

Wood Lake Publishing Inc. – PineValley

Provision of Services Agreement

This is a Provision of Services Agreement between Wood Lake Publishing Inc., operating under its PineValley imprint, (herein referred to as “we” or “us”), and the designated author and any co-author(s), (herein referred to as “you”), named at the bottom of this Agreement.

Definition of Terms

Co-author: Any person, other than the “designated author,” who contributed to the creation of the Work, is a signatory to this Agreement, and shall be credited as an “author” on the front cover of the Work

Designated author: the individual who orders and pays for the Services.

Joint Work: any Work authored by more than one person.

Net Receipts: The payment we receive from direct customers and third-party vendors. In the case of third-party vendors, Net Receipts means the selling price less any sales commissions charged by the vendor.

Recitals

1. We provide services and products on a fee-for-service basis to authors seeking to publish, promote, and sell their manuscripts (“Works”), to which they own the copyright.
2. You desire to hire us as your provider of selected editing, design, production, printing, promotion, selling, distribution and other services (the “Services”), as may be mutually agreed upon from time to time in conjunction with the publication, promotion, distribution and selling of your Work. We desire to perform the Services selected by you, subject to the terms and conditions specified in this Agreement (“Agreement”). This Agreement is part of each Service offered by us and purchased by you.
3. We will use reasonable efforts to help you publish, promote and sell your work consistent with the Services purchased by you. However, we cannot guarantee sales of your Work. We make no guarantees or promises as to the minimum number of books you can expect to sell as a result of purchasing the Services. We have no control over the purchasing decisions of consumers and are not liable to anyone if the Work does not sell to your expectations. By signing this Agreement, you acknowledge and indicate your acceptance of the foregoing.

1.0 Grant of Rights

- 1.1 You hereby grant us a non-exclusive worldwide license to manufacture, publish, distribute and sell the Work, in English, in print format, in accord with the Services purchased by you.
- 1.2 You hereby grant us a non-exclusive worldwide license to use, reproduce, modify, distribute transmit, store and sell the Work in e-book format, in accord with the Services purchased by you.

Author: _____ Publisher: _____

- 1.3 In order to provide certain Services as may be purchased by you, you grant us a non-exclusive, worldwide license to store, copy, print, use, publish, promote/market, distribute and sell the Work in e-book and print format through distribution channels, including online or electronic distribution channels (for example websites such Amazon.com, Amazon Kindle, Google books) in accord with the Services purchased by you.
- 1.4 You grant us the right to use, display, promote/market, distribute and make excerpts from the Work, or from information about yourself provided to us by you, in electronic and print format. Electronic excerpts shall be viewable on our PineValley website; and, at our sole discretion, on our Wood Lake Publishing website.
- 1.5 You grant us the right to store, use, transmit and distribute electronic copies of the Work as necessary to enable the printing and distribution process. This grant includes our vendors or third-party service providers (for example, Print-on-Demand suppliers).
- 1.6 You grant us the right to send free review copies of the Work to the media, editors, teachers, professors and any other potential book reviewers at their request, in accord with the Services purchased by you.
- 1.7 All rights not expressly granted to us by you remain with you. You will retain all rights to the content of the Work, including copyright.

