

# ***Anointed Press Publishers***

## Terms and Conditions

- A. Anointed Press Publishers (hereinafter "we" or "us") is engaged in the business of providing services and products to authors seeking to publish, promote and sell their manuscripts ("Work") to which they own the copyright.
- B. You desire to utilize us for hire as your provider of selected formatting, copy editing, proofing, printing, selling and distribution services and other services as may be mutually agreed upon from time to time (the "Services") in conjunction with the publication, distribution, selling, marketing, and promotion of your Work. We desire to perform these Services selected by you subject to the following terms and conditions (the "Terms and Conditions"). These Terms and Conditions are part of each Service offered by us and purchased by you.

### **1. AGREEMENT**

- 1.1 You will complete the following before we will perform any Services:
  - a. Service Order Form
  - b. Deposit of Services Selected
  - c. Work in a format acceptable to us
- 1.2 You understand that if there is more than one author contributing to the Work ("Joint Work"), the individual who completes the Service Order Form will be the sole point of contact with whom we will communicate regarding all matters related to the Work and the parts constituting these Terms and Conditions.
- 1.3 You will submit to us a copy of the Work (electronic and hard copy) in a Word document. Any subsequent changes or editorial revisions requested by you shall result in additional charges if the Work is NOT submitted in a format acceptable to us.
- 1.4 You will retain all rights to the content of the Work. We do not own rights to your Work and we are NOT responsible for editing the Work and have no editorial control over your Work. As part of the Services, you may purchase copy editing services provided by us. You will have final authority with respect to suggested editing changes made by our copy editors.
- 1.5 We will format the Work and the Work's Cover, in paperback, hardcover or in an electronic format (eBook) that is readable using a computer or other electronic devices. We will also retain final discretion over style and formatting of the Work and its cover. You acknowledge that you may not utilize the formatted Work, International Standard Book Number (ISBN), and cover with any other publisher.
- 1.6 Upon your completion of the Signoff, we will make the completed Work available through the distribution channels (including online or electronic distribution channels such as websites, Amazon, Kindle, and the like) based on package selected. You agree to pay all applicable fees associated with purchasing copies of your own Work.
- 1.7 We will use reasonable efforts to assist you in promoting the Work consistent with the promotional services purchased by you. You acknowledge that some promotional offerings will not be fulfilled until after the Work is available for distribution. However, we cannot guarantee sales of any of your Work. We make no guarantee or promises as to the minimum success of the Services or the amount of book sales which may result from 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.

## **2. YOUR LEGAL RESPONSIBILITY**

- 2.1 You represent that: (i) you are the sole copyright owner of the Work and all of its content; or (ii) you are the co-author of a Joint Work.
- 2.2 You represent that the Work does not infringe upon any statutory or common law right of copyright, libel or privacy of any third party.
- 2.3 You represent that you are the owner of any trademarks and/or trade names associated with the Work and that the usage of such trademarks or trade names does not infringe upon the rights of third parties.
- 2.4 You further represent that the Work does not contain illegal, unlawful, or objectionable material including, but not limited to, pornography, obscenity, profanity, or hate speech. You acknowledge that the Work is not plagiarized and does not include falsely attributed statements of third parties.
- 2.5 You completely and wholly accept responsibility for the content of the Work. We reserve the right to discontinue all Services if you violate the above representations and retain all monies deposited to Anointed Press Publishers.

## **3. OUR LEGAL RESPONSIBILITY**

We are not legally responsible in any way or means for your Work.

