



4801 Roberts Rd, Ste P, Columbus, OH 43228-9496  
Office 614.876.7105 Fax 866.422.8292  
www.gompublishing.com

**GOM**  
PUBLISHING

# Standard Author Full-Color Contract

Please read, complete, and sign the following agreement between you, your agents representatives, and/or any entity with which you may be affiliated (hereinafter referred to as "Author") and Gom Publishing, LLC (hereinafter referred to as "Gom Publishing" or "the Company"), for your book (hereinafter referred to as "Work").

When completed, please mail to Gom Publishing at 4801 Roberts Rd., Ste. P., Columbus OH 43228-9496.

## AUTHOR CONTACT INFORMATION

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Daytime Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## MANUSCRIPT INFORMATION

Work Title: \_\_\_\_\_

Work Sub-Title (optional): \_\_\_\_\_

Pen Name (optional): \_\_\_\_\_

Manuscript Format (check the one used):

Microsoft Word	Microsoft Publisher	Adobe InDesign	QuarkXPress
Adobe PageMaker	Corel WordPerfect	Other (please specify) _____	

**(please call to see if your format is usable)**

Manuscript Submission (check the one to be used):

Mailed—CD-ROM      Mailed—Diskette      Mailed—ZIP Disk

Uploaded via Gom Publishing web site

Optional Submissions (check the desired options):

Author Photograph      Author Biography (200 words maximum)

Book Summary (200 words maximum)

## BOOK FORMAT

Check the Work format desired. If no size is checked, the default size (underlined) will be used.

Paperback (Paperback books may contain 12 to 100 pages.)

Paperback book size may be from 4" to 8.25" wide and 6" to 10.50" tall. The default is 6" x 9".

A paperback cover is high quality 10 pt. coated stock. 60# white acid-free paper is used for interiors.

My paperback book's width: \_\_\_\_\_ inches      My paperback book's height: \_\_\_\_\_ inches

Hardback, no cover      Hardback with cover (Hardback books may contain 12 to 100 pages)  
 5.5" x 8.5"      6" x 9"      6.125" x 9.25"      7" x 10"      8.25" x 10.50"

Hardback covers are laminated or cloth with foil stamp. 60# white acid-free paper is used for interiors.

A Gom Publishing graphics artist will work with you to help determine the best format for your book.

## PUBLISHING PLANS

Three publishing plans are available. The content of each, subject to change at any time in the discretion of Gom Publishing, is described in the following table.

Feature	Silver	Gold	Platinum
Book usually available in less than 120 days	X	X	X
Manuscript formatting (if original is in digital format)			
Up to 8 hours	X		
Up to 16 hours		X	
No hourly limit			X
Custom full-color cover design			
Up to 8 hours	X		
Up to 16 hours		X	
No hourly limit			X
Developmental Editing			X
Manuscript Indexing			X
1 proof copy	X	X	X
1 complimentary update of text after proof copy reviewed	X	X	X
1 additional proof copy, if required		X	X
ISBN assignment	X	X	X
ISBN bar code printed on cover	X	X	X
Books-in-Print listing	X	X	X
Library of Congress cataloging and registration	X	X	X
U.S. Copyright Office registration	X	X	X
Author page on the Gom Publishing web site	X	X	X
Book available through the Gom Publishing online store	X	X	X
Internet marketing on BarnesandNoble.com and Amazon.com (and its affiliates)	X	X	X
Author participation in the Gom Publishing royalty program	X	X	X
5 free printed books	X		
Participation in the Author Marketing Program		X	X
10 free printed books		X	
Inclusion in Book Distribution Program			X
15 free printed books			X

The content of the Author Marketing Program, subject to change at any time in the discretion of Gom Publishing, is as follows.

- 1 Color Laser-printed Galley Set
- 1 Poster Set
- 1 Card Set
- 1 copy of *1001 Ways to Market Your Books* by John Kremer
- 1 copy of *The Joy of Publishing* by Nat Bodian
- 1 CD-ROM
- Drop Shipment Service (lifetime for this book)
- Press Release (for author's use)
- Press Releases sent to targeted media
- Up to nine Galleys distributed to selected media book reviewers

The Book Distribution Program, subject to change at any time in the discretion of Gom Publishing, involves inclusion in Gom Publishing's book distribution service that uses 3<sup>rd</sup> party distribution companies to place your book in a variety of retail outlets throughout the United States.

Check the publishing plan desired:

Silver—\$999      Gold—\$1,999      Platinum—\$2,799

### **SERVICES À LA CARTE**

The following services may be purchased as required. Please check the options you want.

