

Please read and sign the following agreement between you ("Author") and Dog Ear Publishing, LLC ("Dog Ear" or "the Company"), for your book ("Work").

## **DOG EAR PUBLISHING - SERVICES**

Services to be performed by Dog Ear Publishing will be governed by the invoices on which you have paid for services.

## **AUTHOR'S BOOK SALES PAYMENT**

Your sales payments are based upon a formula of the Retail Price of your book, the Sales Discount at the time of sale, the Author Cost, and if applicable the Dog Ear Handling Fee. These payments will be governed by the [Sales Payments](#) page.

## **RETAIL PRICE**

As the Author, you may price your books at ANY retail price. However, we cannot sell your books through our systems unless your retail meets the Minimum Pricing criteria outlined [here](#) which is based on book format and page count. This means that you cannot set a price BELOW the COST of the product and have it sold by Dog Ear. You MAY set the price below cost and order units for your personal use. Note that your COST to purchase product is NOT influenced by your RETAIL price. Please reference this [Retail Pricing page](#).

Minimum pricing criteria are subject to change at any time at the discretion of Dog Ear as market conditions and costs warrant. Dog Ear will recommend a price change to the author when minimum pricing criteria change.

## **AUTHOR UNIT COST**

As the Author, you may purchase books from us at economical prices. Your unit cost will be a function of the format of your book. Please reference this [Author Purchase Price page](#).

## **WARRANTIES**

The Author represents and warrants that he or she is the sole author of the Work and is the owner of the copyright to all of its contents; that he or she has not engaged in plagiarism with respect to the Work; that the Work is accurate in all respects, i.e., that if fiction, it represents no real event or person in a way that could be deemed libelous; that if non-fiction, it does not misstate any material fact or omit to state any material fact, the result of which would libel any person or result in a person being placed in a false or damaging light; and that the Work does not infringe upon any statutory or common law right of copyright or privacy of any third party; that he or she is owner of any trademarks and/or trade names associated with the Work; that the Work does not constitute obscenity or hate literature and that the author has the right to enter into this Agreement.

## **YOU OWN ALL RIGHTS TO YOUR WORK**

The Author acknowledges and agrees that Dog Ear acquires no right of ownership to the Work under this Agreement; that Dog Ear is a provider of limited services only as governed by the invoices on which

you have paid for services (i.e., publishing services, printing, sales and fulfillment, and web site development) and assumes no responsibility for reviewing or correcting the content of the Work.

Dog Ear will return to the author, upon request, the digital files used to produce the final work (exclusive of any licensed software).

## **INDEMNITIES**

The Author agrees to indemnify Dog Ear and its employees, shareholders, directors, representatives, successors and assigns of and from all and any manner of claims, liabilities, damages, expenses (including reasonable attorney's fees), awards, and judgments resulting from claims of (i) third parties regarding ownership, libel, slander, plagiarism, privacy, misappropriation, and similar claims arising from publication of the Work; (ii) Author's breach of any warranty in this Agreement. Dog Ear agrees to notify the Author promptly of any claim for indemnity under this Agreement. Dog Ear may be represented in any proceeding by counsel of its choice; the Author may retain additional counsel at his or her own expense. Any settlement agreement between Dog Ear and a third party regarding a claim covered by the indemnity provisions of this Agreement shall be subject to approval of the Author, which approval shall not be unreasonably withheld.

## **TERM AND EXCLUSIVITY**

This Agreement is nonexclusive (the Author can enter into other agreements with respect to the Work), and either party has the option to terminate the Agreement at any time, with or without cause. If the Agreement is terminated by the Author within the first 30 days following publication, publishing fees will be refunded in full (or applied against any outstanding amounts in the Author's account.) If the Agreement is terminated by Dog Ear at any time, all publishing fees will be refunded in full (or applied against any outstanding amounts in the Author's account). For the purposes of this paragraph, publishing fees are defined as those fees directly associated with online, disk, and paper manuscript submission. Fees related to other pre- or post-publication services, such as data entry, composition, and/or corrections or book sales, are not refundable. Fees related to the publication of supplemental printings, and second and later editions of the Work are also not refundable. If the agreement is terminated by Dog Ear due to a breach by Author of this Agreement, no fees shall be refunded.

The Author retains the copyright for this Work, and no part of this Agreement diminishes the Author's rights to this Work.

## **NOTICES**

All notices to Dog Ear must be sent in writing to its office at 4011 Vincennes Road, Indianapolis, IN 46268. All notices to the Author shall be in writing to the address specified by the Author.

## **COMPLETE AGREEMENT**

This written Contract contains the sole and entire Agreement between the parties and shall supercede 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**

The laws of the State of Indiana shall govern this Agreement and this agreement shall be construed in accordance with the laws of the State of Indiana, without recourse to conflicts of law principles. Recognizing the expense, distraction, and uncertainty resulting from litigation of disputes which may arise under this Agreement, the parties have agreed that except as specifically provided herein they shall submit any and all disputes arising in any way under this Agreement to the American Arbitration Association for final disposition in accordance with its rules, provided that the Arbitrator shall have no authority to award punitive damages. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to deprive a party of the right to equitable relief in a court of competent jurisdiction respecting rights to its intellectual property or use thereof under this Agreement. Any proceeding under this paragraph shall be brought in the federal or state courts in Indiana. A judgment may be entered in a court of competent jurisdiction based on any award rendered in arbitration or other proceeding conducted by the parties pursuant to this paragraph.

I, the author of the work, agree to the terms of this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date