2.0 Warranties and indemnities

- 2.1 You, and any co-author(s) of the Work, individually and jointly warrant that you are the sole copyright owner of the Work and all its contents and that the Work does not infringe on the copyright of any third party.
- 2.2 You warrant that you have obtained all necessary permissions for any material, whether text or graphic, copyrighted by any third party(ies) and quoted or inserted by you in the Work. You further agree to furnish us with a copy of all such permissions together with any required third-party credits.
- 2.3 You warrant that you own all rights in the Work free of liens or encumbrances and that you have full power to execute this Agreement.
- 2.4 You further warrant that the Work contains nothing unlawful, libelous, objectionable, or in violation of any right of privacy; and that the Work is not plagiarized.
- 2.5 You completely and wholly accept all responsibility for the Work. We reserve the right to discontinue all Services if you violate the above warranties, and shall retain all fees for Services paid by you up to the time of termination.
- 2.6 You agree to indemnify and hold harmless PineValley, Wood Lake Publishing Inc., and any of its “Affiliates” and any sellers of the Work from and against any losses; liabilities; final judgments, awards, or settlements for damages; and expenses (including without limitation reasonably attorney’s fees and court costs) as a result of any action arising out of breach of the foregoing warranties, except that such indemnity shall not apply to any material inserted in the Work by us, or by you at our request. “Affiliates” means owners, officers, directors, employees, or third parties providing services to us, including distributors, Internet service providers, advertisers or any other entity or person to whom

we extend our representations and warranties in connection with the production, dissemination, transmission, promotion, publication, or distribution of the Work.

- 2.7 We agree to indemnify and hold you harmless for and against any final judgments for damages or for any expenses resulting from any action arising out of material inserted in the Work by us or by you at our request.
- 2.8 The above provisions shall continue in force whether or not this contract is terminated or canceled.
- 2.9 If you are co-author of a joint Work, your co-author must also sign a copy of this Agreement, and you both acknowledge that you shall be bound by the terms, conditions, warranties and indemnities contained in this Agreement.

3.0 Your Agreements and Responsibilities

- 3.1 You agree to sign and submit a copy of this Agreement before any Services are rendered. You also agree that you shall be bound by the terms, conditions, warranties and indemnities contained in this Agreement.
- 3.2 You agree to pay for all Services purchased by you in advance and you hereby acknowledge and agree that PineValley will not begin any Services purchased by you until we have received payment in full for the Services. Payment may be made by VISA, MasterCard, or by cheque payable to Wood Lake Publishing Inc. If payment is made by cheque, provision of Services will not commence until the cheque has cleared our bank and the funds irrevocably credited to our account.
- 3.3 You agree that any and all Services purchased subsequent to your initial purchase of Services shall be subject to all terms and conditions of this Agreement and any amendments thereto as may be posted on the PineValley website, pinevalleypublishing.com, from time to time.
- 3.4 You agree to submit the Work in a form acceptable to us. Any subsequent changes or editorial revisions requested by you outside the scope of the services purchased by you shall be subject to additional charges.
- 3.5 You understand and agree that if you are a co-author of a joint Work, the individual who orders and pays for the Services will be the “designated author.” The co-author(s) of a joint Work shall also be required to sign and submit a copy of this Agreement.
- 3.6 You agree to provide an author “bio” and a description of the content/subject of your book for marketing and/or back cover purposes as part of the submission process. You also agree to review, fact check, edit, and proofread galleys of the Work sent to you by us; and to provide any other assistance or documentation as we may reasonably request in regard to the Services purchased by you.
- 3.7 You understand and agree that you shall pay for all print copies of the work ordered by you, except for any copies that may be included as part of any Services package purchased by you. You also agree that you shall pay for all shipping costs for print copies

of the book ordered by you, or provided to you as part of any Services package purchased by you.

- 3.8 You understand and agree that at no time and under no circumstances shall we be responsible to store or warehouse print copies of the Work.
- 3.9 You agree that all copies of the Work are purchased on a non-returnable, non-refundable basis.

