

# TRILOGY CHRISTIAN PUBLISHING AUTHOR AGREEMENT



# "CELEBRATE EVERY LIFE"

## PUBLISHING AGREEMENT

It is understood and agreed that "Nanette Castro" (the "Author") is the creator of a work tentatively titled, "Celebrate Every Life" (the "Work"), holder of the copyright, and/or has legal Authority to publish the Work. The "Work" (also referred to herein as the "Book") is a book, manuscript, or other document provided by the Author, to which this Agreement pertains. Book form includes both print and digital publishing.

### **Production Services to be completed by Trilogy Christian Publishing, ("TCP" or "Publisher")**

1. Professional copy editing, including technical, grammatical, and conceptual suggestions regarding questionable content and title, prior to final proof.
2. Original cover design in full-color process; (preparation of all front-matter and back-matter files for print). Upon completion of the Design Questionnaire, the Designer will provide Author with two varied cover designs and then up to three revision sessions for color modification and/or font changes. Any additional cover designs, cover title changes, etc. will be at the added expense of the Author. This contract includes images secured by TCP, or royalty-free images owned or provided by the Author. The publisher's design for the book cover will be based upon the Author's input and feedback, and all covers to be shown on TBN television must receive final approval of TBN Executive Producers prior to book release and airing.
3. Original interior page design for the Work. Produce final proof for Author's review. Approved image count (submitted photographs, designs, text tables, and/or art) may not exceed sixteen (16) in number, without prior written approval of Publisher. Photos, designs, text tables, and/or art, must be free from any rights issues (author is fully responsible for obtaining the rights), and will need to be a minimum of 300 dpi resolution. All interior photos and graphs will be printed in black and white. Any additional changes requested by Author after Publisher has received Author's written approval for print/distribution will be at the added expense of Author.
4. Publisher will also publish the Work as an Electronic Book (eBook), which shall be available for consumer purchase and download. The Electronic Book is included in this contract at no expense to the Author, and will be created, developed, and placed in worldwide availability by Publisher.
5. In addition to publishing the Work, Publisher will work with Author to promote the release of the work. The work will be submitted for national retail distribution via Ingram/Spring Arbor. The work will then be made available for sales online to retailers such as Amazon, Barnes & Noble, and other online booksellers.
6. Should the Author's final submitted manuscript exceed 75,000 words in length, additional editing fees will apply.
  - A.) Any manuscript over 75k up to 150k words will incur an additional editing fee of \$550.00
  - B.) Any manuscript over 150k up to 175k words will incur an additional fee of \$700.00
  - C.) Any manuscript over 175k up to 200k words will incur an additional fee of \$900.00

7. Publisher reserves the right, at any time during the Publishing process, to cancel this publishing agreement for any reason and return the manuscript to the Author. In the event of the publisher canceling, a full refund will be issued to the Author for all fees received up to the date of cancellation.

#### **Distribution:**

1. Publisher will arrange for an International Standard Book Number (ISBN), Cataloging-in-Publication Data entry, and the barcodes.
2. Publisher will arrange for copyright notice intended to protect the Author's rights in all copies of the Work produced. Copyright will be filed in Author's name.
3. Publisher will upload the Work for placement in the database of all major physical bookstore locations such as Barnes and Noble, as well as online venues such as Amazon.com via Ingram/Spring Arbor.
4. Publisher has the exclusive license to arrange for the printing, publishing and sales of the Author's Work during the term of this agreement. This does not prohibit the author from personal re-sales.
5. Author grants to Publisher during the term of the agreement, including renewals and extensions thereof, the sole and exclusive right to publish, sell and/or license the publication in any or all languages throughout the world as well as sole and exclusive subsidiary publication rights throughout the world, should there be demand for other language versions of the Work.
6. Author retains all rights to the dramatic, motion picture, film, operatic, musical, radio, television, and any other video rights for the Work.
7. Publisher shall be allowed to publish and present for distribution the Author's Work when Publisher deems the Work ready for distribution.
8. Publisher, at its own expense, may send titles as samples for publicity and promotion of Author and Author's work.
9. Author agrees to provide Trilogy with a completed W-9 tax form in cooperation with the IRS. Author agrees to complete the TBN Supplier Form. These two forms must be completed and approved by TBN Finance prior to the Author's Work being released into the market.

#### **Term of Agreement:**

1. The term of this agreement shall begin on the date signed and extend for three years from the day the Work is first made available.
2. Agreement will auto-renew for one year at the close of the initial term, and for each subsequent anniversary date of this agreement, unless either party notifies the other party in writing of their desire to terminate the agreement at least 30 days prior to the renewal date. Email correspondence is sufficient to meet the "in writing" requirement as long as the email receiving party replies to the sending party. There will be no fees to the author for annual auto-renewal.

