



# Publishing Agreement/Terms Of Service

Harmony Publishing

This Agreement is between Harmony Publishing (HP) and  
\_\_\_\_\_THE AUTHOR/PERSONS/  
ORGANIZATION NAME IS ON THE INVOICE \_\_\_\_\_  
(author) for the work titled \_\_\_\_\_  
THE BOOK SUBMITTED \_\_\_\_\_

Said parties entered into this Agreement on this date, \_\_\_\_\_  
THE DATE THE INVOICE IS GENERATED \_\_\_\_\_; whereas,

### **General Terms and Conditions:**

1. The author wishes HP to publish the work and grants HP the nonexclusive right to edit, format, print, advertise, distribute and sell, and ship the work in any way HP deems appropriate, and grants HP the right to distribute the work worldwide, and collect all monies for books sold by HP

2. It is the author's responsibility to submit their book file to us in a Microsoft format.

Failure to do so can result in additional charges. HP will assess the manuscript for consistent formatting within a reasonable time frame and will notify the author of any potential problems associated with the content or formatting. The author will be given the choice of having the file returned to them to make the adjustments or HP will provide a quote to modify the manuscript for pre-publication.

3. HP retains the right to determine the appearance of all online presentations including but not limited to, online marketing, listing, and eBook appearance.

4. It is HP's right to discontinue various promotional items/programs. Additionally, HP reserves the right to make substitutions of various promotional items/programs with or without prior notification of the substitution to the author as long as the item/program is of equal or greater value.

5. HP is not and will not be liable to the author or any other person/entity for lost profits or revenues due to, relating to or in connection with the submission of Work.

6. HP is not and will not be liable to the author for any misplacement or loss of the Work for any reason. It is the author's responsibility to retain complete records and copies of all materials/files relating to the Work pre and post publication.

7. HP reserves the right to amend any portion of these Terms/Conditions at any time with 30-day electronic notice to the author. These amendments include but are not limited to timing, payment structure, programs, special offers, or policies and procedures. All amendments will be considered accepted if HP does not receive a written request to terminate the agreement in writing within 30 days of the notification. All amendments are binding and supersede all previous Terms/Conditions. In the event the author disagrees with any change the exclusive remedy is to provide termination of all Terms/Conditions and publication of their work in writing to HP within the 30-day period.

8. HP will provide information about the work to third-party sellers to enable them to sell the work, but will not be responsible for the turnaround times, submission policies, listing policies, errors, or sales policies of any third-party seller.

9. HP retains the right to establish the discounted price to all purchasers, including, but not limited to distributors, bookstores, schools, libraries, and quantity purchasers.

10. HP will not be held responsible for errors in the book, including, but not limited to, spelling errors, grammar, punctuation, style of work, page numbering, corrupted files, computer formatting errors, and missing fonts.

11. HP will issue a PDF file proof book to the author for review and to describe any problems that the author wishes HP to fix.

12. HP reserves the right to reject any work for any reason at any time.

13. HP reserves the right to market the work, using methods it deems appropriate and has the right to market and distribute the book worldwide.

14. Upon the author's completion of HP's "Publishing Agreement Form" the author is authorizing that the Work is acceptable. Any changes or corrections thereafter will be subjected to HP's post-production submission guidelines and pricing.

15. Sales updates and monies will be sent on a monthly basis to the author via email only.

a. It is the author's responsibility to contact HP in the event they do not receive their statement via email in a timely manner.

b. It is the author's responsibility to notify HP of any change in their email address.

16. It is the author's responsibility to notify HP in a timely manner of any change of address.

17. HP reserves the right to limit the number of books a bookstore may purchase at one time for any single event under our return policy.

18. HP is not responsible for, but will endeavor to care for and return, submitted photos and artwork; and will not return any submitted CDs, floppy zip disks, or thumb/flash drives.

### **Author Responsibilities**

1. The author maintains that he or she is the sole author of the work, and owner of the copyright and all of the contents of the work and has full power to enter into this Agreement; that he or she has not engaged in plagiarism with respect to the work; and that the author, if submitting work that is to include any content that does not originate from the author or to which the author does not own the copyright to, has obtained the copyright owner's written permission to use any such material and will provide HP with a copy of all written permissions for use at the time of submission to HP, and that all such uses will be so noted in the work.

2. The author guarantees HP that the work is accurate, is not in violation of anyone's privacy, is not injurious, obscene, libelous, slanderous, or otherwise a violation or infringement of any federal, state, or local law, statute, or code, and further agrees to hold HP, its employees, directors, shareholders, representatives, heirs and assigns, harmless for any damages resulting from any litigation resulting from the publication of the work.

3. The author further guarantees HP that the work, if fiction, does not include the name and/or likeness of any actual person, living or dead; and that all characters in the fictional work who may have been derived from actual persons have altered names and altered physical attributes, so as to negate any similarity or likeness between the actual person, location, or event, and the fictional character or location, with the exception of historical facts, figures, places, events, etc. as set forth by The United States or Country of the author's Copyright laws and regulations.

4. The author agrees that HP shall not in any way acquire ownership of the work and that the author is free to pursue any and all publishing ventures that do not involve the use of HP's name or logo, likeness, barcode, copyright page, or ISBN.

5. The author grants HP the right to provide services, including, but not limited to, the worldwide distribution of the book, advertising, sales, and printing of the work.

6. The author agrees that HP is not responsible for editing, misspelling, rewriting, page numbering, indexing, reviewing, or any other errors in the work.

