

# 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.**

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/artist 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 and self-publishing scams **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 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. Estimated costs are provided as a courtesy; for current pricing, please contact appropriate entity. 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, traditional publication, just done differently than people are used to.**

---

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 \_\_\_\_\_

---

(If this is a re-sign of an older contract and you have multiple books already published under Blysster Press,

you may add them ALL to this one contract.)

**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 within the capabilities and guidelines of Blyssster Press. In addition, the Publisher shall attempt to educate the Client on the process and costs of publication and 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 Blyssster Press at a later date. Specific duties are explained below.

Publisher will provide first looks basic editing services at the start of this process which will point out spelling and grammar errors, and may include 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 Blyssster Press and the Author as the Client (Client retains ALL rights to the work, see copyright/ownership section below.) Publisher will handle all paperwork/registrations for ISBN. \*A3 & A4

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

Publisher will make the print 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 and Publisher chooses to keep Client's book in the Blyssster library. Client must provide specific wording, information, correct registration info, images, clips, promotional materials, etc. and Publisher will pass this on to the appropriate entities. 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. Ebooks are listed on the Blyssster Press site, but Client is responsible for uploading and listing ebooks with specific distributors.)

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, 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 Blyssster Press website and social networking sites, and will include the Client's Book (print and ebook) in the Blyssster Press online store. This service is FREE of charge. \*A6

Publisher will provide basic promotional assistance via one or more of the Publisher's Agents and/or dedicated PR personnel. Basic services include inclusion in mailing lists, mention/links on websites/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 and Agents 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 Blyssster Press.

Publisher may include advanced promotional materials such as videos, short promo movies, commercials, etc. 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 provide a template for Client's book cover. Client is responsible for obtaining artwork and text to create the cover. Client must use the Publisher-provided custom template which includes the 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 Publisher's 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 \$10 per book. Publisher will inform Client of the actual costs and if there are any printer or shipping 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 for consideration. Instead of expecting authors to find help elsewhere on their own, Blyssster Press offers certain Extra Services for a small fee, discounted from regular rates given to non-Blyssster Press authors. Such services include, but are not limited to: Detailed Line Editing; Deep Edits; 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 services for a separate cost (and with a separate Agreement) or Publisher can help Client locate and choose an outside provider of similar Extra Services. If Client hires another person or entity other than Blyssster Press or their 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 Blyssster Press or authorized Agents with an official Blyssster Press Extra Services contract signed by Charity Becker, the Client, and the Agent.

**A1:** Client understands that first looks basic edits (basic edit) are not considered a "line-edit" nor a "ghost writing" nor a "deep edit" (Extra Services) agreement. First looks basic editing is typically done on the first 1-5 pages, but the Publisher may choose to edit further at their discretion. Basic editing is yellow highlights and/or short footnotes only, all within the manuscript and delivered via email to the Client. Use of any other colors indicates a Deep Edit, Line Edit, Typesetting, or other Extra Services were given at the discretion of the Publisher and with no expectation of payment for first looks only. Unless this contract is breached, these first edits, no matter the degree of difficulty, are free of charge and at the

Publisher's discretion. Should the contract be breached by the Client, any Extra Services within the first pages during the first looks cannot be charged the Extra Services fees. Any Extra Services done past the first looks may be charged the Extra Services fees, as detailed below. It is the Client's responsibility to research, study, and know the rules of writing and to provide a high-quality manuscript. The basic edit will highlight any areas where the Client needs to focus in order to polish the work and bring it up to Blyssster Press publication standards. Refusal or failure to edit/polish/correct the manuscript will be considered a breach of contract.

**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 Blyssster Press quality standards, and reserves the right to request revisions or reject the manuscript and/or consider the contract breached if Client refuses to bring the manuscript up to Publisher's standards. Refusal to comply with Publisher standards or give a good faith effort to comply may be considered a breach of contract.

**A3:** ISBN shall be paid by Client to Publisher for \$30 which includes the Publisher's discounted cost of the ISBN, plus tax and fees such as Paypal or bank fees and accounting costs. Publisher pays the ISBN fee to Bowkers to buy the ISBN on behalf of the Client. Client must provide all relevant information in a timely manner in order for the Publisher to submit the information to the appropriate entities. Failure or refusal to provide accurate, quality information to the Publisher will delay the publication process and may be considered a breach of contract.