**Miscellaneous:**

1. If the copyright in the Work or any derivative work is infringed upon by a third party, the Author has the right, but not the obligation, to pursue a claim for infringement as the Author deems appropriate. If the Author does not pursue such a claim, the Publisher may do so at Publisher's expense.

**Manufacturing Elements to be Determined during Production:**

The items below are representative of each element of production of the Work and will be determined and reduced to writing for acknowledgment by Author during the production and editing phases of the Work. Final determinations will occur during the production and editing phases of the Work.

1. Unacceptable Content. If the Publisher, in its sole discretion, reasonably deems the Manuscript, and/or any other materials delivered by the Author to be unacceptable in form or substance (foul language, graphic sex, graphic violence, or anything that goes against our Statement of Faith on Page 8), then the Publisher shall promptly advise the Author, and the Author shall cure any defects and generally revise and correct the Manuscript and/or other materials to the reasonable satisfaction of the Publisher, and deliver fully revised and corrected Manuscript and/or other materials promptly after receipt of the Publisher's notice. Publisher shall have the exclusive right to edit or modify the Work at Publisher's discretion to correct this content prior to the publication and/or release of the Work.
2. Copy Details. Any electronic files submitted must conform to Publisher's production guidelines and be submitted prior to receiving and completing further publishing protocol instructions. Photographs, designs, text tables, and/or art provided by the Author must be approved for use by Publisher. The original manuscript and all edits thereof must be conveyed via Microsoft Word during the Publishing process. Publisher does not accept manual/paper submissions or edits.
3. Cover. Full-color process. Publisher will generate files as required for manufacturing.
4. Standard Job Description and Book Size. The size of the Author's Work will be determined by the Publisher based on the word count and what will enhance the appearance of the Book. Standard book sizes include: 5" x 7", 5.25" x 8.25" and 6" x 9". Publisher may implement a non-standard size in order to best sell the Book.
5. Retail Price. The retail price of the printed and digital Work will be set by the Publisher.
6. Digital Proofs. The final digital proof requires Author's written acknowledgment before manufacturing can begin.
7. Binding. The book will be softcover, with perfect binding. Other binding options are available at the discretion and as approved by Publisher in consultation with Author. Hardcover design is available for a one-time fee of \$250.00 to have Trilogy create a hardcover version of the Author's Work exclusively for the author's personal supply. Only the softcover version of the Author's Work will be sold in distribution.

8. Release Date. The author will be provided an estimated release date for the Work, based on what will benefit both Author and Publisher and time and sales requirements.

### **Distribution and Royalty Schedule:**

#### **Agreement for Book Sales between Author and Publisher:**

Publisher will present your book to our distribution channels for placement in the database of all major physical bookstore locations, as well as online venues such as Amazon.com.

#### **Royalties:**

Royalties shall accrue to the Author's account from sales through the distribution channels of the Publisher of the Work, whole or in part, in any media, as set forth below during the term of the agreement. For the purposes of this Agreement, the term "Net Sales" shall mean all sums actually received by the Publisher from its sales of the Work (the wholesale price) to their Distributor, less any manufacturing costs the Publisher pays to the printer.

The Author royalty from distribution sales (brick and mortar store sales, Barnes & Noble, Amazon, etc.), as well as Author royalty from sales of the Work sold as an Electronic Book (eBook), shall be one hundred percent (100%) of the Net Sales as defined above, received by the Publisher until the Author receives a total amount equal to the Author's initial investment with Trilogy Publishing. That investment amount can be found on Page 9 of this agreement.

Once the Author's initial investment amount is fully recouped through royalties, all further royalties during the term of the agreement will be divided between Author, who will receive seventy percent (70%), and the Publisher, which will receive thirty percent (30%).

Publisher will make available to the Author an accounting of Net Sales, returns, and collections for the most current six-month period for which Publisher has received payment from the distributors. Royalties accrued from April through September of each year will appear on January's report. Royalties accrued from October through March will appear on July's royalty report. If Author's July royalty total is less than \$100 (one hundred dollars), that total will be added to the January royalty report.

