

# **Manawaker Studio**

## **Single-Author Work Publishing Agreement**

This agreement is made between CB Droege of Manawaker Studio, hereinafter referred to as the Publisher, and [Author Legal Name], hereinafter: the Author, whose work under the submitted title [Working Title], hereinafter: the Work, has been accepted for publication as a Manawaker Studio title.

The parties agree to the terms set forth below, which govern the publication, distribution, and exploitation of the Work.

### **1. Grant of Rights.**

The Author grants to the Publisher the exclusive right to produce, publish, distribute, and sell the Work in the following formats and territories for the duration of this agreement:

- **Formats:** Print (including print-on-demand), digital/ebook, and audio, where the Publisher determines in good faith that the Work is suitable for each format. Formats for which the Work is not suitable (for example, audiobook production of a graphic novel or a work with navigation-dependent structure) are excluded from this agreement, and all rights in those formats are retained by the Author.
- **Territories:** World English.
- **Exclusivity:** Rights granted herein are exclusive for the duration of this agreement. The Author retains all rights not expressly granted, including but not limited to translation rights, film and television adaptation rights, stage rights, and all other subsidiary rights, which are expressly disclaimed by the Publisher.

### **2. Subsidiary Rights.**

The Publisher makes no claim to subsidiary rights, including translation, film, television, stage, or merchandising rights. These remain wholly with the Author. However, if the Author receives an offer for any subsidiary rights in the Work within five (5) years of the first publication date of the Work, the Author agrees to notify the Publisher of such offer and, in good faith, offer the Publisher the opportunity to participate in or facilitate the deal before engaging a third party. Should any subsidiary rights income be received by the Author as a direct result of efforts jointly undertaken with the Publisher, the Publisher shall receive fifteen percent (15%) of such income.

### **3. Publisher's Obligations and deadline.**

The Publisher agrees, at its own expense, to undertake the following in preparation for publication of the Work:

- Copyediting and proofreading;
- Interior typesetting and layout;
- Cover design and art;
- Coordination with printers and distributors;
- Audio production (where applicable), performed or directed by the Publisher.

These production costs represent the Publisher's investment in the Work and are not deducted from revenue prior to royalty calculation.

The Publisher agrees to publish the Work within twenty-four (24) months of the execution of this agreement. If publication does not occur within this period due to the Publisher's failure to act, the Author may provide written notice of this failure, and if the Publisher does not publish within sixty (60) days of such notice, this agreement shall terminate and all rights shall revert to the Author.

#### **4. Editorial Revisions.**

The Publisher may request revisions to the Work prior to publication. The Author agrees to consider all such requests in good faith. If the parties cannot reach agreement on revisions after reasonable consultation, the Publisher may, at its discretion, withdraw from this agreement by providing written notice to the Author. In such a case, any advance already paid to the Author shall be retained by the Author and the Publisher shall have no further claim on the Work.

#### **5. Advance Against Royalties.**

The Publisher shall pay the Author an advance against royalties in the amount of [*Advance Amount*] (the "Advance"), paid in two equal installments: the first within thirty (30) days of execution of this agreement, and the second upon delivery and written acceptance of the final mutually agreed manuscript, ready for production. "Acceptance" shall mean written confirmation by the Publisher that the manuscript is in agreed final form; such confirmation shall not be unreasonably withheld. The Advance is non-returnable: if the Work does not earn sufficient royalties to recoup the Advance, the Author owes nothing back to the Publisher. Royalty payments to the Author shall not commence until cumulative royalties earned by the Author's share exceed the Advance amount.

#### **6. Royalties.**

The Author shall receive fifty percent (50%) of Net Revenue from all sales of the Work across all applicable formats.

"Net Revenue" means gross receipts actually received by the Publisher from sales of the Work to the general public through retail and distribution channels, less only: (a) the per-unit printing or manufacturing cost charged by the printer or distributor for each copy sold; and (b) fees charged by distributors, retailers, or platforms (such as Amazon, IngramSpark, or audiobook platforms) as a direct cost of the sale. No other costs, including production costs, Publisher labor, or overhead, shall be deducted before calculating Net Revenue.

The Author's share of Net Revenue is calculated uniformly across print, digital, and audio editions. Differences in per-unit costs and platform fees between formats are accounted for within the Net Revenue calculation and do not require separate royalty rates.

Sales of print copies to the Author at the Author's discount rate are excluded from royalty calculations and do not count toward earning out the Advance. Revenue and royalties are calculated solely on sales to the general public through retail and distribution channels.

##### **6a. Promotional Distribution.**

Copies of the Work printed for promotional purposes, including but not limited to distribution to review outlets, are excluded from royalty calculations and are provided at the Publisher's expense.

Print copies of the Work distributed to Manawaker Studio Patreon subscribers or equivalent supporters as part of their subscription benefits are excluded from standard royalty calculations and shall instead generate a flat per-copy payment to the Author of \$2.00 per copy. This amount shall be reported and paid on the same annual schedule as royalties.

Digital edition codes or downloads distributed to subscribers are excluded from royalty calculations entirely, as no per-unit cost is incurred by the Publisher. The number of digital codes distributed shall be reported on the annual royalty statement for transparency, regardless of whether those codes are redeemed.

## **7. Accounting and Payment.**

The Publisher shall calculate royalties on an annual basis. Revenue and expenses for each calendar year shall be calculated as of December 31. The Publisher shall provide the Author with a written royalty statement and, where applicable, payment, no later than the last day of February of the following year.

