



PUBLISHING AGREEMENT OF SAMPAGUITA PRESS LLC

1. The Work.

- a. This Publishing Agreement (the “**Agreement**”) is made this day, _____ (“**Effective Date**”) by and between the following Parties:

_____ with an address at _____
 (“**Author**”)

and

Sampaguita Press LLC, with offices at



(“**Publisher**”)

Author will deliver to Publisher a new and original manuscript to be published as

 (the “**Work**”)

- b. **Genre/Form of the Work.** The Work shall be in the following

genre/form: Fiction

Nonfiction

Poetry

Visual art

Graphic Novel

Hybrid: _____

Other: _____

- c. **Approximation of the Work.** The poetry collection shall be 48-100 pages, excluding the Title page, Table of Contents, Author’s Note, Notes pages, Acknowledgments pages, and Reference pages. The prose work (i.e. novel, novella, hybrid collection of prose and poetry, essay collection, creative nonfiction) shall be a length of no more than 50,000 words. For poetry and prose collections, there will be fewer than 10 illustrations, if any.

d. **Description of the Work.** The work's content and market are proposed as:

2. Grant of Rights.

a. Author grants to Publisher for the **Term** as defined below, the exclusive right to:

- i. Reproduce, publish, distribute, transmit, sell, and otherwise make available (collectively defined as "**Publish**") the full-length Work worldwide in the English language in the **Formats** as defined below;
- ii. Make copies in verbatim text electronic, digital, audio, or other media as necessary to Publish the work in any Format licensed under this Agreement;
- iii. Translate into Languages other than English, if any; and
- iv. Sublicense any of the rights which may be granted to publisher herein.

b. "**Term**" shall mean the full term of copyright applicable to the Work in each country covered by this Agreement, unless this Agreement is terminated prior to the end of the copyright term.

c. "**Formats**" shall mean:

- i. Physical book form, including hardcover and paperback book form, including without limitation;
- ii. Print-on-demand, provided the quality is equivalent to standard traditional hardcover or paperback book form;
- iii. Electronic book (ebook) form, provided that Publisher will not include any material other than that delivered by Author as part of the Work, including any visual and audio enhancements, without Author's prior written approval and agreement on the final product and contents thereof; and
- iv. Audiobook, including the right to create an abridged version thereof, will be at Author's expense if they so choose. Author will not need prior written approval of the final script thereof. Any sales from Author's Audiobook under this provision are not eligible for royalty payments.
- v. New formats: in the event of future publishing technologies made available, Publisher retains the right to publish said format of the Work, subject to Author's written approval.

- d. **Reserved Rights.** Author retains all rights and title in and to the Work, including copyright, subject only to the rights specifically granted to Publisher under this Agreement.

3. Copyright.

- a. **Copyright Registration.** Publisher shall register the copyright to the Work, if not previously registered as a published work, identifying Author as the claimant (the copyright owner), as well as the author of the Work, within 3 months of initial publication of the Work, and Author will be provided with a true and complete copy of the registration certificate when received by Publisher.
- b. Publisher is responsible for the first Copyright Registration filing only. Any changes or updates to the Copyright Registration that necessitates a re-filing of the Registration will be handled by Author at Author’s discretion. Any subsequent fees or penalties resulting from additional Registration filing shall be covered by Author.
- c. **Copyright Notice.** Publisher will, and will require each of its sublicensees to, place a copyright notice in Author’s name in each and every copy of the published Work, as follows: © [Name] [year of publication]
- d. The Name of Author shall be the full legal name as written in Section 1 of this Agreement, or the following Pseudonym at Author’s request:

4. Advance Against Royalties.

No advances shall be paid to Author.