- 3.1 We are not liable to any third party for the Work, regardless if we had any knowledge or could have reasonably known of any illegal, unlawful or objectionable content in Work.
- 3.2 We reserve the right to refuse to provide and/or to discontinue ALL Services upon our discovery of any violation by you of these Terms and Conditions, any other actions, omissions or misconduct by you with respect to Work, and/or your performance under these Terms and Conditions. In the event a complaint is made by a third party regarding the Work, we reserve the right to suspend the Services in accordance with Section 6 until such time as the complaint is satisfactorily resolved, as determined by us in our sole discretion.
- 3.3 We will not be responsible for retrieving the Work or for any sales of Work in the possession by any entity other than us.
- 3.4 We will be permitted to publicize information concerning the Work in connection with the advertisement, promotion and marketing of the Services offered by us, including, but not limited to, publication of the name and a description of the Work and success relating to the sale of your Work. We also have the right to use, display, promote, market, distribute, exhibit, and make excerpts from the Work or from information regarding you or the Work, in electronic or print format. Electronic excerpts shall be viewing on our website, or partner websites that have entered into agreements with us, in order to facilitate promotion, marketing, distribution and sales of the Work. This grant includes our vendors and affiliates. You agree to promptly provide any information requested by us.
- 3.5 We will not be liable for delays, errors, or non-performance of Services caused by any of our third party vendors, suppliers or you.

#### **4. IDEMNIFICATION AND LEGAL DISCLAIMER**

Except as stated in these Terms and Conditions, we disclaim any and all warranties, conditions, or representations (expressed or implied, oral or warranties, conditions, or representations (expressed or implied, oral or written), with respect to the Services, or any part thereof, including any and all implied warranties or conditions of title, compatibility, or fitness or suitability for any purpose (whether or not we know, have reason to know, have been advised, or are otherwise in fact aware of any such purpose), whether alleged, arising by operation of law, custom or usage in the trade, or by course of dealing. In addition, we expressly disclaim any warranties or representations to any person other than you with respect to the services or any part thereof. In no event will we be liable to you or to the Services or any part thereof. In no event will we be liable to you or any other person for lost profits or revenues or incidental, consequential, special, in direct or punitive damages. We assume no liability for any loss, damage, injury, or claim of any kind of character to any personal or property, including, but not limited to, you or any third party, arising from, relating to, or in connection with the submission of the Work for the Services undertaken by us under these Terms and Conditions and the subsequent sale or distribution of the Work. You agree that submission of the Work (including, without limitation, manuscripts, pictures and diskettes) to us is at your own risk and agree that we will have no liability related to the misplacement or loss of the Work unless, determined negligent by APP.

If a claim is presented against us alleging that the Work is an infringement or the Work otherwise violates or adversely affects the rights of third parties, we are hereby authorized, at our election: to negotiate, compromise, or settle such claim, subject to your approval, which approval shall not be unreasonable withheld or delayed; or defend the institution of any action there under at your expense. You agree to defend the institution of any action there under at your expense. You agree to defend, indemnify and hold harmless us and our employees, shareholders, directors, representatives, successors and assigns of an from all or any manner of claims, demands, suits, actions, losses, costs, liabilities, damages, settlements, awards, judgments, attorney fees, professional fees, costs and expenses arising from or relating to: claims of third parties regarding ownership, trademark, copyright, libel, slander, plagiarism, privacy, misappropriation, and similar claims relating to the Work; the sale and distribution of the Work; and any misrepresentation, breach or default by you under these Terms and Conditions or any other agreements or understandings between the parties. Until our claim for indemnity has been fully satisfied, we may, at our sole discretion, retain all payments due you under Section 5 of these Terms and Conditions, cease providing any further Services, and you shall have no right to receive a refund of any monies paid to you by us. In addition, you agree to abide by and comply with the policies promulgated by us with respect to request or complaints from third parties regarding the Work.

#### **5. PRICING and ROYALTY AGREEMENTS**

- 5.1 Print Royalties. On all sales by us of printed copies of the Work, Anointed Press Publishers (APP) will retain 40% of book sales and the author receives 60%.
- 5.2 On retail, wholesale or consumer sales, excluding sales to you, we will pay you a royalty payment we actually receive from sales of printed copies of the Work, less 40% that APP will retain.
- 5.3 eBook Royalties. On all sales by us of eBook format of the Work, we will pay you a royalty payment we actually receive from the sales of the eBook copies of the Work, less 40% that APP will retain.

