



# Escaped Ink Press

## Author / Publisher Agreement

### Definitions

**“Publisher”:** Emma Kalson t/a Creative Cat Apps and publishing under the name Escaped Ink Press, located at Office 2024, 109 Vernon House, Friar Lane, Nottingham, NG1 6DQ, UK.

**“Author”:**

Author Legal Name:

Author Address:

Author Pen Name:

“Anthology”:

“Title” (your story title):

Author Email Address:

PayPal Email Address:

“Publication Date”: the date the Title first appears in digital format on Amazon.com

### The Author and Publisher agree as follows:

#### 1. Rights

- a. If the Title is rejected or withdrawn before publication, or the Anthology does not have a Publication Date within six months of this Agreement having been signed, this Agreement will be null and void, with all rights reverting immediately to the Author.
- b. The Author warrants their Title is original content, for which they own all rights, and has not been published or made available elsewhere.
- c. The Author grants the Publisher first World-English rights to publish, reproduce, sell, display, distribute and use their Title, in the English language, in all countries throughout the world, in print and digital (eBook and audio) formats as part of the Anthology.
- d. The Author agrees not to publish or permit others to publish the Title in any form:
  - i. prior to its publication date
  - ii. for a period of six months after the publication date of the Anthology without prior written permission of the Publisher.
- e. After the period of six months, the Publisher may continue to publish, reproduce, sell, display and distribute the Anthology.
- f. The Author retains ownership of all rights under copyright to the Title, and of all rights not expressly granted in this agreement.

#### 2. Manuscript

- a. The Publisher reserves the right to edit the Title to conform to submission and publishing guidelines.
  - b. Should substantial edits be required, the Author agrees to read, check and correct their Title for accuracy and error-free content and re-submit any changes.
  - c. The decision to publish the Title lies in the sole and final discretion of the Publisher.
3. Warranties and Indemnities
- a. The Author guarantees that their Title contains no matter which can be construed as libellous or as infringing in any way the copyright of another party, and that they will at their own expense defend, indemnify and hold harmless the Publisher against all suits, proceedings, claims, losses or damages that may be taken on the grounds that their Title is in such violation.
4. Payment and Acknowledgements
- a. A payment of £1GBP shall be made within two weeks of the publication date via PayPal (Creative Cat Apps), with any fees paid by the Publisher.
  - b. The Author will receive one free copy of the Title in digital format for personal use.
  - c. The Author will receive full acknowledgement as a contributing author and promotion of the Title as part of the Anthology, including links back to respective websites and social media profiles.
5. Marketing
- a. The Author, for publicity purposes, will supply, and give the Publisher permission to use, the Author's pen name, biography, social media and web links, and likeness in all forms of media and manners in connection with advertising and promotion of the Anthology.
  - b. The Author grants the Publisher permission to use excerpts from their Title for marketing purposes. This may include the use of their excerpted words in non-book printed materials such as postcards and bookmarks.
6. Governance
- a. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
  - b. This Agreement shall be binding on the parties and their respective heirs, administrators, successors and assigns.
  - c. The parties agree that an electronic signature on this Agreement shall be considered legally binding and executable.