



## HIS PUBLISHING GROUP - U.S. AUTHOR CONTRACT

This Author Contract (“AC”) is a Print on Demand Agreement (“Agreement”) and is entered into as of \_\_\_\_\_, \_\_\_\_\_, 2022 (the "Effective Date") between HIS Publishing Group a subsidiary company of HISpecialists, llc, licensed in Texas with its principal offices at 4310 Wiley Post Dr, Suite 201-D, Addison, TX 75001 (“HISPUBG”) and Author [\_\_\_\_\_], with principal residence at [\_\_\_\_\_] (“Client”).

### I. Print on Demand Agreement

- A. Agreement. HISPUBG will provide Print on Demand Services (Wholesale Order and/or Author Direct Order Services) (“Services”) for Client for titles stored in the HISPUBG database at HISPUBG's printer’s facilities located in the United States, and/or other such sites as Client and HISPUBG may agree upon.
- B. Addendum A “Operating Manual” (separate document, but part of this agreement) - The HISPUBG Print on Demand Author Operating Manual (“Operating Manual”) is incorporated into and forms a part of this Agreement. The Operating Manual describe the requirements for receipt of digital images from Client and scanning of physical Titles along with professional and quality review and control standards that HISPUBG shall meet prior to shipment of books. The Operating Manual is subject to change from time to time by HISPUBG, without Client’s consent, however HISPUBG agrees to notify Client, in writing, of any material change to the Operating Manual prior to the change taking effect.
- C. Addendum B “Fee Schedule” (separate document, but part of this agreement) - Client agrees to pay the fees set forth on Fee Schedule. The Fee Schedule is incorporated into and forms a part of this Agreement. HISPUBG may modify the Fee Schedule at any time upon sixty (60) days notice to Client. Unless otherwise agreed to in writing by the parties hereto, all fees and compensation due and owing as a result of performance under this Agreement are quoted and payable in U.S. Dollars. Fees for placing Titles into the database shall consist of a one-time fee that will be charged for the placement of each new Title in the database and a digital catalog fee for each Title in the database due at Title set up and billed on an annual basis thereafter. The digital catalog fee is not refundable in the event that a Title is withdrawn from the database. HISPUBG reserves the right to offset any Client past due balances for services performed under this Agreement against any amounts HISPUBG may owe Client.
- D. Termination. Either party may terminate this Agreement by giving the other party forty-five (45) days written notice.
- E. Rights to Print/Distribute. Except as provided for herein, all rights to the Titles in the database shall remain the property of the Client. HISPUBG is hereby granted a limited, non-exclusive, transferable license solely to print, or cause to be printed, the Titles in the course of its business of providing the Services hereunder and to distribute the Titles to fulfill HISPUBG’s client’s orders. Client shall remain responsible for all returns from distribution sources. The database containing the Titles will be a secure database to prevent the unauthorized alteration of content or printing of books.



- F. Title Submission. Client will submit titles (“Titles”) in the designated format to HISPUBG through the HISPUBG website at <http://www.HISpubg.com> or as otherwise agreed by the parties. Specific technical details are set forth in the Operating Manual. Client or HISPUBG may delete a Title from HISPUBG’s database inventory at any time upon giving the other party thirty (30) days written notice.

## II. Wholesale Services

- A. Wholesale Order Pricing. Client will determine the suggested retail list price of each Title. HISPUBG will print books as they are ordered and buy the books from Client at the wholesale discount agreed upon by the Parties. Client may change the list price and wholesale discount upon forty-five (45) days written notice to HISPUBG.
- B. Author Compensation. Client will be paid Author compensation (“Author Compensation”) for each book printed and sold by HISPUBG to its customers in an amount equal to the wholesale price less the cost of printing as specified in the Fee Schedule. Author Compensation will be paid to Client within ninety (90) days following the end of the month in which such sales were made. HISPUBG may change the Author Compensation terms upon sixty (60) days written notice to Client.
- C. Returns. Books will be sold non-returnable. If Client designates any Title as returnable, returns will be made in accordance with HISPUBG’s then current returns policy.

## III. Author Direct Order Services

- A. Order Fulfillment. At Client’s request, HISPUBG will provide Author Direct Services, which shall generally include printing, fulfillment and other special services as agreed by the Parties. HISPUBG will print books for Client as they are ordered and provide order fulfillment services as described in the Operating Manual. Client will be responsible for all its own accounting and other business needs not expressly set out in this Agreement or the Operating Manual, including but not limited to third party pricing, terms of sale, order taking, order entry, invoicing, credit memo processing, credit, collections and customer service.
- B. Author Direct Order Fees. Client shall pay HISPUBG for all printing charges, service fees, freight and postal charges incurred by HISPUBG on behalf of Client during the term of this Agreement. HISPUBG shall provide Client with invoices detailing the fees for services and reimbursable expenses and Client shall make payment, without offset, upon receipt of the invoice. If payment is not made within agreed terms, HISPUBG may discontinue further services until payment is made or, at its option, may immediately terminate this Agreement.
- C. Correction of Errors. Client acknowledges that errors (such as mis-shipments, quantity/title discrepancies, or missed delivery dates) will occur from time to time in the normal, ongoing course of business. If an error occurs and it is HISPUBG’s fault it will be corrected by HISPUBG at its cost by re-shipment, arranging for the return shipment, or reimbursing the Client for the incurred standard or premium freight charges. These shall be Client’s exclusive remedies for errors and HISPUBG shall have no further liability.
- D. Risk of Loss in Transportation. HISPUBG shall be liable for the risk of damage or loss of Client’s books in transit from HISPUBG’s facilities to Client or Client’s Customers, where the Client or Client’s Customer’s order is shipped on a prepaid basis and HISPUBG made the arrangements for transportation.