5. Royalties.

- a. **Regular Royalties.** Publisher may publish the Work in any of the Formats in Section 2(c). For all Formats, Publisher shall pay Author the following royalties on each copy of each Format edition sold by Publisher in the applicable Territories through regular wholesale and retail channels, less actual returns (subject to Subsection 5(b)): **50%** of the Publisher’s Net Receipts (*after* return credits and applicable taxes, distribution and shipping costs) (hereinafter, “Net Receipts”).
- b. **Royalties Schedule.** Publisher shall prepare a royalty statement biannually, i.e. on the 30th day of June and 31st day of December, via Author’s choice of electronic money transfer method:

Venmo: _____ Author Venmo Account
 PayPal: _____ Author PayPal Account
 Zelle: _____ Author Email Address

which will include the sales of the previous half of the fiscal year, and account for returns for one quarter after the end of the FY. Any amount due shall be paid within sixty (60) days thereafter, in a single lump sum. If the accumulated royalty is less than \$20.00, no payment will be made until the accumulated amount reaches \$20.00.

c. **Author's Copies.**

- i. The Publisher shall, upon publication, send Author fifteen (15) copies of the published Work, free of charge and free of shipping.
 - ii. Author shall be able to purchase at any time and in any quantity copies of his/her Work at 40% off the list price plus shipping/handling charges, provided the Publisher has an inventory available to fill the request. Author may purchase quantities of 100 or more at 50% off list price with no shipping/handling charges (in the United States).
 - iii. Work provided under this provision are not eligible for royalty payments.
- d. **Non-Royalty Copies.** No royalties shall be paid on a reasonable number of copies given away for review, advertising, sample, sales promotions, or for like purposes, provided that the copies are stamped, marked or otherwise designated in a manner that identifies them as such. In addition, no royalty shall be paid on short portions of the Work (no more than 10%) appearing as previews in other books published by Publisher or on short portions of the Work used or licensed for advertising or publicity without compensation.
- e. **Remainder Notice.** Publisher shall notify Author before the Work is remaindered, which event shall not occur before one (1) year following initial publication of the Work, and Publisher shall offer Author a reasonable opportunity of up to 3 months after initial written notice of remaindering to purchase copies of the Work at the remainder price, which shall be no more than the cost of manufacture.

6. Subsidiary Rights.

- a. **Film, Audio, Foreign Translation, and Merchandise.** Author will retain all subsidiary rights to their Work, i.e. film, audio, foreign translation, and merchandise, which Publisher will not gain extra income streams. Author will have sole discretion to directly benefit from or license their subsidiary rights, at Author's expense, if they so choose with the help of their own agent or specialist.
- b. **First Serial Rights.** If Author has retained First Serial rights in the Work, Author will not license such rights anywhere in the world without consulting Publisher with respect to the timing and excerpt of the Work so that Publisher may coordinate publication of the First Serial and Publisher's edition of the Work.

7. Delivery.

- a. **Delivery of Manuscript.** Author shall deliver to Publisher, within thirty (30) days of signing this agreement, the complete Work which shall meet the description set forth in

Section 1, in order to commence the editing process. The Delivery Date may be amended by mutual written agreement (including email) between Author and Publisher.

