



BOOK COUNTRY SERVICES AGREEMENT

1. Parties

This is a Services Agreement (“Agreement”) between the person (“AUTHOR”) in the author section of the Dashboard at www.BookCountry.com with its principal offices at 375 Hudson Street, New York, NY 10014 USA (“BOOK COUNTRY”) for the WORK as identified on the eBook Details tab of the www.BookCountry.com application (“WORK”). By purchasing goods or services on this site or by buying or selling self-published works on this site, you agree to be bound by and comply with this Agreement and the Book Country [General Terms of Use](#) including the [Privacy Policy](#) and you represent and warrant that you have the legal capacity to enter into this agreement. If you do not agree with the terms of this Agreement and the Terms of Use and Privacy Policy, please do not purchase any goods or services from this site and do not buy or sell any self-published works from this site. This Agreement will apply in the event of any conflict of the Agreement with the Terms of Use and the Privacy Policy.

2. Services

AUTHOR has selected and/or purchased the publishing package and/or other services that are selected by AUTHOR at the services store from the website www.BookCountry.com (the “Website”). AUTHOR may purchase additional services offered from the Website. All services selected by AUTHOR are called the “Services.” This Agreement, in conjunction with the Terms of Use and Privacy Policy appearing on the Website, is binding for the use and fulfillment of each Service selected and purchased by AUTHOR.

3. Publishing and Distribution Services

a. E-Book/Audiobook license.

AUTHOR grants BOOK COUNTRY the non-exclusive, worldwide rights to publish, distribute and sell, in the e-book and/or audiobook format, (i) the WORK, in whole or in part, and (ii) any compilations and collective works that include all or part of the WORK. E-book format is defined as any and all electronic formats, presently existing and created in the future, as determined at the sole discretion of BOOK COUNTRY. E-book Format includes but is not limited to any and all electronic reading platforms, such as Apple, Android, Nook, Kindle and other applications, as determined at the sole discretion of BOOK COUNTRY.

b. Exploitation of Licenses/ Promotion of Work & Author/ Publicity Release.

AUTHOR grants BOOK COUNTRY the rights to exploit the licenses granted in this Agreement above through all such distribution channels (now or hereafter known), including online or electronic distribution channels (e.g., e-retailers and various websites), as BOOK COUNTRY deems appropriate. AUTHOR grants BOOK COUNTRY the rights to use, display, and exhibit the WORK, excerpts from the Work, the title of the Work, and any information regarding the AUTHOR, including the AUTHOR’S full right of publicity (including, without limitation, the AUTHOR’S name, voice, signature, photograph, image, likeness, distinctive appearance, gestures, and mannerisms) and/or the WORK, which information BOOK COUNTRY determines, in its sole discretion, is useful to advertise, market, or otherwise promote the WORK, (the “LICENSED MATERIALS”) in all media now or hereafter known (including all electronic and print media). Electronic excerpts may be made viewable, in the discretion of Book Country on its Website, and the websites of other entities or imprints, including, without limitation, Book Country vendors, subcontractors, distributors, and affiliates, that Book Country deems, in its sole discretion, useful to advertise, market, or otherwise promote the Work. AUTHOR agrees to promptly provide any information requested by BOOK COUNTRY for the purposes described above in this paragraph.

All rights not granted to BOOK COUNTRY by this Agreement or any subsequent agreement between the parties are reserved to AUTHOR.

4. Storage and Hosting

AUTHOR grants to BOOK COUNTRY the rights to copy, reproduce, host, store, use, transmit and distribute electronic and/or audio copies of the LICENSED MATERIALS (in any formats now or hereafter known, and using any technologies now or hereafter known) as deemed necessary or appropriate by BOOK COUNTRY to facilitate its exercise and exploitation of the licenses and rights granted to it in this Agreement. This grant of authority includes Book Country’s the right to allow BOOK COUNTRY’s vendors, subcontractors, licensees, distributors and any entity to whom BOOK COUNTRY provides permission to exercise such rights, to exercise such rights .

