

**Liquid Silver Books**  
**Terran Realm Author's Contract**

This contract is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
between Liquid Silver Books, Imprint of Atlantic Bridge Publishing (hereafter known as  
"Publisher") located at 10509 Sedgegrass Dr., Indianapolis, Indiana 46235 and  
\_\_\_\_\_ (hereafter known as "Author") of  
\_\_\_\_\_  
concerning a work(s) presently known as \_\_\_\_\_  
(hereafter known as "Work").

The Contract is considered legal and binding in all countries. If there is any legal dispute,  
the laws of the state of Indiana, USA shall apply.

**I. General Terms**

- A. The Author by signing this contract acknowledges that the Terran Realm is the intellectual property created by Monette Draper (hereinafter known as "Licensor") and licensed to the Publisher under a separate agreement.
- B. The Author agrees to abide by the protocols of the Terran Realm shared universe, featured in Appendix A, and the Submission Guidelines, featured in Appendix B, both of which are incorporated herein and made a part of this Contract by reference, in the writing of the Work. Failure to abide by the protocols and guidelines will be considered a breach of this agreement and the Work will not be considered to be publishable. The final say-so in whether the Work meets the Terran Realm protocols and guidelines rests in the editorial staff of the Publisher.
- C. The Author further acknowledges that this contract is a **"for-hire" contract** and all copyright in the Work becomes the property of the Publisher unless released back to the Author under Paragraph IV, Term of Contract/Reversion of Rights, of this Contract.
- D. If or when the rights in the Work are released back to the Author, the Author agrees to remove all Terran Realm elements before submitting the Work elsewhere. This removal could include changing character names and settings and eliminating all reference to Terran Realm world elements and other Terran Realm characters by the names used in the Terran Realm versions of any of the novels, novellas or short stories published by Liquid Silver Books. The right to pursue a violation of this agreement to remove all Terran Realm elements, rests in both Liquid Silver Books during the term of its license with Licensor and in Licensor solely after said license has ended. This right is grounded in both state laws governing unfair competition and the federal Lanham Act, which prohibits "false designations of origin, false descriptions, and dilution."

**II. Author Representations**

The Author hereby represents and warrants to the Publisher that:

- A. The Work is free and clear of any counts of libel, plagiarism, breach of privacy or misrepresentation of facts.
- B. The Work does not infringe upon any copyright or proprietary right, common law or statutory law, and does not contain any material of libelous nature.
- C. The Work is not in the public domain and the Author is the sole creator and copyright holder of the Work with full power to enter into this contract.
- D. The Work shall not have been published in whole or part. The Work has been specifically created for the Terran Realm line of books of the Publisher.
- E. The Author releases Publisher from any responsibilities relating to any legal actions incurred by the contents of the Work or the Author.
- F. The Author is of legal age and competence to enter a binding contract.
- G. These representations are true on the date of the signing of this contract.

### **III. Grantor of Rights**

- A. The Author, on behalf of himself/herself and his/her heirs, executors, administrators, **successors and assignees grants all rights to the Publisher.**

If the Work goes into print, a written addendum to this contract will be issued and signed by both parties and become a part of this agreement.

### **IV. Term of Contract/Reversion of Rights**

- A. Contract shall be in force from the date it is signed by all parties until the Publisher either closes for business or terminates the Terran Realm line of books.
- B. Upon the close of business, the sale of LSB/AB, or the termination of the Terran Realm line, whichever occurs first, all rights in the Work shall revert to the Author. The Author is restricted from republishing the Work “as is,” and may only republish by removing all Terran Realm elements from the Work. Such elements may include, but are not limited to:
  - 1. Character names in the Author’s particular story;
  - 2. Terran Realm shared universe elements outlined in Appendix A;
  - 3. Other Terran Realm authors’ character names unless the Author has express permission to use said names from the author in question; and
  - 4. Any other intellectual property rights protected by state or federal laws.

All art work remains the property of Liquid Silver Books and/or the artists’ who created it. All trademarks and Terran Realm intellectual property remains the property of Licensor.

C. During the term of the contract, the Work will not be said to be out of print.

## **V. Manuscript Preparation and Delivery**

A. Author and Publisher agree to process the work in a timely fashion related to industry standards, while allowing flexibility for exceptional circumstances, e.g., personal crises. Final edits should be available within a maximum of four months, beyond that requires explanation and negotiation of extension. Failure to provide a reasonable explanation can constitute breach of contract.

B. Upon delivery of the acceptable, final revision of the manuscript, Publisher will make the Work available for sale. An acceptable, final revision of the manuscript is defined as one that meets the specifically contracted needs of the Publisher for the Terran Realm shared universe. The Publisher has the sole final say in whether the Work meets those contracted needs.

C. Publisher will not be held liable for lost manuscripts. Author should always keep a backup copy.

D. The Publisher will obtain appropriate ISBNs for the Work.

## **VI. Royalties**

A. Publisher will set the retail price of the Work.

B. Publisher agrees to pay to the Author \$100.00 upon the receipt of a final, approved manuscript of the Work. This money is in consideration for the signing of this “for-hire” contract and shall not be offset against future royalties.