- b. **Format of Delivery.** All textual components of the Work shall be delivered in one Microsoft Word document (.doc or .docx) or Google document. Any photographs or illustrations included in the Work shall be delivered as individual files, in high resolution .JPEG and .PNG format. Author will ensure that copies of any photographs or illustrations included in the Work are not the originals, and that the originals of any photographs or illustrations are maintained by Author. Any significant changes to the Work submitted by Author (i.e. the addition of poems, chapters, or sections) after commencement of the copyediting process, shall be approved by Publisher at Publisher's discretion.
- c. **Failure to Meet Delivery Date.** If Author fails to deliver the complete Work by the Delivery Date, unless otherwise agreed by Publisher or due to circumstances beyond Author's control, then Publisher shall send Author a written notice of Author's default and shall provide Author with a thirty (30) day grace period to deliver the Work.
 - i. If, after receiving the written notice, Author fails to deliver within the 30-day period, Publisher may terminate the Agreement by a second written notice. If the Agreement is terminated under this provision, then Publisher may demand, in writing, that Author return all sums theretofore paid to Author by Publisher in connection with the Work. Author agrees to return all sums to Publisher within thirty (30) days of termination notice.
 - ii. Author's failure to deliver the Work on a timely basis will not be deemed to be a material breach of this Agreement if the failure is attributable to force majeure as defined in Section 28, and in no event for more than 6 months after the original due date.
- d. **Acceptance / Rejection of Manuscript.** Publisher will inform Author in writing, within thirty (30) days following Publisher's receipt of the complete Work delivered pursuant to Subsection 7(a) above, whether the Work is editorially acceptable.
- e. **Revision Process.** If the Publisher reasonably determines that the Work delivered is editorially unacceptable, needs revision, or does not meet the Description in Section 1, Publisher will provide written editorial comments to Author with respect to the revisions required. Author agrees to make the revisions within thirty (30) days of receipt of comments, or within a date requested by Publisher in writing and agreed upon by both Parties.
 - i. If Author fails to deliver the revised Work within the agreed upon time period, or should Publisher reasonably find that the revised Work is still editorially unacceptable or does not meet the Description, Publisher may reject the Work by written notice to Author within thirty (30) days of delivery of the revision.
 - ii. If the Work is rejected by Publisher under this Section 7, Publisher may terminate this Agreement on written notice to Author, and Author shall use

reasonable efforts to sell the Work or a revision thereof elsewhere and shall repay any and all sums previously paid to Author under this Agreement from the “first proceeds” that Author receives from any sales of or licenses to Publish the Work or a revision thereof.

- iii. For avoidance of doubt, Publisher shall not be entitled to reject the Work or terminate this Agreement based upon matters unrelated to the editorial quality of the manuscript.
- f. **Proofreading and Author’s Corrections.** Following acceptance of the Work, Publisher shall proofread and copyedit the manuscript and, subject to Author’s prior approval, may make the manuscript conform to Publisher’s standard style of punctuation, spelling, capitalization, and usage. Author shall have the right to review and approve all such changes.
- g. **Galley Proofs.** Author shall reasonably cooperate in reading, correcting, and returning all page and/or digital or printed galley proofs within ten (10) business days of receiving them. The period of time for Galley Proof approval may be amended by mutual written agreement (including email) between Author and Publisher.
 - i. One (1) Galley Proof shall be sent to Author for the purpose of Author’s final quality check and review before publication. Any and all Galley Proofs must not be sold, and must not be available for purchase. Any and all Galley Proofs, at Author and Publisher’s discretion, may be given to blurbers and book reviewers. In the event they are given to blurbers and book reviewers, Galley Proofs will be given free of charge.
- h. **Related Materials.** Author shall deliver, at Author’s expense, all photographs, illustrations, maps, graphs, charts, an appendix, an index, a bibliography, or other supplementary matter that Author and Publisher agree to include in the Work (individually or collectively, “Related Materials”) with the Work on the Delivery Date or at a mutually agreed later date, subject to the publication schedule.
 - i. Author is responsible for keeping the originals of any Related Materials and Publisher will not be held responsible in the event of the loss or destruction of any copies of Related Materials.
- i. **Permissions.** If permission from others is required for publication of any Related Material or any third-party-authored text contained in the Work, or for the exercise of any right conferred by this Agreement (including trademarks and the right to promote the Work), Author shall be responsible for obtaining such permissions throughout the Territory, at Author’s expense, and shall submit them with the complete Work or Related Materials.
- j. **Book and Cover Design.** Publisher shall have sole determination of the book and cover design. Author shall have the right to review the book and cover design, which consent shall not be unreasonably withheld. In the event that Author, at Author’s expense, provides their own third party artist for the cover design, and upon approval by Publisher,

Publisher will provide a Digital & Print Image License to the third party artist for approval and signature before commencement of the cover design. In the event that the third party artist cannot deliver the cover design on a mutually agreed date and reasonable timeframe, the Digital & Print Image License will terminate, and the determination of the book and cover design will revert back to Publisher in order to meet the timely release of Author's Work.

