

Blysster Press

A new kind of publisher for a new kind of world.

Agreement and Info Packet

This is a legally binding contract. Please read carefully. Please initial each page.

Congratulations! You have been offered this publishing opportunity because Blysster Press believes your manuscript, story, poem, or idea is unique and marketable. We believe you are a capable author who is eager to both learn from and share with others. We believe you are an open-minded free-thinker that is not afraid of questioning "the way" or ruffling a few feathers with your ideas. We believe you understand what "community" really means, and that you are strong enough to help bring power back to the authors. We believe you ARE Blysster Press. Welcome aboard!

The contract is a long, dry read, but it covers everything all in one spot so you know what to expect from us, what your options are, and the truth about publishing that greedy big houses and unscrupulous vanity presses don't want you to know. We've gone into so much detail in this contract/info packet because we believe that no part of the publishing process should be a mystery. We believe that armed with knowledge, you, the author, can make the best choice for *your* work. We believe in honesty and integrity, and will never try to trick you or sneak something past you. There are no vague statements which leave room for misinterpretation or for you to be taken advantage of. Our long, boring contract spells it all out in black and white, including costs (both estimated and actual) so there are no secrets. If you have any questions, don't sign! Contact Blysster Press and we will do our best to answer your questions.

This is NOT a self-publishing contract. This is NOT a vanity press contract. This is a contract for TRUE publication, just done differently than any other publishing house.

This contract (the "Agreement") is made and entered on _____

by and between Charity Becker/Blysster Press ("Publisher")

and _____ ("Client")

(collectively referred to as the "Parties"). The Parties agree as follows:

1. **SERVICES:** This Agreement covers the specific project of _____.

GOALS: Publisher is responsible for guiding the Client in the preparation and publication of the project listed in this contract. Client has the right to be as involved as they choose and to direct the Publisher in their duties in order to produce the Book the way the Client envisions. In addition, the secondary goal of the Publisher is to educate the Client on the process and costs of publication and to assist in navigating the literary world so they will not be taken advantage of should they choose

to step out from under the protection of Blysser Press at a later date. Specific duties are explained below.

Publisher will provide basic editing services which will point out spelling and grammar errors, and may make suggestions as to the content and/or layout of the project—but no changes will be made by the Publisher. It is the Client's duty to reject suggestions or accept and implement the suggestions and then resubmit the manuscript. This service is FREE of charge. *A1 & A2

Publisher will assign the project an ISBN which will bear the name of the publisher as Blysser Press and the Author as the Client (Client retains ALL rights to the work, see below.) Publisher will handle all paperwork, registrations, information, etc that goes along with the ISBN. *A3 & A4

Publisher will register the finished project with Books in Print, Ingram, Lightning Source (the "Printer"), Bowkers, and the Library of Congress (if applicable.) Publisher will be responsible for all communication with the above listed agencies, and will be responsible for providing the proper information to each entity for so long as the Client chooses to stay with Publisher. This service is FREE of charge except as noted in *A5

Publisher will list the finished project (the "Book") with Amazon.com and Barnes and Noble, and will make the Book available to all book retailers, wholesalers, and libraries, worldwide (if applicable and within reason.) Publisher will provide the appropriate information, registrations, images, clips, etc for each of the listed entities for as long as the Client chooses to stay with Publisher. This service is FREE of charge. (Client has the right to request listing with any additional entities, and understands they will be responsible for any costs associated with that listing.)

Publisher will provide guidance for promotion and sales, and will make a good faith effort to help Client with any efforts they choose to make on their own, in addition to what Publisher is already doing. This includes website suggestions (and basic guidance on how to obtain and or design one), Facebook, Twitter, and other social networking advice and guidance (and basic help for setting these up.) This service is FREE of charge.