C. The Author shall receive a 34% royalty on the retail download price in United States dollars (USD) on sales of the Work sold through the Publisher's website. The Publisher has the right to contract with third-party distributors, bookstores, vendors, organizations and or outlets of electronic books to sell the Work in association with the Publisher's name. For all sales through these outlets, the Author will be compensated at the same royalty rate on the net revenue received from the outlet.

D. The Publisher reserves the right to adjust the price of the Work as the market warrants.

E. Royalties shall be calculated and paid no later than thirty (30) days following the end of each calendar quarter for sales from Publisher’s website during that quarter. Royalties shall be paid by check, unless previous arrangements are made with the author. Payment arrangements, mutually agreed upon by the Publisher and the Author, shall be made for payment of royalties to Author if he/she resides outside the USA.

F. Royalties will be paid to Author contingent on payment received from distributors, and no later than thirty (30) days after such receipt. In most cases, distributors pay Publishers every sixty to ninety days for sales through their channels during those time frames.

G. The Author is responsible for paying his/her own taxes on all royalty payments received from Publisher and is advised to keep accurate records for tax purposes. A 1099 Misc form will be sent to the author if royalties are \$10 or above for the calendar year.

H. If the Publisher issues the Work in print under an exercised Option via print-on-demand, Author will be paid royalty of 30% of net revenue.

## **VII. Marketing and Promotion**

A. The Author shall provide the Publisher with biographical information, a photo (if author desires), and a suggested blurb for the Work for use on Publisher's website. Author agrees to give Publisher the right to use the Author's name, likeness, title of work and biographical material for publishing, advertising and promoting the Work. Publisher reserves the right to edit or rewrite the blurb submitted by Author.

B. Cover art will be provided by Publisher. Author will usually receive significant input into the initial cover design specifications.

C. Publisher reserves final approval of art. All art rights remain with the artist unless the artist assigns them.

D. Author agrees to self-promote the Work to the best of his/her ability. If Author has his/her own website, the Work must be linked to the Publisher's website. Considering that the Terran Realm is the joint proprietary property of the Publisher and Licensor, the Author will consult with Publisher to ensure proper use of Publisher's name and/or other information with any promotional material the Author generates.

E. Author may use up to 3 chapters to post on his/her website or to give away as "teasers" to promote the work provided it includes a link to Liquid Silver Books.

F. Publisher will send out the work for review to no less than three review sites—Publisher will make an up-to-date list of these sites available to Author. Author is encouraged to solicit reviews from other review sites.

G. Publisher will provide Author with electronic files in all published formats for Author promotional purposes.

H. Author may not sell the Work without prior permission from Publisher, and Author should keep a record of all such sales and provide same to Publisher on request.

I. Publisher reserves the right to adopt any and all legal and ethical marketing initiatives while selling the Work. These could include, among many others, price adjustments,

special offers, contests, bundling with other Works, and third-party distribution agreements.

### **VIII. Termination/Audit**

A. "Liquid Silver Books", imprint of "Atlantic Bridge" may at any time sell itself, or the majority of itself, its holdings, or licenses. Such a sale would terminate the Terran Realm line of books and the Publisher's license, thus ending the contract with the Author. Upon such an occurrence, Paragraph IV, *supra*, would then become effective. All monies due and owing to the Author at the time of said termination would be paid as expeditiously as possible.

B. Bankruptcy: If "Atlantic Bridge" is legally judged bankrupt or liquidates its business, this Contract shall be terminated immediately and all rights granted to "Atlantic Bridge" and "Liquid Silver Books" shall be terminated and Paragraph IV, *supra*, would become effective.

C. Audit: The Author may, with reasonable notice, assign and designate a representative to examine the Publisher's records as they relate to the Work. Such examination shall be at the Author's expense unless errors are found in excess of 5% of royalties in the Author's favor; in which case, the Publisher shall then defray all usual, customary, and reasonable charges for such audit. The Publisher shall pay the Author any sums due within thirty (30) days.

### **IX. Breach Of Contract**

A. Upon breach of contract by either party, all rights to the original Work as submitted to publisher will revert to the Author, subject to the proprietary and intellectual property rights outlined in this Agreement, most specifically in Paragraphs I & IV, *supra*. These clauses, by definition, shall survive the breach of contract and termination of this agreement.

B. Breach of contract requires 90-day written notice.

C. Author may wish to retain art work for the Work and can make additional arrangements for payment of licensure of said art with the artist, who holds copyright to the art.

### **X. Entire Agreement**

This Contract hereby constitutes the entire agreement between Author and Publisher and supersedes all previous agreements regarding the Work, whether oral or in writing. Modification of this contract may only occur in writing, signed by both parties.

Author's Real Name: \_\_\_\_\_

Pseudonym (if any): \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Website URL: \_\_\_\_\_

Title of Work: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Author's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Liquid Silver Books Signature: Linda Eberharter Date: \_\_\_\_\_