

Poetica Publishing Company

Self-Publishing Author Agreement

The following agreement to be read, completed, and signed by you (hereinafter referred to as "AUTHOR") describes the representations, warranties, and services being offered by Poetica Publishing Company (hereinafter referred to as "PUBLISHER") and Michal Mahgerefteh (hereinafter referred to as "DESIGNER") for your book (hereinafter referred to as "WORK") in this agreement (hereinafter referred to as "CONTRACT"). This is solely for the WORK outlined in this Agreement. The CLIENT is not bound to the publisher concerning future works.

MISSION STATEMENT _____

Poetica Publishing Company desires to be your first and only resort for First Class and Professional publication services. We always strive to use creative envision to assist in the manufacturing of your literary and artistic product while offering services to you at a very affordable rate. Our mission is to get you published.

NOTE TO AUTHOR _____

Poetica Publishing Company specializes in providing professional publishing services. Most publishing companies neglect to mention the difference between Publishing services and Printing services. These two types are separate services with separate fees. Poetica Publishing Company is only responsible for the services selected and paid for by the AUTHOR upon completion of this Agreement. Production time is dependent upon timely retrieval of AUTHOR Contract, submission of materials, and error-free manuscripts in addition to complexity of the WORK. This time frame will be negotiated with CLIENT upon WORK retrieval and review.

AUTHOR WARRANTIES and REPRESENTATIONS _____

AUTHOR represents and warrants the following to the PUBLISHER: (i) AUTHOR is the sole owner of the copyright to all of its contents; that he or she has not engaged in plagiarism with respect to the WORK; that the WORK is accurate in all respects, i.e., that if fiction, it represents no real event or person in a way that could be deemed libelous; that if nonfiction, it does not misstate any material fact or omit to state any material fact, the result of which would defame any person or result in a person being placed in a false or damaging view; and that AUTHOR has the full power, authority and right to enter into this Agreement; (ii) this Agreement does not conflict with any arrangements, understandings, or agreements between the AUTHOR and any other person or entity; (iii) the WORK is not in the public domain and is entirely original except for portions thereof for which legally effective written licenses or permissions have been secured; (iv) the WORK and all rights therein are free of liens, claims, interests or rights in others of any kind; (v) the WORK as submitted, and its publication by the PUBLISHER, do not and will not violate or infringe upon any personal or proprietary rights, including without limitation copyrights, trademark rights, trade secret rights, contract rights, privacy rights, or publicity rights of any other persons; (vi) the WORK is not defamatory or obscene, or in any other way illegal; and any recipes, formulae, instructions, or recommendations contained in the WORK are not and will not be injurious to any reader, user, or third person; (vii) all information in the submission package is accurate.

PERMISSIONS _____

The AUTHOR agrees to obtain all permissions that are necessary for the use of materials copyrighted by others. The cost of providing these permissions shall be borne by the AUTHOR. Permissions shall be obtained in writing and copies shall be provided to the PUBLISHER when the manuscript is delivered.

COPYRIGHT and TITLE REGISTRATION _____

Both the PUBLISHER and AUTHOR have the right, but not the obligation, to register the AUTHOR'S copyright for the completed WORK with the Copyright Office, Library of Congress. According to the Copyright Law of 1976, the rights to all design and art work, including but not limited to photography and or illustration created by independent photographers or illustrators retained by DESIGNER, or purchased from a stock agency on your behalf, remain with the individual designer, artist, photographer or illustrator. Unless a purchase of All Rights (A Buyout) is negotiated with DESIGNER and/or his/her authorized representative, you may not use or reproduce the design or the images therein for a purpose other than the one(s) originally stipulated. If you wish to use the design we have created and/or the images within it for another purpose or project, including a reprint or exhibition, you must contact us to arrange the transfer of rights and any additional fees before proceeding. If printing or other implementation is done through your vendors, you agree to return to us all our original mechanicals and artwork (slides, prints, drawings, separations, etc.) within two weeks, and to provide us with printed samples of each project. We reserve the right to photograph and/or distribute or publish for our firms promotional and marketing needs any work we create for you, including mock-ups and comprehensive presentations, as samples for our portfolio, firm newsletter, brochures, slide presentations and similar media.

