

Deeper Revelation Books

Contractual Agreement between Deeper Revelation Books (DRB) and Associate Authors (AA)

Basic Rights and Privileges of Associate Authors (AA):

- Submission**—There is a \$30 charge for manuscript submission and initial review. Please review Submission Requirements before sending.
- Ownership Rights**—AA retain ownership of their books and copyrights.
- Style Choice**—AA have the right to determine and/or approve or disapprove the projected style for the published work (fonts, design, length, chapter division, artwork).
- Editing Privileges**—AA maintain final editing privileges in all areas (text content and layout, cover text and art). DRB will make suggestions concerning all of these issues, but the final decision belongs to the Author.
- Freedom**—AA are free to republish at any time (either self-publish or with another publisher). A written request for removal from DRB is expected. In such a circumstance, all consignment stock being stored by DRB for distribution and sales should be returned to the AA who will bear the related shipping cost. DRB may elect to purchase some of the product at the normal discount to fulfill any possible orders.

Publishing House Commitment to Associate Authors (AA):

- Book Production**—DRB will oversee all facets of the production of the book, which includes page layout, internal design and cover production. AA can elect to produce the text part of the book themselves, but only if accepted computer-publishing programs are used according to the normal standard of the printing industry. DRB reserves the right to refuse production of a book if the AA refuses to comply with this standard, and to dissolve the contractual agreement.
- Cover Art**—If requested to do so by the AA, DRB will develop the cover and submit it for approval to the AA. The author can elect to develop the cover art himself/herself and submit it to DRB for approval and adaptation. If cover art is developed by DRB and not approved by the AA and implemented, there will still be a basic charge for the time involved. Once purchased, the cover art will become the property of the AA, however, DRB may use the cover art for other purposes, such as promotion of the book or expansion of products for the AA.
- Design**—At least three different examples for the internal design of the book will be supplied to the AA by DRB.
- Identification**—DRB will supply to Associate Authors the necessary ISBN and LOC (Library of Congress) numbers, as well as barcodes. These identification numbers (ISBN and LOC) belong exclusively to DRB. If the author chooses to self-publish or publish through another company, new identifying numbers must be obtained (which is a normal arrangement).
- Ordinary Distribution**—DRB will link its Associate Authors to various distribution companies so that their works can be obtained more easily by bookstores throughout the United States and the world. Presently, the primary distribution company we work with is Appalachian Distributors, a well recognized, leading distribution company in the Christian book industry. For Appalachian Distributors (and possibly other companies as well) each book must be submitted for approval before the distribution is executed. Normally, distribution companies accept books on consignment and do not pay until sales take place.

•**POD (Print On Demand) Distribution to 26,000 Retailers**—We are able to get our AA linked with Lightning Source, a POD (Print-On-Demand) company associated with Ingram Industries, a primary book distribution company that works with both the secular and religious stores. This automatically makes your book available to over 26,000 retailers, including large companies like Barnes and Noble and Books-A-Million.

•**Rights to Sell**—AA have a right to sell their products, retail or wholesale, anywhere they choose, through any avenue they choose. It is highly suggested that all orders from bookstores, church bookstores and other wholesalers be directed through DRB and the various distribution companies that will work with DRB, but an AA is not absolutely bound to this arrangement. If AA works through an established distributor, the chances of actually receiving moneys owed are much higher.

•**Internet Distribution**—DRB will feature the works of its Associate Authors on its website and provide the service of posting the works of its AA on various Internet websites, such as Amazon.com and others. Certain minimal fees (TBD) will be charged for the time and cost involved in initiating, providing and maintaining these Internet distribution connections. Inclusion in the DRB websites is an automatic privilege secured through the initial fee paid by AA.

•**Promotion**—DRB will provide to its AA a list of talk shows (radio and television) for possible appearances and promotion of their works. If approved as an endorsed work, for various fees (TBD), DRB can produce the promotional package to be sent to these media ministries and even contact them for scheduling appearances of its AA. When the marketing department of DRB sets up these interviews, all sales can be directed through the DRB website and/or office, unless the AA or the interviewer's station or ministry desire sales to be directed through their website(s) (which is often the case). The DRB website is a secure website providing credit card sales through Visa, Mastercard and Discover cards.

•**Other sales**—There will be other ways AA will be able to sell their products, for instance in the religious meetings of other AA or through other means besides distribution companies. These other avenues of promotion and sales will be pursued.

•**Payment**—Payment for books sold in bookstores should be processed at least once a year, one year's sales being returned by distributors in January of the following year to DRB and then passed on to its AA within a month. This is determined by the distributors fulfilling their obligation to DRB, so that we in turn can fulfill our obligation to our AA. Any unsold stock in the hands of distributors is on a consignment basis only and will remain in their control as long as the leadership of DRB and the AA together deem it advisable. At any time, AA have the right to withdraw their product on consignment if they choose to dissolve the contractual agreement. This schedule is only an approximation of what to expect and not a definite commitment. Payments may be later than what is projected through no fault of DRB, merely because they do not receive payments within the expected time limits. When other methods are used to sell the products of AA, payment for sales may come much quicker and will depend on money in hand from transactions.

