

# Co-Author and Publisher Agreement

This AGREEMENT (the "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016, is entered into by and between Parker House Publishing (the "Publisher") and Women's Prosperity Network, LLC, (the "Producer") and

\_\_\_\_\_ (the "Author" the book tentatively entitled "Journey to the Stage – Volume 5" and tentatively subtitled "Stepping Up and Stepping Out to Share Your Message" (the "Work"), being published by Publisher and WPN and Author is contributing an Article (the "Article") to the Work, whereby it is agreed as follows:

## **1. Contribution by Author**

Author shall deliver to Publisher, in accordance with the Submission Guidelines attached hereto as Exhibit A, an article to be included in the Work. Author shall also furnish at it's sole discretion a photograph and contact information including Name, Telephone, Email and Website to be included in the Work.

## **2. Warranties, Representations & Indemnities:**

The Author hereby certifies that the language and contents of their Article and contribution to the Work are not plagiarized from any other source, and do not libel or slander any other party. The Author agrees to indemnify Publisher and its employees, shareholders, directors, representatives, successors and assigns of and from all and any manner of claims, liabilities, damages, expenses (including reasonable attorney's fees), awards, and judgments resulting from claims of:

- (i) Third parties regarding ownership, libel, slander, plagiarism, privacy, misappropriation, and similar claims arising from production of their Article in the Work;
- (ii) Author's breach of any warranty in this Agreement/Contract. Publisher agrees to notify the Author promptly of any claim for indemnity under this Agreement/Contract. Publisher may be represented in any proceeding by counsel of its choice; the Author may retain additional counsel at his or her own expense. Any settlement agreement between Publisher and a third party regarding a claim covered by the indemnity provisions of this Agreement shall be subject to approval of the Author, which approval shall not be unreasonably withheld.

## **3. Book Sales and Distribution – No Royalties**

Author acknowledges and understands that the Work is a compilation of Articles contributed by other Authors who will also be reselling the entire Work. Author acknowledges, understands and agrees that he/she shall receive no compensation and/or royalties from the sale of the Work by the Publisher or any of the contributing Authors. Author understands that all revenue from the sale of the Work to be received by Author will be the result of their own marketing efforts.

#### **4. Copies of the Book**

Author shall receive 10 copies of the book from Publisher. Author shall be entitled to purchase additional copies of the Work from Publisher at a wholesale price estimated to be \$5.00 per book.

#### **5. Rights**

The Author hereby grants to the Publisher exclusive rights to reproduce and/or publish or adapt and sell, and/or license third parties to publish or adapt and sell said Work in the English language and all other translations into any other languages, in the United States of America and the world without exception. This grant of subsidiary rights to the Publisher to license other parties to publish and/or adapt said Work is exclusive and without exception and includes the rights to license:

(i) The Work in book form, and distinct editions of the Work in newspaper or magazine serial, periodical, anthology, collected works, book clubs, digest abridgement or in condensation or partial extract form, serialization, syndication, and translation.

(ii) The Work, or parts of the Work in all other forms and media, including but not limited to adaptation to sound recording, radio, recorded readings, film, film strip, cinema, stage, drama, animation, video tape, audio book, Braille and large type, as well as photographic reprints, visual projections, or supplemental products of the book such as charts, forms, and art that are reproduced for sale, software, electronic media, e-books, Internet, interactive or multimedia versions, other screen-display technologies, as well as verbatim text-only electronic editions, all other mechanical reproduction and transcription (including print-on-demand versions), all versions in any and all media and all technologies now existing or which may in the future come into existence, as well as to use the title and characters of the Work as the basis for trademarks or trade names for other products or in connection with merchandise in all forms, (collectively, the "Medium").

The Author shall in no way infringe upon this exclusive right of the publisher by authorizing other parties to utilize any portion of the Work in any form.

#### **6. Development of the Work**

The Publisher shall be entitled to develop, alter, edit, and proof the content, usage, format, capitalization, punctuation, and spelling of the Work to conform to the Publisher's style, the subject matter, and intended audience previously agreed upon by the parties of this Agreement.

The Publisher shall provide the Author with a set of typeset proofs of the Work prior to publication to read and correct. The Author shall submit and return the typeset proofs to the Publisher within 3 days. Any substantial changes or additions made by the Author to the typeset proofs other than to correct factual errors and typos shall be

subject to an additional fee at the rate of \$75 per hour for reproduction corrections made to Author's typeset proofs.

## **7. Copyright**

The Publisher shall effect the copyright of the Work in its name as proprietor and shall at its discretion effect any renewal, continuation, or extension of the copyright provided by the controlling law at such time. The foregoing shall apply to the text, Art Package or any form subject to its copyright.

## **8. Competing Works**

The Author agrees that he/she shall not, without the prior written consent of Publisher, write, edit, print or publish any material that competes with title of the Work subject to his Agreement.

## **9. Promotional Participation**

Publisher shall apply its best efforts to promote the sale of the Work and the Author shall make a reasonable effort to engage in public expression to promote the sale of the Work whenever appropriate and in coordination with the Publisher's promotional efforts.

## **10. Entire Agreement**

This Agreement contains the entire agreement between the Author and Publisher with respect to the subject matter hereof and shall supersede all prior understandings, agreements or arrangements, oral or written, between the parties in this Agreement.

## **11. Amendments**

This Agreement shall not be modified, amended, extended, renewed or cancelled except by written instrument signed by both of the parties which makes specific reference to this Agreement.

## **12. Captions In The Agreement**

The captions and headings used herein are for convenience of reference only and shall not be construed in any manner to limit or modify any of the terms hereof.

## **13. Survivability of the Agreement**

In the event one or more of the provisions of this Agreement is deemed to be invalid, illegal, or unenforceable in any respect under applicable law, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be impaired thereby.

## **14. Miscellaneous**

This Agreement shall be binding on the Author and Publisher, and upon their respective heirs, administrators, successors, and assigns, for as long as a registered copyright to the

Work remains in force, unless terminated by written agreement of all parties, or by specific provision elsewhere in this Agreement.

**15. Governing Law and Venue**

The laws of the State of Florida shall govern this Agreement and the Agreement shall be construed in accordance with the laws of the State of Florida, without recourse to conflicts of law principles, and any action (including arbitration) which may be brought shall be brought in Broward County, Florida. 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 there of under this Agreement. Any proceeding under this paragraph shall be brought in the federal or state courts in Florida. 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.

**16. Notices**

Any notice or other communication in connection with this Agreement shall be in writing and thereunder deemed effective when delivered by mail, messenger or facsimile transmission to the Publisher's address contained in this Agreement and to Author's address contained in this Agreement, or such other address as either party shall specify by notice given to the other party pursuant hereto.

IN WITNESS WHEREOF, the Publisher and Author have each caused this Agreement to be duly executed by themselves or by its duly authorized officer, as of the date first above written.

**Publisher:**  
Parker House Publishing

**Author:**

By: \_\_\_\_\_

By: \_\_\_\_\_

**Producer:**  
Women's Prosperity Network, LLC

***Nancy Matthews***, on behalf of  
Women's Prosperity Network

By: \_\_\_\_\_

*\*\*Electronic signature as listed  
Above is hereby accepted as an original signature*

Please Sign & Return The Agreement to Women's Prosperity Network as follows:  
Via Fax: 954-337-3887 or Via Email to: [Team@WomensProsperityNetwork.com](mailto:Team@WomensProsperityNetwork.com)