4.0 Our rights and responsibilities

- 4.1 We are not responsible for editing the Work except to the extent that you have purchased and have paid for editing Services from us.
- 4.2 We will format the interior pages and cover of the Work for distribution in softcover and in electronic (epub and mobi) e-book formats.
- 4.3 We will offer you an opportunity to consult with us regarding the style, formatting, and design of the interior pages of the Work, and regarding the cover of the Work, and will do our best to accommodate any requests or suggestions you have in these regards, but final discretion over style, design, and formatting of both the interior and cover of the Work shall be ours.
- 4.4 We will determine the details of publication, including the minimum selling price, appearance, production, and manufacture of the Work.
- 4.5 We will assign a distinct ISBN (International Standard Book Number) to both the print edition and the e-book edition of the Work. You acknowledge and agree that you shall not use the formatted Work, ISBNs, and cover with any other publisher or publishing-service provider.
- 4.6 We will perform the Services purchased by you and provide the Work to you in the formats purchased by you within 180 days of receiving all the required materials. If we do not provide the Work to you within the specified timeframe, you may request a refund of monies paid for Services that have not yet been completed. The 180 days does NOT include time the Work is in your possession for any reason, or in the possession of our editors for the purposes of copyediting, line editing, and/or substantive/structural editing.
- 4.7 We shall not be liable for any delays, errors, or non-performance of Services on the part of or caused by any third party service provider, vendor, or supplier.
- 4.8 We reserve the right to update the terms of this Agreement at any time. You agree to be bound by the terms and conditions of the Agreement posted on the PineValley (at pinevalleypublishing.com) at the time of purchase of Services by you.

5.0 Royalty Payments and Book Pricing

- 5.1 All royalties shall be paid by us to the designated author and to any co-author(s) named in this Agreement.

Print royalties

Author: Publisher:

5.2 On all sales by us of printed copies of the Work, we shall pay royalties to you at the following rates:

You may choose an “author selected royalty percentage” (ASRP) of either ten percent (10%) or twenty (20%), as indicated below by checking the line for the desired royalty, below.*

I hereby choose a 10% royalty.

I hereby choose a 20% royalty.

* Note: The percentage royalty payable to you will be one of several factors we consider when setting the minimum selling price for the print format of book. In other words, a higher royalty equals a higher price for book buyers.

On all sales by us to direct customers, retailers, and wholesalers, we will pay you a royalty equal to the ASRP based on the payments we actually receive (Net Receipts*) from the sale of printed copies of the Work, less any taxes and shipping if applicable.

No royalties shall be paid on copies of the Work provided free to promote the sale of the Work, or sold to you at your Author discount.

E-book royalties

5.3 On all sales of the e-book editions of the Work, we will pay you a royalty of fifty percent (50%) of the Net Receipts from direct customers and from third party e-book vendors (such as Amazon and Google).

No royalties shall be paid on copies of the e-book editions of the Work given away by us to promote the sale of the Work.

5.4 You acknowledge that all copies of the Work sold by us, whether to you or to any third party, are sold on a “non-returnable,” “non-fundable” basis.

5.5 We will pay royalties semi-annually at the following times: for sales between September and February of each year, royalties will be paid in March; for sales between March and August of each year, royalties will be paid in September.

5.6 Your Social Insurance Number or Social Security Number for Revenue Canada or Internal Revenue Service purposes, respectively, is <<XXXXXXXXXX>>. Your GST Registration Number, if any, is <<insert GST number if applicable.>>

5.7 In the event of your death, the aforementioned royalties shall be made payable to your heirs or successors, as indicated by you at the bottom of this Agreement.

5.8 In the event that you owe us payment for Services rendered, you agree that we may deduct any amounts owed to us, in whole or in part, from royalty payments owed to you. If the royalty owed to you is insufficient to cover any amount owed to us for Services rendered, the remainder of the amount owing to us by you is due and payable immediately.

6.0 Fees for Services

- 6.1 Fees for Services charged to you shall be the fees specified on the www.pinevalleypublishing.com website at the time of purchase by you.

7.0 Suspension of Services and Termination

Suspension of Services

- 7.1 Upon a breach, default, or failure by you to comply with this Agreement, or the failure to cooperate with us in the provision of any Services, we will have the right to suspend any and all performance of Services until you cooperate with the terms and conditions of this Agreement, and/or cooperate with us in the provision of Services.