- k. **Endorsements.** Reasonable efforts will be made by Author first to reach out to any authors for endorsements, i.e. blurbs of 50-100 words, and/or forewords, six (6) months before the release of the Work. When reasonable efforts have been exhausted and Author still has not obtained any endorsements three (3) months before the release of the Work, Publisher will reach out to any authors for endorsements.

8. Termination of Agreement.

- a. **Termination by Publisher.** This Agreement may be terminated by Publisher for Author's failure to timely deliver the work as provided in Section 7(c); or if Publisher rejects the manuscript as provided in Section 7(e)(ii); or if Publisher, in its discretion, for purposes it deems reasonable, no longer approves publication.
- b. **Termination by Author.** This Agreement may be terminated by Author for Publisher's breach of its material obligations under this Agreement, including but not limited to failure to Publish on a timely basis or failure to pay royalties as set forth herein. Author shall give Publisher written notice of the breach, and if such breach is not cured within thirty (30) days of the written notice, this Agreement shall be deemed terminated. Author's right to receive royalties owed under this Agreement shall survive such termination unless the book is deemed Out of Print as defined under Section 10.

9. Publication.

- a. Except as otherwise set forth in this Section 9, Publisher will, within 12 to 24 months following acceptance of the complete Work and Related Materials, Publish or cause publication of the Work in such formats, editions, style, and manner, under such imprint, at such cover price, and with such jacket, cover, or package as Publisher determines. Nothing herein shall require Publisher to Publish each edition permitted to be Published or licensed hereunder, subject to Section 10 (Reversion of Rights).
- b. Should Publisher fail to Publish or cause publication of the Work within such time period, Author may demand publication of the Work and thereafter may terminate this Agreement if publication still has not occurred 6 months following Publisher's receipt of such notice. Author shall provide written notice to Publisher upon the exercise of either of the above options.
- c. Publisher's failure to Publish or cause publication within the time period provided in this Section 9 will not be deemed to be a material breach of this Agreement (and Author shall not be entitled to any of the remedies set forth above) if the failure:

- i. Is permitted by any provision of this Agreement;
- ii. Results from any business decision made by Publisher with the prior written approval of Author; or
- iii. Is attributable to force majeure, as defined in Section 28, and in no event for more than 6 months after the original publication date.

10. Reversion of Rights.

- a. **Out of Print.** If the Work is “**Out of Print**” (as defined below) through ordinary retail channels:
 - i. Then this Agreement shall terminate and all rights granted to Publisher hereunder shall automatically revert to Author, subject to Publisher’s continued participation, to the extent provided, in any licenses granted by Publisher.
 - ii. The Work shall be considered to be Out of Print if Publisher is not offering copies of the Work for sale in the U.S. and there is no existing agreement between Publisher and a licensee of Publisher requiring publication in the U.S. within the next 12 months.

11. Promotional Materials / Promotion by Author.

- a. Author shall submit to Publisher, for use in connection with the publication, licensing, and promotion of the Work, pre-approved biographical data and a pre-approved photograph of Author, of a quality acceptable to Publisher.
- b. Publisher may use, or permit others to use, Author’s name, approved biographical information and likeness, the title of the Work, and selections from the Work in advertising, promotion, and publicity related to the publication and/or licensing of the Work, including broadcast, without charge, by radio, television or cable, or distribution via any form of electronic transmission, including online or satellite-based data transmission. Author may use the same portions of the text of the Work that Publisher makes available for promotional use, provided that such use carries any copyright or other notices required by Publisher.
- c. All details of Publisher’s advertising and promotion of the Work shall be determined by Publisher with the understanding that Author may promote the Work independently by any means.
 - i. In the event Author’s independent promotion of the Work requires the creation of additional promotional materials not previously agreed upon by Publisher and Author, Author agrees to fully cover the needs of these additional materials.
 - ii. Author will, at their own expense, be responsible for their own events in connection with their Work, such as funding & booking their own events and do their own marketing in connection with their Work, and may tag Publisher in any

Author’s Initials: _____

of their social media promotional posts, or may tag Publisher as collaborator in any of their social media promotional posts if they so choose to appear on Publisher's grid for additional connections to said event.