***All appropriate forms MUST be completed by the author in order to secure royalty payments. The author must return a completed W-9 form as provided by Trilogy to meet IRS regulations. The author must also return a completed Supplier Setup form from Trilogy in order to secure direct deposits to the author's account. The Work of the author will not be released to Amazon and other outlets without these completed forms on file.***

**Author Purchases:**

1. Books Purchased by Author. Author shall have the right to purchase for re-sale, on a non-refundable basis, additional copies of the Work at sixty percent (60%) off the retail price plus any shipping or freight charges. (Shipping costs shall be paid by Author).
2. No royalty shall be paid to the Author on any copies purchased by Author or Author owned/controlled organizations.

**Author Agreement:****Author Accepts the Offer of Trilogy Christian Publishing and Agrees to the Following to Create the Contract:**

1. Author will provide a usable electronic file of the writing for the Publisher to begin production. A usable file would be a manuscript completed in MS Word using a PC or Mac computer, which allows for the manuscript to be shared, edited, saved, and updated.
2. Author agrees to promptly review all edits presented. The author will have thirty (30) days from his/her receipt of the edits to return the final manuscript with written approval to Publisher.
3. Author agrees to provide information necessary to assist Publisher with distribution such as author bio, etc.

**Author further agrees and warrants:**

1. Author is the sole owner of all the rights granted to the Publisher.
2. Author's Work does not infringe upon or interfere with any other works, books, or materials; it will not violate, invade, infringe upon or interfere with the rights of any third party or any statutory or common law copyright.
3. Author is to provide assurance that Author has and shall retain copyright to the Work for the duration of this Agreement. The author agrees to contract with Trilogy Christian Publishing to produce the Work.
4. Author is to provide written approval for the use of copyrighted lyrics, music, images, and names used in the Book.

If copyrighted material from other sources (including any writings, compositions, photos, or any materials not owned or controlled by Author) is included in the Work, any fees demanded by the copyright owner will be paid by Author.

5. Author agrees to provide a completed W-9 form and Author Supplier Form to be submitted to Publisher prior to the publication and release of the Author's Work. Forms will be provided to the Author by Trilogy for completion.

**Miscellaneous:**

1. All photographs, designs, text tables, and/or art must be approved by Publisher for use in Author's Work. Approval may or may not be granted based upon its conceptual and technical quality. Any photographs, designs, text tables, and/or art that are not submitted before editing officially begins may not be included in the Work. Up to sixteen (16) photographs, designs, text tables, and/or art may be approved for inclusion in the book. If work exceeds sixteen (16) photographs, designs, text tables, and/or art there will be an additional design fee of \$60.00 per image.
2. Should original illustrative work be requested by the author, an illustration fee of \$75.00 per illustration is required.

**Understanding of Both Parties:**

1. Publisher will use social media (i.e., Facebook, Twitter, Instagram) to help promote the release of the Work.
2. The Author will never be charged for any expense not listed in this contract without Author's written approval.
3. Publisher cannot guarantee a volume of books being sold as a result of this agreement.
4. Agreement will be effective the date Publisher receives a copy of the signed Agreement and a non-refundable initial down payment of at least One Thousand Six Hundred Fifty Dollars (\$1,650.00) (U.S. Currency). Book production begins when the author has paid half of the fully contracted amount. The author's final book will be scheduled for national release once the total contracted amount is paid in full, and the required forms have been received by Trilogy Publishing.
5. If termination of Agreement transpires, Publisher will grant Author ninety (90) days to purchase additional copies of the Work, on a non-refundable prepaid basis, at sixty percent (60%) off the retail price, plus any shipping or freight charges. Any remaining product not purchased by the Author within this ninety (90) day period, will become the sole property of the Publisher and may be sold and/or disposed of by Publisher. Publisher will not print or distribute additional product other than what remains in inventory after the author's ninety (90) day period to purchase ends.

**Author Accepts the Offer of Trilogy Christian Publishing, and Agrees to the Following:****Author Agrees to Perform Several Tasks, Including the Following:**

1. Author agrees to comply with the terms set forth herein.
2. Author agrees to refrain from using any method to defame or harm the Publisher, including, but not limited to social media, litigation, multi-media, or written materials.
3. Author assumes any and all liability and agrees to hold Publisher harmless from any liability arising from

content of the Author's Work.