#### **Book Distribution Program—\$795**

Participation in the Book Distribution Program as described above.

**Galley Set**—\$50 plus S&H (per set of three).      # sets: \_\_\_\_\_.  
8.5" x 11" tape-bound color laser-printed galley.

**Poster Set**—\$199 plus S&H (per set of five).      # sets: \_\_\_\_\_.  
18" x 30" full-color featuring author photo (if supplied), book cover, and ordering information.

**Assistance**—\$50 per hour. (Billed upon completion of service.)

You may engage a Gom design specialist to resolve difficult manuscript formatting issues such as image placement, table creation, special internal text formatting, and custom cover designs.

**Note: Assistance, billed in half-hour increments at a minimum of one hour, will be required for corrections and revisions that are requested after any final proof has been received and/or after book production has begun.**

**Post Card Set**—\$75.      # sets: \_\_\_\_\_.  
200 4"x6" postcards. Each card has the full-color book cover on one side with your photo or book summary and book ordering information on the other.

**Bookmark Set**—\$45.      # sets: \_\_\_\_\_.  
200 bookmarks. Each card has the full-color book cover on one side with the your photo or book summary and book ordering information on the other.

**Business Card Set**—\$45.      # sets: \_\_\_\_\_.  
200 business cards. Each card has the full-color book cover on one side with your photo or book summary and book ordering information on the other.

**Drop Shipment Service**—\$25 per month. (Billed monthly to supplied credit card.)

Proprietary toll-free number is provided allowing you to call-in book orders and have them drop shipped to a designated address. (S&H added to the author's cost for the books.)

**CD-ROM—\$50**

A CD-ROM containing the final version of the book in desktop publishing and PDF formats; the text in a word processing form; and the corresponding graphic files (if appropriate).

**ISBN & Books-in-Print Listing—\$35.**

ISBN assignment and printing on book cover. Book listed in Bowker’s Books-in-Print.

**Additional Proof—\$45** # of copies: \_\_\_\_\_.

An additional proof copy.

**Note: To receive a proof copy reflecting corrections and revisions made after any proof has been received and/or after book production has begun, you must purchase at least one Additional Proof.**

**Online store listing—\$50.**

One-time set-up fee to have a book listed on the Gom Publishing online store.

**Author Marketing Program—\$1,245**

Participation in the Author Marketing Program as described above.

**Additional Book Format Set-up—\$299 per format** # of formats: \_\_\_\_\_.

A book format is defined by the combination of cover type (paper- or hardback) and size. Each plan provides your book in a single format. You may purchase additional formats. For example, the plan format may be a 6”x9” paperback. A 5.5”x8.5” hardback format can be added. You may choose as many additional formats as you want.

**Note: To receive a proof copy for an additional book format, you must purchase an Additional Proof for that format.**

Cover type and size of each additional format: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PAYMENT**

Check the method of payment to be used for the total due \$ \_\_\_\_\_:

Check (enclosed—\$25 return fee)

Money Order (enclosed)

Credit Card (CC) \_\_\_\_\_  
card number exp date card code

Signature \_\_\_\_\_

CC Address \_\_\_\_\_

CC City,State Zip \_\_\_\_\_

CC Phone Number \_\_\_\_\_

**MY PRICING**

Pursuant to the **RETAIL PRODUCT AND PRICE** section below, I want the retail prices of my book to be as follows:

My retail price: \_\_\_\_\_

**AGREEMENT**

I, \_\_\_\_\_ (signature), agree to the following terms and condition below, on this date of \_\_\_\_\_.

## RETAIL PRODUCT AND PRICE

The minimum retail price (hereinafter referred to as “Price”) of hardback and paperback versions of your book is based on the post-production page count as defined by the following table:

Page Count	4x6 to 5.25x8	>5.25x8 to 8.25x10.5	5.5x8.5; 6x9	6.125x9.25; 7x10; 8.25x10.75
	Paperback	Paperback	Hardback	Hardback
12-18	\$6.99	\$9.99	\$15.99	\$19.99
19-24	\$8.45	\$12.45	\$17.45	\$22.45
25-28	\$9.45	\$13.99	\$18.99	\$23.99
29-32	\$10.45	\$15.45	\$19.99	\$25.45
33-36	\$11.99	\$16.99	\$20.99	\$26.99
37-40	\$12.99	\$18.45	\$21.99	\$28.45
41-44	\$13.99	\$20.45	\$22.99	\$30.45
45-48	\$14.99	\$21.99	\$23.99	\$31.99
49-52	\$15.99	\$23.45	\$24.99	\$33.45
53-56	\$16.99	\$24.99	\$26.45	\$34.99
57-60	\$17.99	\$26.45	\$27.45	\$36.99
61-64	\$18.99	\$28.45	\$28.45	\$38.45
65-68	\$20.45	\$29.99	\$29.45	\$39.99
69-72	\$21.45	\$31.45	\$30.45	\$41.45
73-76	\$22.45	\$32.99	\$31.45	\$43.45
77-80	\$23.45	\$34.45	\$32.99	\$44.45
81-84	\$24.45	\$36.45	\$33.99	\$46.45
85-92	\$26.45	\$39.45	\$35.99	\$49.45
93-100	\$28.99	\$42.45	\$37.99	\$52.45