•**Damaged Product**—If product is damaged in the warehouse of DRB, it will be responsible to pay AA the cost of goods to DRB for such products. If the product is damaged in shipment to and/or from distributors, bookstores, etc., repayment will be sought from responsible parties according to pre-arranged agreements and DRB will not be liable for this damage.

•**Translations**—Eventually our intentions are to offer translation services into other languages, but this is not provided at this time.

Expectations of Publishing House (DRB or PP):

•**Publisher Fee**—With the signing of this contract a basic publisher fee of \$300 (per book to be published) is due and begins the process of book production. This is 50% refundable if the contract is cancelled within 7 days, but only if \$150 or less worth of work has been devoted to the project.

•**Payment Schedule and Shipping Charges**—The following payment schedule will be followed: 35% of projected costs paid at the beginning of the process, 40% when the proof copies are sent to the printer or production company, the final 25% before it is shipped to DRB and/or the AA. During the process of book production, all shipping charges will be charged to the AA.

•**Doctrinal Soundness**—DRB will not produce any books that do not promote the doctrinal statement endorsed by this company. Normally we go by the following rule: in essentials unity, in non-essential liberty, and in all things charity.

•**Integrity Issues**—DRB expects all prospective and contracted AA to live exemplary Christian lives, to be people of honesty, morality, integrity and Biblical conduct. We do not and will not accept any books for publication that promote behavior condemned by the Bible (e.g., homosexuality, adultery, abortion, excessive alcohol consumption, etc.). We reserve the right to make this assessment according to our interpretation of Biblical standards.

•**Proofreading**—All products being produced by DRB must be proofread by the DRB staff in order to be approved for publication or production. Normally we have at least three to four proofreaders and one to two editors assigned to each book. Some AA may elect to forego the editing fee (cost of editing is determined by the size of the book), but this is inadvisable. In certain cases, DRB may decide not to publish a book if the AA tries to waive the normal editing process, unless all both parties agree it is unnecessary.

•**Product Agreement**—Though the final choices concerning the ‘look’ of the published work remain the right of the Associate Author, DRB must be in full agreement. Because each published work is a reflection of the company/ministry as a whole, certain standards of excellence will be upheld. If there are irreconcilable differences of opinion on the appearance of a work either side may elect to legally dissolve the contractual agreement, providing all fees incurred up to that time are paid. In some cases, TBD by DRB, a partial reimbursement of the initial fees paid would be in order.

•**Maintenance of Stock**—DRB will maintain a stock of books by AA (TBD), the exact amount by mutual agreement, that orders may be processed to customers in the most expeditious manner possible. Usually this stock is on consignment only and not purchased by DRB until they are sold. When shipped directly from the DRB office, all shipping charges will be absorbed by the AA when payment is made to AA.

•**Books for Distribution**—All book orders to be sent to the various distribution companies must be processed through the books held on consignment by DRB. Authors may sell to individual bookstores if they so choose, but the risks usually outweigh the advantages. Most bookstores order in bulk from major distributors and in order to maintain their right to order stock they have to keep their bills with that major distributor paid. Consequently, some individuals who deal directly with bookstores see their invoices put on the bottom of the stack.

•**Purchase Privileges of DRB**—DRB will be privileged to purchase all products of its AA at a deeper wholesale discount than the distribution companies and wholesalers with which we

interact. This wholesale discount will be determined on an individual basis and is subject to many variables.

•**Approval of Final Product**—Final approval of a product by the AA is required before the product goes to print or into production. If, after the product is produced, the AA decides the work is unsatisfactory—and if the final work is the same as the proof copy that was initially approved by the AA—the bill must be paid and the product purchased by the AA. If the work is not the same as the proof copy approved by the AA and mistakes were made by the printer that render the product unusable to the AA, and if DRB is in agreement with this assessment, then DRB will appeal to the printer to either redo the product or reimburse the author for any cost of production. DRB will not be responsible financially in such a situation, but will stand by its AA in their appeal, if they feel it is a valid complaint.

•**Returns**—All books returned by bookstores or distribution companies are the responsibility of the AA, including any shipping costs. Usually, there will be some kind of return agreement with bookstores. They normally have a 60 or 90 day period in which they must pay for the book with the option of sending it back if it does not sell.

•**Proper Method for Development of Product**—Unless other arrangements are made by mutual agreement, DRB will work directly with the printers, layout and design artists and graphic designers that will produce various aspects of a contracted product for AA. All materials to be presented to these agencies or persons will be sent by the AA to DRB and then passed on. In like manner, any materials being returned by these businesses will come to DRB then to the AA (or two copies shipped simultaneously). We will act as the sole representative of our AA throughout the publishing process.

•**Circumventing DRB**—By signing this contract AA are also pledging not to circumvent DRB to work directly with the printers, graphic artists etc. that it employs to produce the contracted item for up to one year after its production—unless both AA and DRB sign a mutual agreement allowing otherwise.

•**Storage**—If we store the books of our AA (other than the small amount kept on consignment) there will be a small warehouse-stocking fee.

•**Trade Shows**—Whenever DRB participates in trade shows, AA will be able to advertise their products produced through DRB for a certain fee (TBD).

Associate Author Applicant

Date

DRB Representative

Date

Please do not sign and send this contract in until after you have contacted a DRB representative.