5. Term

The rights granted to BOOK COUNTRY pursuant to this Agreement extend for three (3) years after the date BOOK COUNTRY first approves the Work for distribution. This Agreement will automatically renew for consecutive one (1) year terms if neither party provides at least thirty (30) days advance written notice of termination to the other party prior to the end of the then-current term.

6. AUTHOR's Right of Termination

AUTHOR may terminate this Agreement at any time by providing BOOK COUNTRY with thirty (30) days advance written notice. The "effective date" of such termination shall be either the date specified as the "effective date" in the notice (if thirty or more days from the date the notice was received by Book Country), or thirty (30) days from the date the notice was received by Book Country, whichever occurs later. Upon the effective date of such termination, the following refund policy will apply:

If AUTHOR terminates this Agreement prior to the commencement of services, Author shall receive a full refund. No refunds shall be owed to Author after the commencement of services except in the event of a material breach of this Agreement by BOOK COUNTRY.

7. Royalty

7.1. Royalty from E-book and/or Audiobook Sales. Author shall receive royalties, if any, as set forth at the Web site at the time the e-book/audiobook is published. No Royalty will be paid on copies provided free of charge.

7.2. Royalty Payments. Royalty Payment will be determined quarterly and paid to AUTHOR in U.S. DOLLARS within sixty (60) days after the quarter ends if the amount of the Royalty reaches \$50 for authors receiving royalties via check or \$1 for authors receiving royalties via Electronic Funds Transfer ("royalty threshold"). If the Royalty amount does not reach Royalty Threshold, the amount will be added to the subsequent quarterly Royalty amount due (Cumulative Royalty) until the Cumulative Royalty amount due reaches Royalty Threshold. The Cumulative Royalty will be paid to AUTHOR within sixty (60) days after the quarter end in which the Cumulative Annual Royalty first reaches Royalty Threshold. If the Cumulative Royalties do not reach the Royalty Threshold by the end of each of the third fiscal quarter in each respective year, the Cumulative Royalties will be paid to AUTHOR within sixty (60) days after the close of the fiscal year. Any Royalties due will be reduced by any amounts owed by AUTHOR to BOOK COUNTRY and/or withheld pursuant to governing laws.

BOOK COUNTRY has the right to require that all Royalty distributions be completed through Electronic Funds Transfer (EFT) and to charge a reasonable fee if AUTHOR does not use EFT for Royalty distribution. The offering of EFTs to AUTHOR is at the sole discretion of BOOK COUNTRY. AUTHOR assumes all risk of improper EFT payments due to invalid or out dated EFT information provided by AUTHOR. BOOK COUNTRY has the right to pass all costs associated with correcting improperly transmitted EFTs to AUTHOR through reductions in AUTHOR Royalties. BOOK COUNTRY also reserves the right to charge a reasonable fee for voiding and reissuing Royalty checks. Author must provide updated and accurate contact information to BOOK COUNTRY. If accurate information cannot be obtained by BOOK COUNTRY through reasonable means, Royalties will be accumulated until AUTHOR provides accurate Royalty payment information as determined by BOOK COUNTRY.

7.3. Tax Withholding and Taxpayer Identification Number. All royalty payments will be subject to applicable tax requirements.

For U.S. Residents:

AUTHOR must submit a completed Form W-9 providing the AUTHOR'S Social Security Number or Taxpayer Identification Number ("TIN").

For Non-U.S. Residents:

If AUTHOR wishes to receive applicable treaty withholding rates the AUTHOR must apply for a U.S. tax identification number, ("TIN") by filing IRS Form W-7 and provide to our offices a valid IRS Form W-8BEN containing the U.S. tax identification number. If AUTHOR fails to provide the proper documentation and information required by this paragraph 7.3, BOOK COUNTRY will have the obligation to withhold from royalties amounts owed to AUTHOR any moneys required to be deducted or withheld in compliance with U.S. withholding tax guidelines or other governing laws. AUTHOR will have no right to seek reimbursement from BOOK COUNTRY for such withholdings and payment by BOOK COUNTRY to the proper authorities.