The Distributor Price is 85% of the Price.

The Price is subject to change at any time at the discretion of Gom Publishing. Gom Publishing also reserves the right to introduce additional editions and versions of the Work.

Note: You are free to set any retail price for your book as long as it is equal to or greater than the minimums defined in this section.

### AUTHOR COST

When purchasing a copy of your book for personal use (such as author resale), your cost per book is 75% of the Price.

### AUTHOR'S ROYALTIES

Your royalties are 10% of the Price or, if your book is sold through a distributor, 5% of the Distributor Price.

### PAYMENT

Royalties shall be paid to you on a monthly basis at the time of rendering the Statement of Account for the month.

### STATEMENTS OF ACCOUNT

You shall be given a Statements of Account on a monthly basis 30 days after the last day of the month accounted for. Each statement shall show for the month the total sales of you book of each type (retail and direct) and the corresponding royalty due.

## **SUBMISSION ACCEPTANCE**

Gom Publishing reserves the right to reject a submission, return it to the Author, and refund within 30 days any payment (less 10% to cover shipping and handling).

## **WARRANTIES**

The Author represents and warrants that he or she is the sole author of the Work and is the 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 libel any person or result in a person being placed in a false or damaging light; and that the Work does not infringe upon any statutory or common law right of copyright or privacy of any third party; that he or she is owner of any trademarks and/or trade names associated with the Work; that the Work does not constitute obscenity or hate literature, and that the author has the right to enter into this Agreement.

## **YOUR WORK...YOUR RIGHTS**

The Author acknowledges and agrees that Gom Publishing acquires no right of ownership to the Work under this Agreement; that Gom Publishing is a provider of limited services only (i.e., printing, book sales and Internet access) and assumes no responsibility for reviewing or correcting the content of the Work.

## **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.

## **INDEMNITIES**

The Author agrees to indemnify Gom Publishing 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 publication of the Work; (ii) Author's breach of any warranty in this Agreement. Gom Publishing agrees to notify the Author promptly of any claim for indemnity under this Agreement. The Author makes no warranties and shall have no obligation to indemnify the Publisher with respect to materials inserted in the Work at the Publisher's request. Gom Publishing may be represented in any proceeding by counsel of its choice; the Author may retain additional counsel at his or her own expense. However, this is in no way to be construed as Gom Publishing's accepting responsibility for the defense of any allegation, lawsuit, or complaint or representation in any matter on behalf of the Author. Any settlement agreement between Gom Publishing and a third party regarding a claim covered by the indemnity provisions of this Agreement shall be binding upon Author.

## **TERM AND EXCLUSIVITY**

This Agreement is nonexclusive (the Author can enter into other publishing agreements). Gom Publishing retains all digital property and ownership related to all completed production data and files. Either party has the option to terminate the Agreement at any time, with or without cause, upon written notice. If the Agreement is terminated by the author within the first 30 days following publication, any publishing fees will be refunded in full (or applied against any outstanding amounts in the Author's account). If the Agreement is terminated by Gom Publishing at any time, any publishing fees will be refunded in full (or applied against any outstanding amounts in the Author's account). For the purposes of this paragraph, 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 Gom Publishing due to a breach by Author of this Agreement, no fees shall be refunded. Gom Publishing 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.

**NOTICES**

All notices to Gom Publishing must be sent in writing to its office at 4801 Roberts Rd., Ste. P., Columbus OH 43228-9496. All notices to the Author shall be in writing to the address specified by the Author.

**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.

**SEVERABILITY**

The invalidity or unenforceability of any provision of this agreement shall not affect or impair the validity of any other provision.

**LAW AND VENUE**

The laws of the State of Ohio shall govern this Agreement. 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 thereof under this Agreement. Any proceeding under this paragraph shall be brought in the federal or state courts in Ohio. 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.