- 5.4 Pricing. All eBooks will have a default price of \$9.99, unless the paperback format of the Work has a price less than the default price, the Work will be sold at the lower price.
- 5.5 Payment and Royalty Fee Statement. If the Annual Cumulative Royalty due on book sales for a particular Work equals or exceeds \$20.00 for the period ending on March 31<sup>st</sup>, June 30<sup>th</sup>, or September 30<sup>th</sup>, we will remit payment to you within 60 days of year December 31<sup>st</sup>. Royalty payments less than \$20.00 remain in escrow until you have reached at least \$20.00 in royalty payout. Royalties paid by check which are not submitted for payment within three (3) months will be charged a service fee equal to 10% of the face value of the check for each additional month it's not submitted for payment. Requests for reissuance of Royalty check will be processed with the next Royalty payment. A service fee of ten dollars (\$10.00) will be charged for requests for information related to Royalties paid or accrued more than a year old.
- 5.6 All applicable payments to us must be made prior to its commencement of the selected Services. All payments made by you to us are non-refundable.

## **6. TERMINATION OF AGREEMENT**

Suspension of Services. Upon a breach, default, or failure by you to comply with these Terms and Conditions or the failure to cooperate with us in the provision of any Services, we will have the right to suspend any or all performance until you cooperate with these Terms and Conditions and/or cooperate with us in the provision of Services. In the event of termination of the agreement, we will discontinue distribution of the Work, and the provisions addressing future performance shall survive the termination. All monies are non-refundable.

## **7. NO WAIVER**

Any waivers of rights must be in writing and no prior waiver will affect a party's rights as to a subsequent breach. Our rights and remedies shall be distinct, separate, and cumulative. No action or inaction by us shall operate to exclude or deprive us of any other rights allowed to us by law.

## **8. SEVERABILITY**

If any part of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions of these Terms and Conditions shall continue to be binding and effective.

## **9. NOTICES**

All notices, requests, demands and other communications pertaining to these Terms and Conditions shall be in writing and shall be deemed given when received upon delivery by hand, transmission by facsimile or mail to the address as follows:

Anointed Press Publishers  
11191 Crain Highway, Cheltenham, MD 20623  
Fax: 301-782-2287

## **10. GOVERNING LAW; ARBITRATION, JURISDICTION**

Our agreement and these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Maryland without recourse to conflicts of law principles. Any dispute between the parties MUST be submitted to binding arbitration administered by the American Arbitration Association ("AAA") to take place in Maryland before one arbitrator in accordance with

the Commercial Arbitration Rules and Mediation Procedures of the AAA ("AAA Rules"). You acknowledge and agree that the Services provided to you are solely for commercial or business purposes and NOT for personal or household use. The parties hereby expressly acknowledge and agree that the Supplementary Procedures for Consumer-Related Disputes under the AAA Rules shall not apply to arbitration pursuant to these Terms and Conditions. In the event you institute such arbitration, then without limiting the applicability of the AAA rules, you must serve the complaint initiating arbitration upon us at the address provided above at the same time as you submit such complaint to the AAA. The arbitrator will be obligated to award the prevailing party of any such proceedings all costs, attorney fees and other expenses incurred by such prevailing party in the arbitration proceedings. Any award entered by the arbitrator may be enforced in any court of competent jurisdiction.

**11. ASSIGNMENT**

Our invoice and these Terms and Conditions may not be transferred, delegated or assigned by either party without the prior written consent of the other party, except that we may assign the invoice and these Terms and Conditions in connection with the sale of our business or a merger with a third party. These Terms and Conditions shall be binding upon, and shall inure to the benefit of, the successors and assignees of you and us.

**12. AMENDMENTS**

We may amend these Terms and Conditions, including but not limited to amendments to royalty payment structure and timing, at any time with 30 days electronic or written notice to you. Such notice may be made to you via electronic mail, facsimile, or postal mail. You will be deemed to have accepted and agreed to these amendments unless you submit a written request to terminate this agreement via written notice to us within 30 days at the address in Section 9 of these Terms and Conditions, which shall be your sole and exclusive remedy in the event of your disagreement to such an amendment.

