production submission guidelines and pricing.
17. Royalty statements will be sent on a monthly basis to the author via email only.
 - a. It is the author's responsibility to contact RICHER in the event they do not receive their statement via email in a timely manner.
 - b. It is the author's responsibility to notify RICHER of any change in their email address.
 - c. The royalty earnings period listed on the statement is always two months behind the royalty processing date (example: Royalties earned from January book sales will be paid on the statement sent to the author in March)
18. The royalty earnings period will be listed on the statement.
19. Royalty payments are paid to the author via check only. RICHER will pay royalties via check when and only after the total amount due in royalties exceeds \$25.00 US, unless the author is terminating publication.
20. It is the author's responsibility to notify RICHER in a timely manner of any change of address.
21. A check replacement fee will be charged to replace any previously issued Royalty payment checks.
22. RICHER provides a full return policy within one year of purchase to bookstores at no charge to the author. Royalties paid on returns will be offset against the outstanding balances due to the Author.
23. RICHER reserves the right to limit the number of books a bookstore may purchase at one time for any single event under our return policy.
24. RICHER is not responsible for, but will endeavor to care for and return, submitted photos and artwork; and will not return any submitted CDs, floppy zip disks, or thumb/flash drives.
25. After the first full year of publication, RICHER will impose a \$52.00 annual distribution fee for all RICHER Press titles which fail to sell more than fifty (25) copies through the combination of all of the RICHER Press Wholesale Distribution channels in the prior year. This includes all e-book sales and RICHER Direct Distribution channels.

The Annual Distribution Fee (ADF) shall be paid prior to January 15th of each year and will ensure that the title will remain active, in print and available to all of RICHER Press' global distribution partners. The title will also continue to receive all of the monthly support services including Book Sales Tracking, Author Royalty Administration, Monthly Royalty Payments, Wholesale Book Purchase Privileges and access to the RICHER Press staff & network.

Failure to make the Annual Distribution Fee (when applicable) will result in result in the cancellation of the RICHER Publishing Agreement and the distribution & all support services associated with the title.

Author Responsibilities

1. The author maintains that he or she is the sole author of work, and owner of the copyright and all of the contents of the work and has full power to enter into this Agreement; that he or she has not engaged in plagiarism with respect to the work; and that the author, if submitting work that is to include any content that does not originate from the author or to which the author does not own the copyright to, has obtained the copyright owner's written permission to use any such material and will provide RICHER with a copy of all written permissions for use at the time of submission to RICHER, and that all such uses will be so noted in the work; and will send a copy of the Copyright Form to RICHER after the form has been stamped and returned to the author by the Library of Congress.
2. The author guarantees RICHER that the work is accurate, is not in violation of anyone's privacy, is not injurious, obscene, libelous, slanderous, or otherwise a violation or infringement of any federal, state, or local law, statute, or code, and further agrees to hold RICHER, its employees, directors, shareholders, representatives, heirs and assigns, harmless for any damages resulting from any litigation resulting from publication of the work.
3. The author further guarantees RICHER that the work, if fiction, does not include the name and/or likeness of any actual person, living or dead; and that all characters in the fictional work who may have been derived from actual persons have altered names and altered physical attributes, so as to negate any similarity or likeness between the actual person, location, or event, and the fictional character or location, with the exception of historical facts, figures, places, events, etc. as set forth by the USA Copyright laws and regulations.
4. The author agrees that RICHER shall not in any way acquire ownership of the work and that the author is free to pursue any and all publishing ventures that do not involve the use of RICHER's name or logo, likeness, barcode, copyright page, or ISBN.
5. The author grants RICHER the right to provide services, including, but not limited to, the worldwide distribution of the book, advertising, sales, and printing of the work.
6. The author agrees that RICHER is not responsible for editing, misspelling, rewriting, page-numbering, indexing, reviewing, or any other errors in the work.
7. The author understands that RICHER will take the author's digital book file and do its best to fix any obvious problems resulting from the file being transferred to RICHER's computers before sending the author a first proof book; and that any changes that made to the book thereafter, regardless of their origin, will be made at the author's request.
8. The author reserves the right to discontinue the selling of the work by RICHER by providing written notice to RICHER, and acknowledges that RICHER is not responsible for copies of the work that have already been manufactured, sold, and/or distributed to the market.
9. The author will provide a Social Security or EIN number as required by the Internal Revenue Service so that RICHER can issue a Form-1099.
10. The author understands that a signature on this agreement ratifies all the terms and conditions of this Agreement.

Details/Pricing/Royalty Structure for Various Methods of Publication

1. Prices for all fiction books are based on our suggested list pricing guide (See the RICHER Publishing Guide).
2. Suggested list pricing for fiction books cannot be modified or changed by the author.
3. Prices for all non-fiction books are based on our suggested list pricing guide (See the RICHER Publishing Guide).
4. Suggested list pricing for all non-fiction books can be raised in \$1.00 US increments, with a minimum of \$2.00 US, to increase the cover price of the book.
5. Authors will purchase copies of their own books based on the suggested list pricing guide located in our RICHER Publishing Guide.
6. Authors purchase copies of their own book at near wholesale unit prices or at least with up a 50% discount to suggested list price.
7. Royalty payments will be made to authors based on the nature of the sale (retail, wholesale, author purchases) as outlined in the *RICHER Publishing Guide*.
8. RICHER will retain final discretion over the cover price of the Work.
9. RICHER will assign one of its ISBNs to the book (or use existing ISBN for previously published work) and submit relevant information about the work to the "Books in Print" database.
10. RICHER will create a barcode for the back cover (necessary for bookstore related sales) and enter the book into their digital book printing system so that the book may be printed.
11. At the author's request, RICHER will design a professional book cover for the work by laying out the spine, front, and back cover text, and will use either royalty-free artwork of its own acquisition or use acceptable artwork from the author to create a book cover for the work. Costs associated with this special work are detailed in the RICHER Publishing Guide.
12. RICHER may, but is not obligated to, create web pages for the work so that it may be sold on its e-commerce website.

General Provisions

This Agreement shall be governed by the laws of the State of Arizona, USA. All monetary transactions will be in US dollars only. This written Agreement contains all and is the only Agreement, and supersedes any other agreement, oral, written, or otherwise construed as a prior agreement between the author and RICHER. This Agreement cannot be appended, changed, modified, word or words added or deleted except by the mutual written agreement of the author and RICHER; and further, is binding upon the heirs, executors, administrators, and assigns of the author and RICHER.

A separate publishing agreement must be completed for each individual title being submitted. Please check off each of the following products that you are signing up for one title only.

Mermaid Seal: A Selkie Tale

Title of Work to Be Published With RICHER Press

Consuela Berghausen

Consie Berghausen

Author's Legal Name

(As it will appear on royalty checks)

Author Name

(As it will appear in the book --- Legal and pen name do not have to be the same)

11955 E 8th Street, Tucson , Arizona 85748

Author's Mailing Address

(Where we will mail royalty checks)

---Same---

Author's Street/legal Address

(Where we will ship book orders ... no P.O. boxes please)

(520) 237-6886

Author's Phone Number (daytime)

---Same---

Author's Phone Number (evening)

n/a

Fax Number

22consie@gmail.com

E-mail Address

(Please be advised that RICHER requires an email address)

---On Record---

Social Security Number or EIN

(Required by Tax Code)

Signature of Author and/or Author's Agent

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