Publisher will promote Client's Books on the Blysser Press website and social networking sites, and will include the Client's Book in the Blysser Press online store. This service is FREE of charge. *A6

Publisher will provide promotional assistance via one or more of the Publisher's dedicated PR personnel. Basic services include inclusion in mailing lists, mention/links on websites and social networking, display of artwork and or book snippets online and or in person, assistance with setting up book signings, interviews, and events. Basic services are FREE of charge, but each of the PR people may be hired for more detailed work on an outside contractor basis. That deal would be between the Client and the chosen contractor, and not Blysser Press.

Publisher may include advanced promotional materials such as videos, short promo movies, commercials, etc. FREE of charge, but is not required to do so. However, Publisher may be able to assist the Client in selecting suitable outside professionals in those fields should Client choose to use those services.

Publisher will use Client's artwork and text to create a cover using a custom template with exact measurements provided by the Printer. This service is FREE of charge. *A7 & A8

Publisher will provide basic typesetting of the interior of the Book. This service is FREE of charge.
*A9

Publisher will help the Client set a price for the Book, and will explain the options available for pricing (ie wholesale discount, returns/destroy, etc.) This service is FREE of charge.

Publisher will make Client's book available for purchase by Client at cost. "Cost" includes printing cost, shipping, and any handling charges and or fees. Depending on the size of the book this cost is usually between \$3 and \$8 per book. Publisher will inform Client of the actual costs and if there are any printer sales/discounts going on at the time which would help lower those costs. Publisher can order books at ANY time, no minimums required. This service is FREE of charge. *A10

A. EXTRA SERVICES & DETAILED EXPLANATIONS: Extra Services are any services that fall outside the realm of this contract. These are services an author would normally pay for before submitting a manuscript to a publishing house. Instead of expecting authors to find help elsewhere on their own, Blyster Press offers certain Extra Services for a fraction of the industry standard. Such services include, but are not limited to: Detailed Line Editing; Ghost Writing; Custom Typesetting; Artwork; Custom Cover Design; Guide services (if Client chooses to breach contract but still needs help with project); Hands-on Distribution and Inventory Handling. Client may ask for additional services and they will be considered on a case by case basis.

If Client needs Extra Services, Publisher can provide said services for a separate cost (and with a separate Agreement) or Publisher can help Client locate and choose an outside provider of said Extra Services. If Client hires another person or entity other than Charity Becker or her Agents (listed here if applicable), Publisher cannot be held responsible for the quality of work done by the outside person or entity, or the price paid by the Client. Publisher can only be held responsible for work done by Charity Becker or her authorized Agents with an official Blyster Press Extra Services contract signed by Charity Becker, the Client, and the Agent.

A1: Client understands that this is not a "line-edit" nor a "ghost writing" ("Extra Services") agreement.

A2: Publisher will NOT publish any manuscript they believe is not ready for publication. Publisher has sole discretion as to what is "ready for publication" under Blyster Press quality standards, and reserves the right to request revisions or reject the manuscript and void the contract.

A3: ISBN shall be paid by Client for \$30 which includes the Publisher's discounted cost of the ISBN, plus tax and fees such as Paypal or bank fees.

A4: Alternately, Client may purchase an individually owned ISBN directly from Bowkers for the full price of \$125 (price subject to change) <https://www.myidentifiers.com> Client understands that purchase and use of an individually owned ISBN marks Client as a "Self Published" author and they will forfeit their rights and protection under Publisher, and this contract will be considered breached. If Client chooses to purchase their own ISBN, Publisher cannot be held responsible for the ISBN information, registration, or any other aspect of ISBN ownership, and therefore cannot be held responsible for registration with Bowkers, Books in Print, or any of the other duties listed in this contract because it will be considered breached. To be clear: If Client purchases and uses their own ISBN, they will NOT appear as an officially published book under Blyster Press, they will be considered Self Published, and any benefits of being published under Blyster Press will be forfeited. Client will have the option to hire Publisher as a "Guide" instead which will require a new contract as stated in EXTRA SERVICES.

