



Poetry Publication Contract

Sundress Publications (hereafter referred to as “the publisher”) agrees to the following in regards to the publication of [TITLE] (hereafter referred to as “the book”) by [AUTHOR] (hereafter referred to as “the author”):

Grant of Rights

1. The publisher will retain exclusive print and electronic publishing rights to the manuscript as a whole for whichever is shorter, as long as the book is in print or until seven years have passed since publication. After this documented time, publishing rights will revert back to the author.
2. If applicable, the publisher acknowledges the rights of the author to submit individual poems for future publication in other works such as but not limited to journals, periodicals, and anthologies as they may wish.

Final Form of Manuscript

The author agrees that if they do not turn in the manuscript in final form within nine months of the signing of this contract, or refuses to answer inquiries, then the publisher is no longer bound to publish the book.

Author Warranties

The author agrees and guarantees that:

1. *Infringement:* The author is the sole proprietor of said work, and that all rights belong to the author before publication. The author agrees that the book in no way infringes upon any copyright of said manuscript or any third party rights where appropriate. The author agrees that they have full possession of rights of this book.
2. *Plagiarism:* The book is one hundred percent original. The author agrees that no portion of the manuscript has been published by anyone else without the proper citations, i.e. quotes of other authors, etc.

3. *Injury*: Nothing contained in this book should be detrimental to the user.

4. *Libel*: Nothing contained in this book is defamatory or obscene.

5. *Privacy*: The book does not encroach upon the privacy of another.

Royalties

1. The publisher will receive 100% of all revenue until the initial cost of the publishing, printing, and shipping fees (valued at \$750.00) is earned from the book.

2. Afterward, the author will receive 50% of print sales from authorized Ingram retailers (Amazon, Barnes and Noble, independent book stores, etc.) as royalties.

3. Also after #1, above, is fulfilled, the author will receive 50% of the royalties received on e-reader copies of the book (such as through Kindle sales, Kobo sales, etc.).

4. Direct sales of the book by the author are not subject to royalties; the author will retain all revenue.

5. Direct sales of the book by the publisher—at conferences or on the publisher's website—are not subject to royalties; the publisher will retain all revenue. This revenue will count towards the initial revenue needed to recoup the costs of publication.

6. The publisher will distribute royalties to the author a minimum of once per calendar year.

Author Copies

1. The publisher will furnish the author with a minimum of twenty-five (25) copies of the book and agrees to offer additional copies at cost plus shipping.

Cover Art

1. The publisher will cover the cost up to \$100 for rights to art; art priced above said price will be the responsibility of the author.

2. The publisher will consult the author about the cover art and will allow for final approval.

Promotion and Book-Related Matters

1. The author agrees that the publisher has a right of their name and likeness for promotional purposes.

2. The publisher will assist in promotion of the book and offer a minimum of ten (10) review/contest copies upon request by journal/press/contest.

3. The publisher agrees to maintain communication with the author regarding any book-related matters.

Additional refinements of and addenda to the terms of this contract may be made only after discussion, negotiation, and mutual agreement.

Timely Communication

1. The author agrees to remain in regular communication with the publisher and to respond to all messages from same within seven business days.
2. If the author fails to respond to requests for final approval of the book interior or the book cover or does not respond to same within 30 days, the publisher has the right to move forward and publish the book without approval.

Public Representation

In signing this contract, both the author and the publisher enter into a relationship in which each acts, in limited capacity, as the other's representative: the author becomes a representative for Sundress in the literary community, and Sundress professionally represents and labors to promote the book on behalf of the author. The author agrees, by signing this contract, to emulate the publisher's values as expressed in Sundress's mission statement, as well as the publisher's general commitment to diversity, inclusivity, cultural interchange, and respect for all individuals who are part of the literary community.

If the author behaves or speaks publicly—or is publicly revealed to have behaved or spoken, even in private—in ways that contradict these expressed values of the publisher, then the author ceases to be a viable representative of Sundress, and by association has begun to damage the professional reputations of its collective, as well as the reputations, respectively, of its individual authors and editors. In such cases, the publisher reserves the right to terminate this contract, and to immediately cease representation of both the author and the book. In such contexts, the publisher reserves the right to terminate this publication agreement and to elect not to publish the book at all; the publisher also reserves the right to remove any and all published work by the author from catalogue, both in print and online. The publisher may also cease any and all other forms of representation of the author and/or the book at the publisher's discretion.

Signatures

Publisher

Author

Date

Date