- iii. In the case of event programming and marketing at Publisher's expense and sole discretion, Publisher will sell and distribute Author's books at large book festivals where all Authors' books will be featured on a table, and which Publisher will distribute 50% of any proceeds sold of Author's Work *after* costs.
- d. Author will reasonably cooperate in Publisher's promotion of the Work, upon Publisher's reasonable requests and at Publisher's expense, subject to Author's reasonable availability in light of Author's other professional and personal commitments. Promotional activities, though not guaranteed and subject to the current bandwidth of Publisher, may include, but are not limited to: book tours, interviews, readings, blogging, podcasting, online chats, and social media communications.

12. Statements of Account.

- a. Publisher must maintain complete and accurate books and records relating to its sales of the Work, as well as any licenses it has entered into with respect to the Work, and must furnish Author with a statement with each royalty payment indicating the sales proceeds received by Publisher during the period covered by the statement. These statements shall contain such data as:
 - i. The number of copies sold (and total sales to date), with a separate line for each Format;
 - ii. The list price or gross net, as applicable;
 - iii. The number of copies in each royalty category printed, bound, and given away in that period.
- b. Publisher shall prepare a statement of account biannually, in accordance with its regular accounting practices during the term of this agreement as outlined in Section 5(b), and shall send these statements, together with payment of the amount due, and regardless of whether there is a payment due. If Author has received any overpayment or is otherwise indebted to Publisher under this Agreement, Publisher may deduct the amount due from any sum due or to become due to Author under this agreement. Any delay in preparing such a statement will be put in writing to Author.

13. Representations and Warranties.

- a. Author represents and warrants that:
 - i. Author owns and has the right to convey all of the rights conveyed herein to Publisher and has the unencumbered right to enter into this Agreement;
 - ii. Author is the sole owner of the copyright in the Work (or of Author's contribution to the Work, as the case may be);

Author's Initials: _____

- iii. The Work or Author's contribution to the Work is original and has not previously been Published in any form, except for:
 - 1. Material of others included in the manuscript with Publisher's consent and the written permission of the copyright owner, or the use of which is a fair use under copyright law;
 - 2. Material that is in the public domain, provided that if more than 10% of the Work is comprised of public domain material, Publisher agrees to its inclusion; or
 - 3. Any material submitted as part of an academic program, including an MFA or other dissertation, that is made available online on the university system or service such as ProQuest.
 - 4. Excerpts of not more than 25% of the Work appearing previously in literary journals, magazines, anthologies, and blog posts.
 - iv. To the best of Author's knowledge, the Work contains nothing that violates any right of privacy, is defamatory, or infringes or otherwise violates any intellectual property or other right of any kind of any person or entity, nor does the Work contain anything that is unlawful or deceptive; and
 - v. All statements in the Work purporting to be facts are true or are based upon reasonable research for accuracy, and any recipe, formula, diagram, table, recommended treatment, dosage, or instruction contained therein, whether textual or illustrative, and whether intended to be informative or instructional, is based upon reasonable research for accuracy.
- b. Publisher represents and warrants that:
- i. Publisher has the full right and ability to enter into this Agreement;
 - ii. It complies with all applicable laws in all jurisdictions in which it does business; and
 - iii. No marketing materials produced by it or other material provided by it in connection with the Work infringes any intellectual property right, is defamatory, or otherwise violates any other right of any kind of any person or entity or contain anything that is unlawful or deceptive.

14. Indemnities.

- a. Author agrees to indemnify and hold harmless Publisher and Publisher's licensees of any edition of the Work against any losses arising out of any claim resulting from a breach of any of Author's above representations and warranties. If a claim is brought against Publisher or one of its sublicensees, Publisher will have the right to defend with counsel of its own choice. Author agrees to cooperate in the defense and will have the

right to participate in the defense at Author's own expense. Publisher shall not settle any claim, demand, action, or proceeding without Author's consent.

