



# MOHAWKMOMMA STUDIO

## PUBLISHING & COMMUNICATION

*Resources to help you "give TO yourself as much as you give OF yourself"*

This contract is by and between Mohawkmomma Palmer (the "Author"), henceforth known as "Author," and Mohawkmomma Books, registered under the name of Mohawkmomma Studio in Orlando, Florida, henceforth known as "Designer/Publisher," for the purposes of coming to terms on the Publishing Inquiry, henceforth known as the "Work Product."

This Agreement is set forth on Jan 2, 2020 12:05:31 AM.

It is therefore agreed between the Parties as follows:

### 1. GRANT OF RIGHTS AND PAYMENT.

a. Cost. The Author is commissioning the Designer/Publisher to design and publish a book for

Name	Description	Qty / Unit Price	Tax	Subtotal
The MAKE-IT-HAPPEN (MIH) Indie Publishing Plan I Text Book Package C	<ol style="list-style-type: none"><li>1 x eBook cover design in JPEG</li><li>e-book layout, eBook suitable for all sorts of eReaders, devices, and platforms including Amazon Kindle, Barnes &amp; Noble Nook, Kobo, and Apple iBooks.</li><li>Typesetting and formatting</li><li>1 x paperback cover in PDF</li><li>1 x 3D mock-up in PNG (with transparent background)</li><li>An unlimited time to discuss ideas via written correspondence. This includes the Designer providing three mock covers, designed with low-resolution watermarked images for the Author to choose from, based on a concept that has been discussed.</li><li>Up to 4 hours of 1 on 1 mentoring</li></ol>	1 x \$2,500.00	7.50%	\$2,500.00

Name	Description	Qty / Unit Price	Tax	Subtotal
	by phone or video chat during the project period			
	8. Up to 24 black and white designs or stock photography images, if needed			
	9. Globally set up your book/eBook title with Ingram Distribution			
	10. 10 Copies of your book to seed the market			
	11. Create Blurb account			
	12. 1 Video Marketing Promo			
	13. 3 Rounds of author correction			
	14. Hi-res files compatible with all formats for any kind of PDF to book project			
	15. Publishing Planner and Workflow Benchmarks			
	16. An Amazon author page with a customized, strategically written description to help you sell more books			
	17. Writer's Soul Care Kit (6-8 goodies)			
	18. NO ILLUSTRATOR - You keep 100% of your book royalties, forever.			

b. Rights. The Author grants the Designer/Publisher the right to include, in small print, the following on the imprint page of the eBook, and the back cover of the paperback: Published by Mohawkmomma Books, an Imprint of Mohawkmomma Studio, Cover Design by Mohawkmomma Studio.

The Author has all of its rights, titles, and interests in and to the Work Product (including intellectual property rights), and the Author will be the sole owner of it. The Author can use the Work Product to distribute and sell it, as sees fit.

Upon completion of the project, The Author grants the Designer/Publisher the right to use copies of the material for the purposes of promoting the Publisher's services.

The Designer/Publisher will grant the Author the right to use the completed Work Product without restriction

worldwide for the lifetime period of distributing the book(s).

c. Payment. The Author will pay the Designer/Publisher a retainer fee of 50% (USD) for the total cost of service upon signing the contract. The remaining fees are due immediately after the approval and completion of the work.

Any extra costs incurred during the making of the cover will be added to the second bill.

If the Author wishes to terminate the Work Product before completion, the deposit will not be refunded, nor will the design files in their current state be handed over to the Author.

If the Author would like to receive the complete (or incomplete) PSD files from the Designer/Publisher, an extra \$150 will be charged per file.

d. Profit. The Author will receive 100% of profit, less the processing fees, for books sold in single units or group purchases.

e. Royalties. When an Illustrator is commissioned by the Author in the Work Product, there will be a 3-6% quarterly royalty payout to the Illustrator for the lifetime period of distributing the book(s), upon signing a separate Agreement between the Author and Illustrator.

## **2. OWNERSHIP AND LICENSES.**

a. The Author Owns All Work Product. As part of this job, the Designer/Publisher is creating Work Product for the Author. To avoid confusion, Work Product is the finished product, as well as drafts, notes, materials, mockups, hardware, designs, inventions, patents, code, and anything else that the Designer/Publisher works on—that is, conceives, creates, designs, develops, invents, works on, or reduces to practice—as part of this project.

b. Designer and Publisher Use Of Work Product. Once the Designer/Publisher gives the Work Product to the Author, the Author maintains rights to it.

## **3. COLLABORATION.**

The Author agrees to deliver all relevant information in the Author Mentoring Questionnaire regarding the Work Product before the Designer/Publisher begins work. If the Author does not provide the Designer/Publisher with instructions regarding their vision for the Work Product, the Designer/Publisher reserves the right to have creative control.

The Author retains the right to review the Work Product during its various design stages, have final approval of the work product's content, and offer any suggestions or bring up any concerns. Upon the Author's approval of the look and feel of the work product, the Designer/Publisher agrees to provide a maximum of three rounds of revisions.

If extra work is needed beyond what is outlined in Section I. The Author is required to pay \$35 per extra hour spent on the Work Product. The Designer/Publisher agrees to do the work to the best of her ability to avoid requiring extra time. The only foreseeable reason for this to happen would be if the Author is indecisive and/or disagreeable without a logical reason.

## **4. INDEPENDENT CONTRACTOR.**

The Author is commissioning the Designer/Publisher as an independent contractor. The following statements accurately reflect their relationship:

- The Designer/Publisher will use his/her own equipment, tools, and material to do the work.

- The Author will not control how the job is performed on a day-to-day basis. Rather, the Designer/Publisher is responsible for determining when, where, and how it will carry out the work.
- The Author and the Designer/Publisher do not have an employer-employee relationship.
- The Author is not entitled to the Designer/Publisher's benefits (e.g., group insurance, retirement benefits, retirement plans, vacation days).
- The Author is responsible for its own taxes.
- The Designer/Publisher will not withhold social security and Medicare taxes or make payments for disability insurance, unemployment insurance, or workers compensation for the Author or any of the Author's employees or subcontractors.

**5. INDEMNIFICATION.**

The Designer/Publisher agrees that she is the sole creator of the Work Product and has the right to use all images sourced from Adobestock.com (or other stock site) for the purpose of the Work Product. The Author indemnifies and holds harmless the Designer/Publisher against any and all claims, actions, demands, etc. arising from the use of the work product. This includes, but is not limited to, actions involving using copyrighted images that the Author may have provided without the artist's consent.

**6. PROJECT COMPLETION.**

The Designer/Publisher will provide the final files of the work product no later than the agreed date expressed in writing, unless unforeseeable events occur, through no fault of the Designer/Publisher that may delay production. These events include, but are not limited to, personal illness and third-party delays.

If the Designer/Publisher fails to provide the Work Product within one month after the agreed deadline, the Author may, at the Author's option, by written notice to the Designer/Publisher, terminate this Agreement and receive a full refund. In such event, no damages, suits, actions, or proceedings shall be claimed, instituted or maintained by the Author against the Designer/Publisher.

**7. GENERAL.**

Signatures. The Author and the Designer/Publisher must sign this document. These electronic signatures count as originals for all purposes.

THE PARTIES HERETO AGREE TO THE FOREGOING AS EVIDENCED BY THEIR SIGNATURES BELOW.

I agree to the terms and conditions of this contract.

First Name	Last Name	Select Date
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*Signature*

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Designer/Publisher Signature:

I agree to the terms and conditions of this contract.

First Name	Last Name
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*Signature*