**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 or Book information, and therefore cannot be held responsible for registration with Bowkers, Books in Print, or any of the other duties listed in this contract. To be clear: If Client uses their own ISBN it will be considered a breach of contract, they will NOT appear as an officially published book under Blyssster Press, they will be considered Self Published or vanity published, and any benefits of being published under Blyssster 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. Any work done up to the point of breach will be charged the Book Guide rates.

**A5:** Client must provide all relevant information in a timely manner in order for the Publisher to submit the information to the appropriate entities. Failure or refusal to provide accurate, quality information to the Publisher may be considered a breach of contract. Lightning Source (the Printer) charges a "Set Up" fee of approximately \$85, 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 \$13. 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 fill, unless a Distributor contract is signed by both parties. Failure to fill orders will be considered a breach of contract.

**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. Any and all legal proceedings and judgments resulting from use of copyrighted materials will be the sole responsibility of the Client. Use of copyrighted materials will be considered a breach of contract.

**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 approved by the Publisher. Cover must be done to the exact dimensions provided by the Printer. It is the responsibility of the Client to provide all needed material and to make any corrections. Client has the option of contracting Publisher or one of its Agents to make adjustments and/or corrections to the cover before publication. Any changes/adjustments to cover or interior art are considered Extra Services and will be charged appropriately.

**A9:** Typesetting is a time-consuming, specialized, and difficult task and therefore only basic typesetting is included in this contract by way of a template and instructions provided by the Publisher. The custom 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 or for Typesetting assistance 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, accounting or other fees will be added to the Client's invoice. All invoices from Publisher will include a four percent records fee to cover record keeping and accounting services. Client has the right to refuse to pay the invoice but will be considered in breach of contract.

**Sample costs/profits:**

154 page novella, standard paperback size (5X8), with a cover price of \$12.99

Wholesale price (what distributors, books stores, libraries, etc. pay for the book) is 55% off the cover price.

$\$12.99 - 55\% = \$5.84$

Print cost aprox. \$2.90

$\$5.84 - 2.90 = \$2.94$  compensation per book sold via distributors.

This does not factor in shipping costs. Not all distributors cover their own shipping costs, so that might come out of this profit, it might not. We have no control over this.

Keeping your own stock of books for in-person or your website sales, or for Blyssster store sales means more profit in your pocket. You must include your print cost plus the shipping cost and divide by the number of books to get your actual cost.

Print & ship cost for 1 book:

Print cost	\$ 2.89
LS Handling Fee	US\$ 1.50
Subtotal	US\$ 4.39
Shipping	US\$ 3.80

Total US\$ 8.19

In this example, you will pay \$8.19 for one book delivered to your door. Cover price is \$12.99. If you sell the book for \$12.99 you will make a profit of \$4.80.

Profit increases significantly when you order larger quantities via Blyssster Press.

Print and ship cost for 50 books:

Print cost \$ 144.50

Handling Fee US\$ 1.50

Subtotal US\$ 146.00

Shipping US\$ 25.67

Total US\$ 171.67

Your total print and shipping cost for 50 books is \$171.67 in this example. Divide your total costs by the number of books.

$\$171.67 / 50 \text{ books} = \$3.43 \text{ per book.}$

Sell each book for \$12.99 and you make a profit of \$9.56 per book.

*This is a very basic overview of how the pricing works, using an example book and estimated numbers. Your numbers will vary based on book length, type, quantity ordered, shipping address, and if there are any sales or deals going on for specific quantities or for shipping.*

## 2. COMPENSATION/FEES:

The bulk of the work Publisher does for the Client is done FREE of charge, without compensation. The Publisher doesn't "get" anything out of publishing books for others, not even a cut of book sale profits. In essence, Publisher is VOLUNTEERING time, resources, and experience and getting no monetary compensation unless Client chooses to hire Publisher for Extra Services. As of July, 2013, the exception to this point is the fee for accounting and records services. A fee of four percent will be added to any invoices or Blyssster Press store orders sent to Client to cover a portion of rising accounting and records costs.

Because Publisher makes no money off the sale of the books, nor collects compensation for the bulk of 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 to \$400 under normal circumstances. Client understands that if more than the normal work/steps are needed to complete the project (corrections, adjustments, any changes after the book is finalized) may add to the cost.

