



Author / Publisher Agreement

This Agreement is between Vidaville Publishing Company (herein called the “Publisher”) and the contributing freelancer Writer/Author (herein after called the “Proprietor”), for the publication of a work(s) (herein after called the “Work(s)”). This Agreement is an acknowledgement of responsibilities to both parties.

1. Preparation and Delivery:

- a) Upon Acceptance, the Proprietor will prepare and supply to the Publisher :
 - **a complete copy of the Work in digital format** (if not already in our office), including all photographs, illustrations, finished drawings, and other materials necessary for the publication of the Work (All content and images **MUST** be saved according to our specifications provided at http://www.vidaville.com/authors/submit_specs.htm); and
 - **biography** that is no more than 500 words in length - used for advertising purposes;
 - **any written authorizations (permissions)** necessary for the sale and reproduction of copyrighted material, including this agreement.

NOTE: This Agreement MUST be printed, signed and mailed to Publisher before the Work is published. It is the Proprietor’s responsibility to retain a copy of the Agreement for their own records.

2. Independent Contractors.

- a) The Proprietor under this agreement is an independent contractor, not a principle-agent, partner, or associated in a joint venture with Vidaville.
- b) Information discussed, mentioned and exchanged between Proprietor and Publisher is considered confidential. Proprietor is expected to refrain from discussing company trade secrets, information, or any items interpreted as inappropriate with any individuals within or outside Vidaville.
- c) Inappropriate behavior is grounds for removal from Vidaville.com. This includes spamming, flaming, stalking, misrepresentation, and any unlawful conduct.

3. Formatting of the Work

- a) The Work will be formatted by the Publisher to meet the consumer’s needs. Publisher will provide a Cover Design, if required. Proprietor suggestions will be considered, however Publisher has final say on design, including colour scheme. Publisher also reserves the right to extract sample chapters or excerpts from the Work(s) for promotional purposes.

4. Copyright

- a) Copyright of the Work(s) shall remain in the Proprietor’s name. Copyright Registration is the responsibility of the Proprietor including any costs involved.

- b) The Publisher will hold the copyright of the formatted version of the ebook, including book layout and cover design. Proprietor can purchase the rights of the formatted version to publish elsewhere.
- c) The proprietor shall sign and deliver “The Grant of Rights” for each Work published. Details at www.Vidaville.com. Publisher will then be licensed, by Proprietor, to place, mention, or otherwise advertise all or a portion of the Work in any of these formats: Databases, Websites, Emails, Newsletters, Online Book Clubs, Archival purposes, Radio, Television, Print and Internet.
- d) Biography – Proprietor agrees to grant Publisher the right to publish, display and use this information any way the Publisher requires for the purpose of making sales.
- e) Photos and other images – Proprietor agrees to grant Publisher the right to publish, display and use all photos and images associated with the work(s) in any way the Publisher requires for the purpose of making sales.

5. Permissions

- a) Proprietor is not permitted to distribute the formatted version of the ebook or passwords to anyone at any time, unless so authorized by Publisher in writing.
- b) Proprietor may link their product, listed on our website, to other websites. See Vidaville.com for instructions.
- c) Publisher will advise the Proprietor when and if an affiliate program is developed.

6. Proprietor’s Warranty

- a) The Proprietor warrants they are the **sole and exclusive owner of the Work(s)** and of the rights herein granted to the Publisher and that the Work does not in any way infringe upon any copyright, violates any property rights, or contains any scandalous, libelous, or unlawful matter. In the event of a claim, demand, or suit against the Publisher by reason of any violation of proprietary right or copyright, or by reason of any libelous, unlawful, or otherwise injurious material contained in the Work(s), the Publisher may take any action it deems appropriate for the resolution of such dispute. Unless and until such claim, demand, or suit has been settled or withdrawn, the Publisher may withhold any sums due the Proprietor under this Agreement. The Proprietor shall indemnify and hold harmless the Publisher for expenses incurred in the defenses of such claim, demand, or suit, including attorney’s fees, and for any recovery finally obtained by the claimant as a result thereof. Also covered in “Grant of Rights”.

7. Sales

- a) The Publisher does not guarantee that any copies of the Work(s) will be sold. Vidaville promises to promote the Work(s) and sell as many copies as possible.

8. Publication

- a) The Publisher will publish and market the Work at its own expense in a manner suitable to Vidaville.com.

9. Price

- a) Price for the Work(s) will be agreed upon before publication, by the Proprietor and the Publisher. The Publisher reserves the right to make future adjustments to the price according to market trends including sales and discounts.

10. Payment

- a) You will be receiving payment by cheque from Vidaville. Payments will be made once a month unless the sales total is less than \$25, in which case payment is deferred to the next month until the minimum \$25 is reached.

11. Royalty

- a) The royalty payment amount will be negotiated between the Proprietor and the Publisher.
- b) Expenses incurred and/or requested by the Proprietor will be deducted from the **Royalty** paid to the Proprietor. This will include unnecessary costs involved with submitting the Work(s), mailing CDs, etc.

12. Records

- a) The Publisher agrees to keep complete books of account insofar as they relate to the publishing and sale of the Work(s). Publisher will provide Proprietor with a record of sales no less than twice a year.
- b) The Proprietor agrees to keep their contact information up-to-date through their Web Account. If the Proprietor cannot be reached within 90 days, due to incomplete contact information, any monies owed to the Proprietor will be refunded to the Publisher and no further action will be taken.

13. Conflict or Change of Interest

- a) The Publisher has the right to pull the Work(s) from the site (ceasing the sale of the Work(s)) without notice, at any time, for any reason. Monies owed to the Proprietor from past sales will be paid as soon as possible. Once final payment of monies owed is received by the Proprietor, all parties shall be released and discharged from any and all claims that the other party may have arising out of the Agreement. If Proprietor wishes to terminate this Agreement the Proprietor must provide at least 30 days notice prior to removal of the Work(s). All copyrights pertaining to the cover art and formatted version of the Work(s) shall remain in the Publisher's name unless they are purchased outright.

14. Benefit

- a) This contract shall bind the Proprietor and the Publisher. No changes can be made without the written consent of both parties. In case of death or illness, Publisher may assign this contract to a Proprietor's Successor, Successor Company or to an Affiliated Organization without the consent of the Proprietor.

If you are in agreement with the terms within these Agreement pages, then print, sign below and mail the **entire agreement** to: **Vidaville, 1439 Caroline Street, Burlington, ON, Canada L7S 1H7**. It is your responsibility to keep a copy of this Agreement for your records. The Work(s) shall only be published once this Agreement is in our office. We will then send you a copy with our signature for your records.

Proprietor

Author/Proprietor's full name: _____

Signature: _____

Date: _____

Title of Work: _____

Author name to be published: _____

Address: _____

Telephone: _____

Email: _____

Second email: _____

Social security number: _____

(required by law for reporting income and by our accountant)

Vidaville Publishing Company

Representative signature: _____

Representative name printed: _____

Representative email: _____

Date: _____

[Read our Privacy Policy here](#)