SUBMISSION GUIDELINES AND PAYMENTS _____

AUTHOR shall follow all the submissions procedures and payment requirements as set forth in PUBLISHER'S initial quote, signed and submitted by AUTHOR to PUBLISHER. Payments should be made by cashier checks made to POETICA PUBLISHING COMPANY and mailed to: 900 Granby Street #122, Virginia 23510, and/or made by credit card through PUBLISHER's PayPal account (3% fee is added to all credit card payment). The total fee must be paid in full before the WORK can be delivered to CLIENT.

INDEMNITIES _____

AUTHOR agrees to fully indemnify, defend and hold harmless the PUBLISHER and its AFFILIATES from and against any losses, lost profits, damages, liabilities, judgments, awards, decrees, settlements, or expenses (including without limitation, reasonable attorney's fees and court costs) arising from, connected with, or by reason of any breach or alleged breach of any of the representations and warranties set forth above, but the AUTHOR shall not be liable for any matter inserted in the WORK by the PUBLISHER or its licensees. All warranties and indemnifications made by the AUTHOR herein shall survive termination of this Agreement or any license hereunder. "AFFILIATES" means owners, shareholders, officers, directors, employees, parents, subsidiaries, affiliated companies, licensees, distributors, advertisers, Internet service providers, attorneys, and accountants and any other person or entity to whom PUBLISHER extends its license or warranties to in connection with the production, dissemination, transmission, promotion, publication, or distribution of the WORK or the exercise of any rights therein or derived there from.

DELIVERY OF WORK _____

The delivery of books to CLIENT does not have a specified time frame. Each publication is different and will inherit its own specified time for printing services to be completed and shipped to the COMPANY. Poetica Publishing Company will communicate these stages of service to the CLIENT periodically.

PUBLICATION and FORMAT and PROMOTION _____

The PUBLISHER may market the WORK on its web site, social media accounts, and send eFlyer announcement with the approval of AUTHOR at no charge to AUTHOR. PUBLISHER shall not be liable for any damages in the event of any delay in publication or production of the WORK. Posting and publishing pertinent information regarding the AUTHOR or the WORK may occur. The information may include elements of the title, AUTHOR's bio and/or description of the WORK. The PUBLISHER may also post additional information that will help promote the AUTHOR or WORK upon written consent from the AUTHOR. PUBLISHER shall also have lead discretion of the production, appearance and format of the WORK with regard to AUTHOR contribution. Final layout and design of the WORK will be made in the best interest of the PUBLISHER. The print-ready files created by the PUBLISHER will remain the sole property of the PUBLISHER. PUBLISHER does not retain the source files given by the AUTHOR after creation of the print-ready files and encourages the AUTHOR to retain his or her own copies of the source files.

COMPLETE 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. This Contract begins once specified whole or first installment (listed above) of the Publishing Package is received. Final payment and proof approval signifies acknowledgment that services rendered are satisfactory.

TERMS and CONDITIONS _____

The license for the WORK shall extend until terminated by the AUTHOR. The AUTHOR or the PUBLISHER may terminate this Agreement by giving the other party 30 days written notice transmitted via U.S. mail to the respective addresses provided by either PUBLISHER or AUTHOR.

If the Agreement is terminated by Poetica Publishing Company at any time, any publishing fees will be refunded in full (or applied against any outstanding amounts in the AUTHOR's account) minus 10% shipping and processing fees. For the purposes of this section, publication fees are defined as those fees directly associated with online, disk and paper manuscript submission. Fees related to other pre- or post-publication services such as: data entry, copyediting and/or corrections or book sales are not refundable. Fees related to the publication of second and later editions of the WORK are also not refundable. If the Agreement is terminated by Poetica Publishing Company due to a breach by AUTHOR of this Agreement, no fees shall be refunded. Poetica Publishing Company reserves the right to seek compensation for work performed in the event of breach. The AUTHOR retains the copyright for this WORK, and no part of this Agreement diminishes the AUTHOR's rights to this WORK.

ACKNOWLEDGMENT and AGREEMENT of CONTRACT

I, _____ agree to the following contractual Agreement in its entirety.

(Printed Full Legal name)

Signature

Date

AUTHOR CONTACT AND SHIPPING INFORMATION

Name: _____

Address: _____

City, State, Zip: _____

Daytime Telephone: _____

E-mail Address: _____

BOOK INFORMATION

Work Title: _____

Work Sub-Title: _____

Author/s Name/s _____

When completed, please mail to:

Poetica Publishing Company
900 Granby Street #122
Norfolk, Virginia 23510

Electronic submissions:
poeticapublishing@aol.com

757-617-0821