#### IV. General

- A. Defective Books. HISPUBG will replace at its own cost any books which do not meet the quality standards set forth in Addendum A - Operational Manual due to manufacturing defect.
- B. Warranty. Client represents and warrants that it is either the owner of each of the Titles and all copyrights related thereto, or has legally obtained the legal authority from the sources or owners of the Titles to print, or have printed, and to distribute the Titles in accordance with the terms hereof and that the Titles are not libelous, defamatory or obscene, or otherwise violate any applicable laws. Client will promptly notify HISPUBG in writing if it receives or otherwise becomes aware of a claim alleging facts which if true would be a breach of any of the foregoing representations or warranties. HISPUBG warrants that the Titles printed shall materially conform to the standards established in the Operating Manual.
- C. Indemnification. Client shall defend, indemnify and hold HISPUBG, its directors, officers, employees and agents harmless from any claims of others alleging facts which if true would be a breach of any of Client's representations or warranties. HISPUBG will give Client prompt written notice of all claims, provide reasonable cooperation in the investigation and defense, and permit Client, at its expense, to defend the claim with legal counsel of its choosing reasonably satisfactory to HISPUBG.
- D. Limitation of Liability. Neither party's liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors or for fraudulent misrepresentation; is excluded or limited by this Agreement. Other than that as set out above, neither party shall be liable (whether for breach of contract, negligence or for any other reason) for any; (i) loss of profits; (ii) loss of sales; (iii) loss of revenue; (iv) loss or waste of management or staff time, and interruption to business; (v) indirect, consequential or special loss; even if the parties have been advised of the possibility of such losses. Excluding any indemnification obligations contained in this Agreement, neither party's total liability under this Agreement shall exceed, for physical damage to tangible property, the sum of Five Hundred Dollars (\$500) in respect of each event giving rise to liability, in an aggregate amount not to exceed Five Thousand Dollars (\$5000) and for all other loss or damage, in an aggregate amount equal to the total amount paid by Client for services under this Agreement in the 12 month period prior to most recent event giving rise to liability. The parties hereby acknowledge that the mutual covenants and agreements set forth in this Agreement reflect this allocation of risk.
- E. Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder or any portion thereof without the prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that HISPUBG may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder or any portion thereof to its parent, subsidiaries, affiliates or successors without Client's consent or approval. Nothing in this section shall prohibit HISPUBG from subcontracting discrete components of production at HISPUBG's sole discretion.
- F. Taxes. Each party shall be responsible for any tax liability it incurs due to the performance of its duties under this Agreement. However, with respect to Author Direct Order services, Client shall for all purposes be the seller of record for the books, including for purposes of gross receipts, sales and use taxes and custom fees, and shall be responsible for reporting and remitting all such taxes and fees to the applicable authorities. Client shall be liable for any and all taxes resulting from decisions to transact business or own inventory in any jurisdiction.



- G. Force Majeure. Any delay or inability of a party to perform obligations in accordance with this Agreement (other than the payment of money) due to Acts of God, strike or any other such matter beyond the reasonable control of such party shall be excused, shall not constitute a material breach hereof and performance under this Agreement shall be deemed modified to accommodate such impediment(s).
- H. Choice of Law; Jurisdiction and Venue. This Agreement will be interpreted and enforced in accordance with the laws the State of Texas and the parties hereto agree, at such time, to recognize and submit to the jurisdiction and venue of the courts of the State of Texas.
- I. Entire Agreement. This Agreement, together with all addendums, exhibits, schedules and attachments hereto, constitutes the entire agreement between the parties concerning the subject matter hereof. No waiver, modification, or amendment to this Agreement will be binding unless reduced to writing and duly executed by the party to be bound thereby. In the event there is a conflict between the terms of the Operating Manual and this Agreement, the terms of this Agreement shall control. Client hereby acknowledges and agrees that it has received a copy of and has fully reviewed and understands the Operating Manuals and Fee Schedule.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and delivered as of the Effective Date.

- Percentage Discount To Be Offered To Booksellers And Wholesalers: \_\_\_\_\_% (Please Select)  
(20-55% maximum is recommended)
- Retail Price For Book \$\_\_\_\_\_ (Please Select)  
(You want to make sure the wholesale discount and printing cost are covered in the retail price)
- Returns Will Be Handled Under Separate Contract.
- Acceptance of Addendums A & B Separate From, But Part Of This Agreement. \_\_\_\_\_ (Please Initial)

**Contact Information:**

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

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

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Author/Copyright owner Agrees to the terms of this contract: Please sign below

\_\_\_\_\_

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

**Option I - Print, Sign and Mail completed copy to:**

HIS Publishing Group  
Division of HISpecialists, llc  
4310 Wiley Post Drive  
Suite 201D  
Addison, TX 75001

**Option II – Print, Sign, Scan and Email signature pages to [info@hispubg.com](mailto:info@hispubg.com)**

Attn: Author Contracts

Approved by: \_\_\_\_\_

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

\* Copy of the signed and executed agreement will be returned to the Author.

If you have any questions or concerns with the terms of this agreement, please contact us by phone 214.265.1200.