7. The author understands that HP will take the author's digital book file and do its best to fix any obvious problems resulting from the file being transferred to HP's computers before sending the author a first proof book; and that any changes that made to the book thereafter, regardless of their origin, will be made at the author's request.

8. The author reserves the right to discontinue the selling of the work by HP by providing written notice to HP, and acknowledges that HP is not responsible for copies of the work that have already been manufactured, sold, and/or distributed to the market.

9. The author understands that a signature or payment to us ratifies all the terms and conditions of this Agreement.

Details/Pricing/For Various Methods Of Publication (All printed publications with or without colour):

1. Prices for all books are based on our suggested list pricing guide
2. Suggested list pricing for fiction books cannot be modified or changed by the author.
3. Prices for all non-fiction books are based on our suggested list pricing guide.
4. HP will retain final discretion over the cover price of the Work.
5. HP will assign one of its ISBNs to the book.

6. HP will create a barcode for the back cover (necessary for bookstore-related sales) and enter the book into their digital book printing system so that the book may be printed.

7. HP will design a professional book cover for the work by laying out the spine, front, and back cover text, and will use either royalty-free artwork of its own acquisition or acceptable artwork from the author to create a book cover for the work.

## **19. Royalties and Payments**

1. The Author shall receive 100% of the royalties/profits from all book sales, after the deduction of applicable printing, shipping, and platform fees.

2. Harmony Publishing will not take a commission on sales unless explicitly agreed to in a separate marketing or distribution arrangement.

3. Royalties shall be paid monthly or quarterly along with a detailed sales breakdown.

4. No royalties will be paid on promotional or author-purchased copies.

## **20. Termination**

1. Either party may terminate this Agreement:
  - By the Author: with 30 days written notice, provided that all completed services have been fully paid for.
  - By HP: with immediate effect in cases of breach of contract, offensive conduct, or reputational damage.
  
2. HP agrees to remove all listings of the work from its platforms and distribution partners within 60 days of termination.

## **21. eBook Publishing**

1. HP may convert the work into ePub, Mobi, or PDF format for distribution on platforms such as Amazon KDP, Kobo, Apple Books, and others.
  
2. HP retains control over eBook pricing, though it may consult with the Author regarding preferred pricing strategies.
  
3. The Author may request the final eBook files for independent use, provided HP's branding, ISBN, and logo are not used.

## **22. ISBN Ownership**

- ISBNs provided by HP remain the property of Harmony Publishing and may not be reused for other editions or platforms without written permission.
- ISBNs provided by the Author remain the Author's property.

### 23. Confidentiality Clause

- Harmony Publishing agrees to treat all unpublished manuscripts, content, and personal stories provided by the Author as confidential and will not disclose or use such content without the Author's written consent.

This Agreement shall be governed by the laws of The United States or the author's country. All monetary transactions will be in Dollar or the author's currency. This written Agreement contains all and is the only Agreement, and supersedes any other agreement, oral, written, or otherwise construed as a prior agreement between the author and HP.

This Agreement cannot be appended, changed, modified, word or words added or deleted except by the mutual written agreement of the author and IP; and further, is binding upon the heirs, executors, administrators, and assigns of the author and IP.

If there is more than one author contribution to the work listed in this Publishing Agreement: The authors must provide ONE point of contact A separate publishing agreement must be completed for each individual title being submitted.

## **Description of Service**

Harmony Publishing is a self-publishing company. The services you will be getting are book cover, layout, editing and proofreading, ISBN assignment and barcode, indexing, printing, marketing and distribution service, website and other services the author requires us to render.

### *Payment methods*

We accept bank transfers, wire transfers, credit or debit cards and any other payment method/channel available to the author. The author can pay 100% immediately or 50% deposit and balance when print files are ready for printing.

### *Revision*

Harmony Publishing will give two cover design samples, the first and second draft for the author to make corrections and choices and will charge extra for any more designs and corrections on the third draft.

### *Refund/Cancellation*

Harmony Publishing does not provide a refund when we have started providing service to the author. The author will pay the balance of the service already rendered before ending his or her book project.

### *Shipping*

#### Shipping Methods

We shipped through the available channels

### *Expected Timeframes*

Harmony Publishing's timeline is 4 to 6 weeks. In the event that this timeline is extended, the author shall pay extra, based on the current updated market prices and economic situation.

### *Shipping Prices*

The price is determined by the shipping company

### *International Shipping*

The author is to pay for the shipping if it is charged initially on the invoice

### *Customs, Duties and Taxes*

The author pays for the customs, duties and tax.

### *Force Majeure*

Harmony Publishing shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lockouts or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature.

### *Limitation of Liability*

The Client acknowledges and agrees that Harmony Publishing will not be liable for any losses or damages, whether indirect, incidental, special or consequential, in profits, goods or services, irrespective of whether or not the Client has been advised or otherwise might have anticipated the possibility of such loss or damage.

*No Guarantee*

The client acknowledges and agrees that Harmony Publishing cannot guarantee the results or effectiveness of any of the services rendered or to be rendered. Rather, services shall be executed in a professional manner and in accordance with good industry practice. Best efforts will be used but no results are promised.

By signing/clicking/paying I acknowledge that I have read and accept all the terms stipulated on this document.

Signature of author

Payment from you and an acknowledgment of payment from us make it law law-binding

Date: \_\_\_\_\_

Date of Payment: \_\_\_\_\_