## **TRILOGY CHRISTIAN PUBLISHING**

### **STATEMENT OF FAITH**

By signing this publishing agreement, Author attests to the following Statements of Faith:

1. I believe the Holy Bible is the inspired, infallible, and authoritative source of Christian doctrine and precept.
2. I believe there is one God, eternally existent in three persons: Father, Son and Holy Spirit.
3. I believe man was created in the image of God, but as a result of sin is lost and powerless to save himself.
4. I believe the only hope for man is to believe in Jesus Christ, the virgin-born Son of God, Who died to take upon Himself the punishment for the sin of mankind, and Who rose from the dead so that by receiving Him as Savior and Lord, man is redeemed by His Blood.
5. I believe Jesus Christ, in person, will return to earth in power and glory.
6. I believe the Holy Spirit indwells those who have received Christ for the purpose of enabling them to live righteous and godly lives.
7. I believe the Church is the Body of Christ and is composed of all those who, through belief in Christ, have been spiritually regenerated by the indwelling Holy Spirit. The mission of the Church is worldwide evangelization on the one hand and the nurture and discipline of Christians on the other.

## CONTRACT EXECUTION PAGE

This Agreement constitutes the complete agreement of both parties. This contract shall be considered null and void as an offer thirty (30) calendar days from the date the offer was extended by the Publisher.

**Signing below verifies you have read and understand all of the included pages and agree to the full terms of this publishing contract.**

\_\_\_\_\_  
Author's Signature

\_\_\_\_\_  
Author's Printed Legal Name

\_\_\_\_\_  
Author Email Address

\_\_\_\_\_  
Author Phone Number

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Citizenship (for Copyright filing)

\_\_\_\_\_  
**Trilogy Christian Publishing, Signature of Legal Agent**

**Author has read and accepts all provisions of this Agreement, including the non-refundable fulfillment payment of Five Thousand and Five Hundred Dollars (\$5,500.00). The author's book will be loaded to distribution for national release once the full contracted dollar amount is paid in full and required forms have been received by Publisher.**

**Upon signature and return of this Agreement, Author hereby authorizes the non-refundable payment of \$ \_\_\_\_\_ in U.S. currency as follows:**

\_\_\_\_\_  
**Name as it Appears on Card/Account**

\_\_\_\_\_  
**Full Mailing Address Associated with Payment Method  
(Address, City, State, and Zip Code)**

**My payment is being made via credit/debit card: (Visa, Mastercard, Discover, or American Express)**

\_\_\_\_\_  
**Card Number**

\_\_\_\_\_  
**Expiration Date**

\_\_\_\_\_  
**Code on Back of Card**

**OR**

**Electronic Bank Draft (checking or savings)**

Routing #: \_\_\_\_\_

Acct#: \_\_\_\_\_

## CONTRACT ADDENDUM

### SOCIAL MEDIA CAMPAIGN (Included)

- a) Publisher agrees to promote Author's Work via five (5) impressions across **TBN Social Media** platforms (2 Facebook, 2 Twitter, 1 Instagram) within the first year (365 days) of the initial release of the Work.

TBN INSPIRE TV COMMERCIAL PRODUCTION & CAMPAIGN \*(not included in this Agreement, but the author may pay \$5500 anytime in the future to add on)

- a) Publisher agrees to script and produce a professional:30 second television commercial that the Author can utilize across social media and other avenues at Author's discretion.
- b) Publisher agrees to provide a minimum of twenty (20) airtime positions on the **TBN Inspire** channel within the first year (365 days) from the release date of the book to air the: 30 second television commercial in order to promote Author's Work.

TBN TV COMMERCIAL PRODUCTION & CAMPAIGN \*(not included in this Agreement, but author may pay \$10,000 anytime in the future to add on)

- a) Publisher agrees to script and produce a professional:90 second television commercial that the Author can utilize across social media and other avenues at Author's discretion.
- b) Publisher will produce a television commercial to be aired on **TBN**, which is approximately 90 seconds in length ("Commercial"). The Commercial will feature Max Lucado's book, *Unshakeable Hope Study Guide*, the work of this Author, and Jay Sekulow's book, *Jerusalem*, along with an invitation for other prospective authors to contact Trilogy at Trilogy's web address and/or phone number. A minimum of 8 insertions of the Commercial into TBN's schedule will occur in a 4 to 8-week period. Commercial to air between 6:30 AM and 11:30 PM Eastern Standard Time. Publisher will grant Author a license to stream the Commercial on Author's social media account(s) in the context of promoting Author's book and promoting Trilogy, as long as this publishing and promotion agreement remains in effect.

## **CONTENT APPROVAL**

All Ads appearing on TBN and TBN Inspire require approval by the TBN Executive Producers prior to confirming Ad placement. If Ad is not approved by TBN Executive Producers, Trilogy will offer the author alternative options. If these options are declined by the author, Trilogy will refund the portion of this agreement that was designated for television advertising. This is calculated by taking the Total price of the agreement minus the cost of book publishing.