This contract may be terminated by notice in writing by either party, on the following conditions:

Termination by you

- 7.2 a) *For breach of contract by us.* If we fail to publish the Work within the timeframe and under the conditions specified in paragraph 4.6, you shall have the right to terminate this Agreement by giving written notice, whereupon all rights granted under this agreement shall revert to you and you may request a refund of any monies paid for services that have not yet been rendered.

b) *For other than breach of contract by us.* If, upon thirty (30) days' written notice, you terminate our agreement for any reason other than breach of contract by us, you agree to pay us for any amounts due on services purchased by you, and we will retain all moneys previously paid by you to us.

Termination by us

- 7.3 a) *For breach of contract by you.* We may terminate this Agreement without prior notice in response to a breach of any warranty given by you in paragraphs 2.1– 2.4, and we shall retain all fees for Services paid by you up to the time of termination, as specified in paragraph 2.5.

i) We may terminate this Agreement immediately upon written notice if, in our judgement, the Work may subject us to the risk of litigation or other adverse consequences, and we shall refund half the fees for Services paid by you up to the time of termination, less the \$199 Manuscript Review fee.

ii) We may terminate this Agreement immediately upon written notice if you have failed to pay us for selected Services after we have given prior written notice to you of such non-payment (in which case we have the right to retain all monies previously paid by you to us).

b) *For any reason other than breach of contract.* If, upon thirty 30 days' notice, we terminate this contract for any reason other than breach of contract by you, we agree to refund you the following:

After acceptance but prior to submission of accepted manuscript, 100% of any fees paid, less the \$199 Manuscript Review and a \$50 administrative fee.

After submission of manuscript but prior to the start of interior design, 50% of purchase price, less any fees for editorial services paid for by you and completed by us.

After start of interior design but prior to the final sign-off, 25% percent of purchase less any fees for editorial services paid for by you and completed by us.

After six months from contract date, no refunds will be given.

c) *Termination without cause.* Upon giving thirty (30) days' advance notice, we may terminate publication of the Work without cause at any time upon forwarding written notice to you, at which point any rights granted by you to us shall revert to you. If such notice is given prior to publication of the Work, we will refund all amounts paid by you, with the exception of the \$199 Manuscript Review fee, and neither we nor you shall have any further obligations to the other. Your representations, warranties, and indemnities set forth in this Agreement shall survive any termination or expiration of this Agreement, regardless of the reason for the termination or expiration.

7.4 Upon termination for any reason, all rights and licenses related to this Work given by you to us shall revert to you

7.5 In the event of bankruptcy, receivership, assignment for the benefit of creditors, or liquidation of the Wood Lake Publishing Inc. for any cause whatsoever, this Agreement shall automatically be terminated and all rights licenses and licenses granted to us shall revert to you.

8.0 Submitted materials

8.1 Manuscript materials submitted to us, either electronically or in hard copy, will not be returned. Please ensure that you retain a copy of all materials submitted to us.

9.0 Entire Agreement

9.1 a) This Agreement shall not be assigned (whether by operation of law or otherwise) by you without the prior written consent of us.

b) The Agreement shall be binding upon your heirs, executors, and administrators of your estate.

9.2 If any provisions of this Agreement shall be found invalid or unenforceable, it shall not affect the validity or enforceability of other provisions.

9.3 This Agreement sets forth the entire agreement between you and us and any amendment, waiver, or discharge shall be made only in writing and be signed by all parties. All rights not specifically granted to us in this Agreement remain vested with you.

10.0 Governing Law

10.1 This Agreement shall be governed by the laws of the Province of British Columbia, Canada.

* * *

Author: Publisher:

By completing the following and submitting the required materials, you agree to all the terms and conditions in this Agreement.

Designated Author: _____
(Please print full name)

Street address: _____

City, Province/State, Postal Code/Zip Code:

Phone: Hm _____ Mobile _____

Email: _____

SIN or SSN: _____

Title of Work: _____

Heir/Successor: _____

Contact information: _____