A5: Lightning Source (the Printer) charges a "Set Up" fee of approximately \$80, plus a galley proof fee of \$30 (which includes next day air delivery of the galley proof to the author's or Publisher's door) and a yearly catalog fee of \$12. These costs (and any taxes or associated fees) are the responsibility of the Client. These costs will be explained and invoiced to the Client BEFORE the project is submitted to the Printer, and the Client has the right to refuse these costs which will be considered a breach of contract, at which point the Client has the option of contracting Publisher as a Guide to help with the rest of the publication process, and they will be considered Self Published and no longer an officially published author under Blyssster Press.

A6: Any orders made via the Blyssster Press store will be forwarded to the Client to fulfill, unless a Distributor contract is signed by both parties.

A7: Client MUST own all copyrights to all images and text used on the cover and inside the book. Publisher cannot be held responsible for copyright infringement.

A8: Client has the option of contracting Publisher or an outside artist to create the art and or design the cover layout of the book, but the final cover MUST be done by the Publisher to the exact dimensions provided by the Printer. It is the responsibility of the Client to provide all needed material.

A9: Typesetting is a time-consuming and difficult task and therefore only basic typesetting is included in this contract by way of a template provided by the Publisher and instructions on how to use it. The template includes settings for all four margins, specific book size, and setting of standard headers and footers, including basic/simple page numbers and space for the author's name and title of the Book. Client can contract Publisher or outside entity for custom Typesetting if they so choose, but Publisher encourages Client to learn how to do it.

A10: Publisher requires that all payments be made via Paypal. Client understands that any and all Paypal fees, taxes, or other fees will be added to the Client's invoice or taken out of profits, whichever Client prefers and Publisher agrees to.

2. COMPENSATION:

The bulk of the work Publisher does for the Client is done FREE of charge and without ANY compensation what-so-ever, not even a cut of the profits. The Publisher doesn't "get" anything out of publishing books for others. In essence, Publisher is VOLUNTEERING time, resources, and experience and getting no monetary compensation unless Client chooses to hire Publisher for Extra Services.

Because Publisher makes no money off the sale of the books, nor collects compensation for the work listed in this contract, Client understands that he/she is responsible for all actual costs associated with the publication of the book (outlined in this contract), which should not exceed \$300. Any Extra Services by Publisher, requested by the Client, shall be charged a discounted rate from the industry standard, or Publisher will help Client select a suitable outside person or entity to complete said services. Each Client is different and so has different needs. A custom contract will be made for each client based on their needs or desires.

We do NOT force Clients to choose from a limited number of "packages". Our Extra Services are on an as-needed and personal basis. Clients are NEVER required to order any Extra Services at any time. Publisher will always offer to teach the Client how to do something on their own BEFORE accepting a contract for Extra Services.

Publisher makes no money off the sale of Client's books so long as Client or outside sellers (Amazon, Barnes & Nobles, etc) are responsible for order fulfillment (packaging, shipping, and inventory control.) Publisher does not make a profit off the sales of their Clients' books sold

through major retailers, but if a sale is made via major retailers, Publisher will be sent the sales information and once the profit reaches the seller's set amount (this number varies) the seller will send the profits to Publisher and Publisher will forward the profits on to the Client without taking a cut. Client understands that all sellers take a cut of profits and so earnings won't be fantastic on just one or two books sold exclusively through outside sellers & major retailers. All royalties will be paid via Paypal or other online financial institution of Publisher's choice. Client understands that all Paypal fees will be the Client's responsibility.

Client understands that he/she is responsible for reporting income and covering taxes. Publisher will report to the IRS all royalties and expenses.

