



**VERVANTE CORPORATION
BOOK PUBLISHING AGREEMENT**

- 1. BOOK PRICING:** The Author determines the retail price. Vervante will provide the Author with a base cost which is based on the book specs: page count, page size, binding type, printing in black & white, color or both, print method and print run length.
- 2. AUTHOR'S ROYALTIES:** Author may determine to sell books through retail or wholesale channels offered by Vervante. Royalties are paid based on the statement page located Author's account.
- 3. WARRANTIES:** The Author represents 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 and that the Work, if fiction, represents no real event or person(s) that could in any way be deemed libelous and that, if nonfiction, does not misstate or omit any fact which would libel any person(s) or result in a person(s) being placed in a false or damaging light; and that the Work does not infringe the copyright, trademark or privacy of any third party; and 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.
- 4. RIGHTS TO YOUR WORK:** The Author acknowledges and agrees that Vervante acquires no right of ownership to the Work under this Agreement; that Vervante is a provider of limited services only and assumes no responsibility for reviewing or correcting the content of the Work. Vervante will return to the author, upon request, the digital files used to produce the final work.
- 5. INDEMNITIES:** The Author agrees to indemnify, defend and hold harmless Vervante, its employees, shareholders, directors, partners, representatives, successors and assigns of, from any and all manner of claims, liabilities, damages, losses, expenses (including attorney's fees), awards, and judgments resulting from claims of third parties regarding ownership, libel, slander, plagiarism, privacy violations, copyright infringement, misappropriation, and similar claims arising from publication of the Work. Vervante may be represented in any proceeding by counsel of its choice; the Author may retain additional counsel at his or her own expense.
- 6. TERMS AND EXCLUSIVITY:** This Agreement is non-exclusive, the Author retains the copyright for this Work and may enter into other publishing agreements. Either party has the option to terminate the Agreement at any time, with or without cause. If the Agreement is terminated by the Author prior to publication, publishing fees less any fees for pre or post publication services such as page layout or any add-on service already fulfilled, will be refunded (or applied against any outstanding amounts in the Author's account.) If the Agreement is terminated by Vervante, all publishing fees will be refunded in full (or applied against any outstanding amounts in the Author's account). Publication fees are defined as those fees directly associated with disk and/or paper manuscript submission. Fees related to other pre or post publication services, such as data entry, corrections, cover design, image processing, or book sales, are not refundable. Fees for the publication of subsequent editions of the Work are not refundable. If the Agreement is terminated by Vervante due to a breach of Agreement by Author, no fees shall be refunded.
- 7. NOTICES:** All notices to Vervante must be sent in writing to its office at 224 South Main Street, STE 202, Springville, Utah 84663. All notices to the Author shall be in writing to the address specified by the Author.
- 8. AGREEMENT:** This written Contract contains the sole and entire Agreement between the parties and shall supersede 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.
- 9. LAW & VENUE:** The laws of the State of Utah shall govern this Agreement. 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 Utah. 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.



If you have any questions or concerns with the terms of this agreement, please contact us by email at info@vervante.com or by phone at 1-714-969-7243.