We do NOT force Clients to choose from a limited number of "packages". Our Extra Services are on an as-needed and personal basis. Current Clients are never required to order any Extra Services. Publisher will always offer to teach the Client how to do something on their own before accepting a contract for Extra Services. Clients will be charged for Extra Services in the event of a breach of contract as outlined in this contract.

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 the printer, printer will send to Publisher, and Publisher will forward the profits on to the Client, minus any fees charged by banks, Paypal, and the accounting/records fee. Client

understands that all sellers buy books directly from the printer (POD) at a discount of at least 55% off the cover price, and every seller will take a cut of profits and so earnings won't be fantastic on books sold exclusively through outside sellers and major retailers. All royalties will be paid via Paypal by the end of January the year following the receipt of money from printer. Client understands that all Paypal fees will be the Client's responsibility.

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. **CLIENT'S RESPONSIBILITIES:**

In addition to anything already listed in this contract, Client is responsible for writing a good book, providing correct contact and personal information to the Publisher, and maintaining their own records and taxes. Client shall be prepared to edit and re-submit the manuscript as many times as it takes until it is ready for publication or Publisher gives a final rejection notice. Client is responsible for obtaining all the appropriate permissions for any artwork, quotes, links, or other text used in the manuscript. While Blyssster Press is a laid back and relaxed company, Client shall be truthful, punctual, and professional in all correspondence. Client shall not speak or write in a derogatory manner to or about any Blyssster Press personnel, volunteers, helpers, or other authors and artists either in private or publicly. Client shall not speak or write in a derogatory manner toward other authors or artists using other publishers, self-publishing, or vanity presses. Opinions are fine, but slanderous, cruel, mean-spirited, or plain old nasty comments for the sake of being mean will not be tolerated under any circumstances. Client shall behave in a professional and courteous manner during book signings or other events, in person or online. Unless contracted as an Extra Service (or through an outside entity) Client is responsible for their own websites and social networking. Client understands that he/she is responsible for reporting income and covering taxes. Publisher will report to the IRS all royalties and expenses.
7. **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 \$5 a page for basic line-editing as defined in this contract; \$10 per page for Deep Edits, Line Edits, or any other edits that fall under Extra Services; \$10 per page for basic and Extra Services typesetting; and \$75 per hour for artwork, cover design, and or interior art/graphics. If an ISBN has already been assigned, Client forfeits that ISBN and all money paid toward it. Once an ISBN is registered it cannot be un-registered, and since it is in the name of Blyssster 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. Once the title is set up it CANNOT be removed. Both the ISBN and all items/services provided by Lightning Source and/or Bowkers are out of Publisher's hands and therefore cannot be refunded should this contract be breached or voided. If Client breaches the contract or ends it, Client will not receive any refunds for the accounting/records fee since this is paid to the accountant(s) and record keepers for services rendered.

Contract will be considered breached should Client show conduct which can be deemed detrimental to Publisher's reputation/image, or for behavior/activities breaking any laws or conduct agreements in this contract. This determination is at the sole discretion of the Publisher. Breach of contract is defined in detail within this contract. Deviation, refusal, or non-compliance to any agreed upon points in this contract may be considered breach of contract, breach of contract is decided at the sole discretion of the Publisher. Any work done up to the point of breach will be charged to the Client at the Guide rates explained in paragraph one of this section, payable immediately upon written request and or invoice by the Publisher. Seven days after written notice or invoice, if balance is not paid in full, interest of ten percent per day will be charged to Client. Should thirty days pass from date of invoice or written notice, Publisher has the right to file a lawsuit against Client for non-payment, and Client will be responsible for all legal costs, no matter the outcome.

If Client ends the contract for any reason, 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, Client breach of contract, or Client's behavior as stated in the previous paragraphs, Publisher will not be entitled to any further 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 thirty 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, printer, 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 and pay for shipping, 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, physical or electronic, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Client and Publisher. Any 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.
- 13. ADDENDUMS:**  
The following additions to the basic contract shall fall under the same laws and guidelines set forth above. (Leave blank unless applicable.)

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

**PUBLISHER:**

**CLIENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Charity Becker / Blyster Press

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title/Pen Name

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Address, Phone, Email