**13. PURCHASE OF ADDITIONAL SERVICES**

In the event you purchase additional services, these Terms and Conditions take precedence for all services. Information regarding other services is available on the Anointed Press Publishers' website at [www.anointedpressgraphics.com](http://www.anointedpressgraphics.com) and subsequent pages. That information, in conjunction with these Terms and Conditions, shall be binding for use and fulfillment of each service that you may select.

**14. ENTIRE AGREEMENT**

The Invoice and the Terms and Conditions contain the entire agreement of the parties and supersede all prior agreements or communications between the parties concerning the subjects contained herein. These Terms and Conditions may not be amended orally, but only by an agreement in writing that is signed by both parties.

My signature below acknowledges I have read and agree to the terms and conditions of this crrt.

Author \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Joint Author \_\_\_\_\_

Signature \_\_\_\_\_

PLEASE FAX LAST PAGE OF THE SIGNED COPY TO: 301.782.2285 OR EMAIL TO: [kpresley@anointedpressgraphics.com](mailto:kpresley@anointedpressgraphics.com)



# Service Order Form

This form must be completed and submitted with your material & *Signature on Terms & Condition page required.*

301-782-2285 \* Fax: 301-782-2287  
kpresley@anoitedpressgraphics.com

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Country \_\_\_\_\_

Website (if any) \_\_\_\_\_ Email \_\_\_\_\_

**PUBLISHING PACKAGE**             Basic             Silver             Gold

Book Title \_\_\_\_\_ No. of Pages \_\_\_\_\_

Subtitle (if any) \_\_\_\_\_ No. of Volume \_\_\_\_\_

Year when work was completed \_\_\_\_\_ Copyright Date (year) \_\_\_\_\_

Language of text \_\_\_\_\_ First publication date (month/year) \_\_\_\_\_

**EDITING SERVICE**     Yes     No    Manuscript Page Count \_\_\_\_\_

### BOOK SPECS

Book Size: \_\_\_\_\_ Number of Books (minimum 100): \_\_\_\_\_

Interior Pages: B/W \_\_\_\_\_ Color \_\_\_\_\_ No. of Interior Photos: \_\_\_\_\_

Binding Type: Perfect Bind \_\_\_\_\_ Saddle Stitch \_\_\_\_\_ Plastic Comb \_\_\_\_\_ Coil \_\_\_\_\_ Wire \_\_\_\_\_

### MARKETING MATERIAL

**Postcards** (4x6)            Qty: \_\_\_\_\_            Match Book Cover: \_\_\_\_\_ yes \_\_\_\_\_ no

Lamination

**Bookmarks** (2x8)            Qty: \_\_\_\_\_            Match Book Cover: \_\_\_\_\_ yes \_\_\_\_\_ no

Lamination

**Business Cards**            Qty: \_\_\_\_\_            Match Book Cover: \_\_\_\_\_ yes \_\_\_\_\_ no

Lamination

Comments (anything you want to add a la carte):  
\_\_\_\_\_  
\_\_\_\_\_

How did you hear about Anointed Press Publishers \_\_\_\_\_

**Fax Order Form (w/ Terms & Condition Signature Sheet) to: 301-782-2287 or email:  
kpresley@anoitedpressgraphics.com**



# Book Press Kit - Questionnaire

This form must be completed in order for us to produce your 3 page press kit for you book.

301-782-2285 \* Fax: 301-782-2287  
kpresley@anointedpressgraphics.com

Name \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Country \_\_\_\_\_

Website \_\_\_\_\_ Email \_\_\_\_\_

---

**Opening Power Statement** (this statement is on your cover page)

---

---

**Synopsis of your book** (short statement of what book is about)

---

---

---

**Your Book will help you too...** (3 bullet points on what your book will do for a person)

---

---

**Quote from your book** (give me a quote from out of your book)

---

---

**Interview Question** (3 questions you would want someone to ask you if they interviewed you)

---

---

---

**Other Media Resources** (other books, youtube, blogs etc.)

---

---

---

**Author Profile** (short bio about yourself)

---

---

---