No payment shall be issued for amounts below twenty-five dollars (\$25.00). Amounts below this threshold shall roll over and accumulate until the total owed equals or exceeds \$25.00, at which point payment shall be issued with the next annual statement.

The Author may request an audit of the Publisher's sales records no more than once per calendar year, with reasonable advance notice. The cost of such audit shall be borne by the Author unless the audit reveals an underpayment of more than ten percent (10%), in which case the Publisher shall bear the cost of the audit and shall remit the underpaid amount promptly.

## **8. Author's Copies.**

The Publisher shall provide the Author with five (5) complimentary print copies of the Work upon publication, and an unprotected digital copy of each applicable digital edition. The Author may purchase additional print copies at forty percent (40%) off the then-current cover price. The Author may use complimentary or purchased copies for personal use, promotional purposes, or resale at events such as readings and conventions, but may not make digital editions available for public sale or download.

## **9. Author's Use of the Work During the Term.**

While this agreement is in force, the Author may:

- Quote freely from the Work for promotional purposes, including readings, interviews, social media, and the Author's personal or professional website;
- Submit individual poems, short prose pieces, or excerpts to magazines, journals, or anthologies, provided that any such publication credits Manawaker Studio as the original publisher of the Work where applicable;
- Perform portions of the Work publicly in readings or recorded audio/video performances, provided such recordings are not made available for commercial sale.

The Author may not publish the Work in its entirety, or any substantial portion of it, as a standalone publication, in any medium, elsewhere while this agreement is in force.

## **10. Out of Print and Reversion of Rights.**

Because the Publisher operates on a print-on-demand model, the Work shall remain available for sale indefinitely and shall not be considered "out of print" solely on the basis of low sales volume. This agreement shall remain in force unless terminated under the provisions below.

**Termination by mutual agreement:** Either party may propose termination of this agreement at any time. Termination requires written agreement by both parties.

**Author-requested reversion:** If the Work has generated no sales income in three (3) consecutive royalty years (that is, three consecutive December 31 calculations show zero Net Revenue), the Author may submit a written request for reversion of rights. Upon receipt of such a request, the Publisher has sixty (60) days to either: (a) agree to reversion in writing, or (b) demonstrate to the Author's reasonable satisfaction that active promotional or sales efforts are underway. If the Publisher does neither within sixty (60) days, this agreement terminates automatically and all rights revert to the Author.

**Termination for cause:** Either party may terminate this agreement if the other party materially breaches its terms and fails to cure such breach within sixty (60) days of receiving written notice describing the breach in reasonable detail.

## **11. Effect of Termination.**

Upon termination of this agreement for any reason:

- All rights granted herein revert to the Author. The Author shall be free to republish the Work, including the corrected and edited text, with any other publisher or independently.
- The Publisher shall cease all sales of the Work within sixty (60) days of termination, and shall remove it from all distribution channels within that period.
- The cover art, cover design, interior layout files, and any other original creative or production work commissioned and paid for by the Publisher remain the property of the Publisher. The Author may not reproduce or repurpose the Publisher's cover art or layout without separate written permission.
- Any royalties accrued and owed to the Author as of the date of termination shall be paid in full within sixty (60) days of termination, regardless of the minimum payment threshold.

## **12. Audio Rights Timeline.**

Where audio rights are included in this agreement, the Publisher shall produce or cause to be produced an audiobook edition of the Work within twenty-four (24) months of the print publication date. If the Publisher does not produce an audiobook within this period, audio rights shall automatically revert to the Author, who shall then be free to produce or license an audiobook independently. Reversion of audio rights does not affect any other rights granted under this agreement.

## **13. Author's Warranties and Indemnities.**

The Author represents and warrants that: (a) they are the sole creator of the Work and have full authority to grant the rights herein; (b) the Work has not been previously published as a standalone volume, or if it contains previously published material, all such prior publication details have been disclosed to the Publisher prior to execution of this agreement; (c) to the best of the Author's knowledge, the Work does not contain libelous material and does not infringe upon the copyright, privacy, or other rights of any third party; and (d) no other agreement or encumbrance exists that would conflict with the rights granted herein.

The Author agrees to hold the Publisher harmless against any judgment finally sustained arising from a breach of the above warranties, including claims of libel, plagiarism, or invasion of privacy.

## **14. Production Decisions.**

Final decisions regarding cover design, interior layout, typesetting, and all other production elements are at the Publisher's discretion. The Publisher agrees to consult with the Author on major design decisions in good faith, and to consider the Author's preferences where practicable. Proofreading and copyediting changes may be made at the Publisher's discretion. The Author shall have the opportunity to review final proofs before publication and to flag any errors in the text; the Publisher agrees to correct genuine textual errors identified at this stage. Design and layout decisions remain at the Publisher's final discretion and are not subject to Author approval.

**15. Governing Law.**

The law of the State of Ohio shall be the applicable law of this agreement.

**16. Execution.**

This agreement shall be binding upon execution by both parties. Execution requires the written signature of both the Publisher and the Author, either on a physical copy of this agreement or via a mutually agreed electronic signature method. This agreement is not effective until both parties have signed. A copy of the signed agreement shall be provided to each party.

**For Manawaker Studio:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CB Droege, Publisher

**For the Author:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_