3. **INDEPENDENT CONTRACTOR.** Publisher is an independent contractor and **not** an employee of the Client, and, unless otherwise stated in this Agreement, is not entitled to any of the benefits normally provided to the employees of Client. Nor is the Client the employee of the Publisher, and so is not entitled to any of the benefits normally provided to the employees of Publisher.
4. **CONFIDENTIALITY:** Publisher acknowledges that he/she may have access to Client's confidential and proprietary information. Such confidential information may include, without limitation: i) business and financial information, ii) business methods and practices, iii) technologies and technological strategies, iv) marketing strategies and v) other such information as Client may designate as confidential ("Confidential Information"). Publisher agrees to not disclose to any other person (unless required by law) or use for personal gain any Confidential Information at any time during or after the term of this Agreement, unless Client grants express, written consent of such a disclosure. In addition, Publisher will use his/her best efforts to prevent any such disclosure. Confidential Information will not include information that is in the public domain, unless such information falls into the public domain through Publisher's unauthorized actions.
5. **OWNERSHIP and COPYRIGHT:** Client owns and maintains worldwide rights to all artwork and content from the book(s) but grants the Publisher non-exclusive, worldwide publication rights in both print and eBook format unless otherwise stated in this contract. Publisher is granted worldwide, non-exclusive rights to use Client's artwork and or content for advertising, promotion, use on the world wide web, and in Publisher's portfolio (if applicable.) Upon contract termination, Publisher retains these rights for use within Publisher's portfolio (online and off) but NOT to continue publishing or selling the work on behalf of the Client.
6. **ENDING THE CONTRACT:** Either Party may end this contract at any time, for any reason.

If this contract is breached due to the actions and or choices of the Client, a new contract will need to be drawn up and signed by both parties before any further work is completed. If this contract is breached by the Client, and no other contract is signed by both parties within 7 days, Publisher will be considered a "Temporary Guide" and shall be entitled to compensation for all work already completed at the rate of \$2 a page for basic and Extra Services line-editing, \$2 per page for basic and Extra Services typesetting, and \$40 per hour for artwork, cover design, and or interior art/graphics. If an ISBN has already been assigned and registered, Client forfeits that ISBN and all money paid toward it (because once it is registered it cannot be un-registered, and since it is in the name of Blysser Press, it CANNOT be used for a Self Published work.) If the Client ends this contract after the title Set Up fee has been paid to the Printer and/or the Galley Proof has been ordered/paid for, Client forfeits his/her right to those items and cannot be refunded because once the title is set up it CANNOT be removed. Both the ISBN and all items/services provided by Lightning Source or Bowkers are out of Publisher's hands and therefore cannot be refunded should this contract be breached or voided.

If Client ends the contract, Publisher will be entitled to compensation as a Guide for work already completed and as listed above. If Publisher ends the contract for any reason other than non-payment, Publisher will not be entitled to ANY compensation for any work already completed (except artwork), and Client will be free to use any work done by Publisher (except artwork) for the project listed here. A separate contract must be signed regarding Artwork, which is considered "Extra Services."

If Client chooses to end this contract, he/she must notify Publisher in writing (email will suffice) and Publisher has 30 days to remove Client's books from Publisher's store and or website. Publisher will contact the Printer and inform them that the Book is no longer in print and that they should not fill any other orders. Publisher has no control over how long it takes individual entities to complete the removal of Client's Book and cannot be held responsible for slow or delayed removal by third parties (ie sellers, distributors, etc.) Client understands that if Publisher was contracted as a distributor, and they still have any physical copies of Client's books in stock, Client must either purchase those books from Publisher or allow Publisher to sell the remaining stock to recover any money spent to obtain said stock, but Publisher may NOT sell the stock for a profit unless the profit goes directly to the Client.

7. **CUMULATIVE RIGHTS:** The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.
8. **WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
9. **SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by a Washington State court, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
10. **BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.
11. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of WASHINGTON, Kitsap County.
12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Client and Publisher. And additions or changes to this Agreement must be signed by both parties. If any such additional item changes something already listed in this Agreement, it must be noted on the Addendum/Contract/Agreement. If at any time the new agreement/addendum/contract is found to be invalid/unlawful/or is breached, this original contract and all of its parts shall be considered valid and enforceable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

PUBLISHER:

CLIENT:

Signature

Charity Becker / Blyster Press

Signature

Name (please print)

Title (if applicable)

Address, Phone, Email