- b. Publisher may withhold payments due or to become due to Author under this Agreement pending the final resolution of the claim and/or apply any such payments to the reduction of the obligations of Author to the Indemnitees described in this Section 14. If litigation does not ensue within 12 months after a claim has been asserted, any such monies withheld will be paid to Author.
- c. Publisher agrees to indemnify and hold harmless Author against any losses arising out of any claim resulting from a breach of any of Publisher's above representations and warranties or the acts or omissions by Publisher. Author may, if Author chooses, defend such suit with counsel of Author's own choosing, at Author's own expense; provided that if Author so chooses, Publisher may nonetheless participate in the defense with counsel of its choosing and at its own expense, cooperate in such defense. Author shall not settle any claim, demand, action, or proceeding without Publisher's consent.
- d. Each party shall give the other prompt notice of any suit brought against the first party or its successors, assigns, or licensees alleging facts, which, if proven, would constitute a breach of the warranties in Section 13 (Representations and Warranties). Author and Publisher shall fully cooperate with each other in the defense of any claims. The warranties and indemnities shall survive the termination of this Agreement.

15. Infringement of the Work.

Publisher agrees to use reasonable commercial efforts at its sole expense to enforce the copyright in the Work against online piracy, including, for instance, by using a service to locate infringing copies on the internet and to send takedown notices under Section 512 of the Copyright Act. Author will use reasonable efforts to notify Publisher if Author finds and identifies infringing copies on the internet. If the copyright of the Work is infringed in any manner, Publisher shall consult with Author about proceeding with legal action; and if the parties agree to proceed, the expenses and recoveries, if any, shall be shared equally. If the parties agree not to proceed jointly, then either party shall have the right to prosecute such action individually, and such party shall bear the expenses thereof, and any recoveries shall belong to such party. Each party will notify the other of any infringements coming to its attention.

16. Author's Right to an Audit.

Author has the right, upon reasonable notice to Publisher and during regular business hours, to examine Publisher's books and records relating to sales of the Work. Such examination will be at Author's expense unless: (1) errors in accounting to the disadvantage of Author amounting to 10% or more of the royalties paid to Author are found, and also (2) the cost of examination amounts to less than or equal to the error in accounting, in which case Publisher must reimburse Author for Author's actual costs of such examination, as well as the royalties owed. Upon receipt of Author's notice to audit for the preceding fiscal year, Publisher will have sixty (60) days to provide an audit response. Upon receipt of Author's notice to audit the entirety of the Work's

publication life until the date of the audit request, Publisher will have ninety (90) days to provide an audit response.

17. Revised Editions.

- a. Any edits of the Work submitted to Publisher *before* ninety (90) days have elapsed since the date of publication, Publisher shall, at its discretion, approve the edits, at Publisher's expense.
- b. Any edits of the Work submitted to Publisher on and after the ninetieth (90th) day *after* the date of publication, Author will be responsible for covering all resubmission fees to Publisher's printer and distributor after Publisher's approval of the edits.

18. Author's Property.

Publisher shall not be responsible for loss or damage to any property of Author, unless such loss or destruction is caused by Publisher's own negligence or willful misconduct.

19. Advertising.

- a. No advertising shall appear in Publisher's hardcover, paperback, ebook, or audio editions of the Work without approval from Author, except Publisher or its licensees may publish a listing of Author's other titles, and with respect to any paperback, ebook, or audio edition of the Work, Publisher or its licensees may publish their own "house ads."
- b. Publisher may place or authorize third parties to place advertising in association with the electronic display of pages or excerpts from the Work and other delivery of the Work in digital formats. However, Publisher will, to the extent possible, disable or disallow such advertising upon Author's written request. If Publisher receives any revenue from advertising, such revenue shall be equally split with Author.

20. Author's Editor.

If the editor assigned to Author for the Work leaves Publisher for any reason prior to delivery of the manuscript, Publisher, in consultation with Author, will assign Author another qualified editor as soon as possible. If the work on the manuscript is delayed for any reason due to a change of editor, the Delivery Date may be revised accordingly.

21. Appointment of Agent.

Author may choose to authorize an Agent to collect and receive on behalf of Author all sums of money due under this Agreement, and receipt of such monies by Agent shall be a good and valid discharge of Publisher's obligations to make such payments to Author. Agent shall be authorized and empowered to act on behalf of Author in all matters in any way arising out of this Agreement.

22. Insolvency.

Author's Initials: _____

If Publisher becomes insolvent or fails to pay its debts as they become due, or if it makes an assignment of its assets for the benefit of its creditors or otherwise liquidates its business, this Agreement shall terminate immediately, and all rights granted to Publisher shall automatically revert to Author, subject to the terms of this Agreement.

23. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding regarding this Agreement or the Work shall be brought solely in the California courts in Santa Clara County or Los Angeles County.

24. Multiple Authors.

Whenever the term “Author” refers to more than one person, such persons will be jointly and severally responsible for all duties, obligations, and covenants under this Agreement, and shall share equally in all royalties and other amounts to be paid under this Agreement, unless otherwise specified in writing signed by all Parties.

25. Assignment.

This Agreement is binding upon the parties and the assigns, heirs, executors, successors, or administrators of Author and the assigns and successors of Publisher, but no assignment shall be binding upon either of the parties (and any purported assignment will be null and void) without the written consent of the other. For purposes of clarification, transfers by will or inheritance shall not be deemed an assignment. The foregoing notwithstanding, Publisher shall have the right to authorize or license publication or use of the Work, or to assign this Agreement, in whole or in part, to a parent company, to any subsidiary or affiliated company, or as part of a merger or in connection with the sale of all or substantially all of Publisher’s business or the business of the applicable division.

26. Notices.

Except as otherwise specifically provided in this Agreement, all notices required or permitted to be given shall be in writing and shall be delivered personally, via electronic communications, or sent by registered or certified mail, postage prepaid, with confirmation of delivery, to Publisher or Author at the address for such party given above, or at such other addresses as the parties may designate by written notice.

27. Severability.

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, unenforceable, or void, such decision shall not invalidate or void the remainder of this Agreement. The part or parts of this Agreement held to be invalid, unenforceable, or void shall be deemed to have been deleted from this Agreement.

28. Force Majeure.

Author’s Initials: _____

The Publisher's obligations under this Agreement shall be extended by a period equal to any period of force majeure that prevents the Publisher from performing such obligations:

As used here, "force majeure" means and includes, without limitation, acts of God, fire, war, earthquake, strike, lockout, labor controversy, civil commotion, acts or restrictions of any government or governmental agencies, judicial orders, shortages or interruptions of facilities or material supply, and any other circumstances beyond Publisher's reasonable control. Publisher will not be responsible for any delays caused by force majeure; and the time for the performance of its obligations will be postponed and the term hereof will be extended for a period of time equal to the period of any delays caused by force majeure, provided, however, that if any force majeure lasts longer than 6 (six) months, Author may terminate this Agreement by giving written notice to Publisher, in which case, all rights granted under this Agreement will revert to Author.

29. Arbitration.

If any dispute shall arise between Author and Publisher regarding this Agreement, the Publisher and Author will first attempt to resolve such dispute through mediation, and, if that fails, such dispute shall be referred to binding private arbitration in Santa Clara County or Los Angeles County, California. Any arbitration award shall be fully enforceable as a judgment in any court of competent jurisdiction.

30. Full Agreement.

This Agreement constitutes the full understanding of the Parties and supersedes all prior agreements, whether written or oral, with respect to the Work. No modification of this Agreement shall be binding unless made in writing signed by both Parties.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

AUTHOR:

PUBLISHER:

Sampaguita Press LLC

[Redacted]

Full Name

[Redacted]

Telephone Number

Telephone Number

SampaguitaPress@gmail.com

Author's Initials: _____

Email Address

Email Address

Signature

Director on behalf of Sampaguita Press
Signature

Date of Signature

Date of Signature

Author's Initials: _____