7.4. If author elects payment by check, BOOK COUNTRY will attempt to send the Royalty Payments to the last address on file and AUTHOR must cash all royalty payments within 60 days of mailing (the "Payment Cashing Period").

7.5. BOOK COUNTRY may submit uncashed Royalty Payments to various state and federal governmental authorities (the "Authorities"), in which case AUTHOR will need to deal directly with the Authorities to attempt to obtain the associated Royalty Payment funds, with no further responsibility or liability by BOOK COUNTRY.

AUTHOR ACKNOWLEDGES THAT BOOK COUNTRY HAS NO CONTROL OVER THE PURCHASING DECISIONS OF BOOKSELLERS OR BOOK BUYERS AND IS NOT LIABLE FOR THEIR ACTION OR INACTION.

8. Submission Guidelines, Pricing and Payments

8.1. Submissions

Submissions will not be maintained by BOOK COUNTRY beyond 180 days, unless approved by Author for publishing within that timeframe. Submissions not approved within 180 days will be purged. BOOK COUNTRY reserves the right to refuse a submission.

8.2. Production Files

AUTHOR may purchase text production files in Microsoft Word format and cover production files in PDF format of the WORK within one year after termination of this Agreement. The fees for AUTHOR's purchase of such files will be two hundred fifty dollars (\$250). Upon such purchase by AUTHOR, BOOK COUNTRY will remove all references to BOOK COUNTRY in such digital files prior to delivering them to AUTHOR.

8.3. Pricing

BOOK COUNTRY reserves the right to set the default price of the WORK. BOOK COUNTRY may establish a minimum price below which Author may not price the book, and a maximum price above which Author may not price the book. Author may make or request a pricing change to the book, solely via the Dashboard or by written notice, however, the book pricing may not exceed the maximum price or fall below the minimum price. Price changes submitted by the Author will be processed through BOOK COUNTRY'S systems within five (5) business days, however, BOOK COUNTRY does not guarantee and is not liable for delays effectuating pricing changes. Effectuation of pricing changes are the sole responsibility of independent retailers utilized by BOOK COUNTRY once notified of the requested change by BOOK COUNTRY. Pricing changes may take up to forty-five (45) days or more to take effect and are dependent upon retailers.

8.4. Payments

The fees for publishing and related services are based on the information displayed on the Website at time of purchase. BOOK COUNTRY may change the fee structure, at any time, in its sole discretion. Payment for services and related fees must be made with a major credit card.

9. Publication Format

BOOK COUNTRY will publish the WORK in e-book and/or audiobook format and will follow AUTHOR's suggestions for the interior and cover design of the WORK, provided AUTHOR complies with BOOK COUNTRY's interior and cover design guidelines. However, BOOK COUNTRY will determine the final details of publication and will retain final discretion over style and formatting of the WORK including its interior and cover design. BOOK COUNTRY also reserves the right to introduce additional e-book and/or audiobook versions of the WORK. BOOK COUNTRY has the exclusive right to determine whether or not to utilize digital rights management (DRM) technology. AUTHOR acknowledges that AUTHOR may not utilize the formatted WORK, International Standard Book Number (ISBN), and cover with any other person or entity other than BOOK COUNTRY at any time during or after the term of this Agreement.

10. Copyright Notice

BOOK COUNTRY agrees to include a copyright notice in accordance with AUTHOR's instructions in each copy of the WORK and to secure a unique ISBN for the WORK.

11. Title and AUTHOR Information

BOOK COUNTRY may post or permit the posting of pertinent information regarding AUTHOR or the WORK on the Website or in other media, as well as those of its vendors and any other entity that BOOK COUNTRY, in its sole discretion, deems may be useful for the promotion, advertisement, or marketing of the WORK, in order to provide the Services. BOOK COUNTRY may also post or disseminate, on any such websites or in other media, additional information that it believes may help promote AUTHOR or WORK. If BOOK COUNTRY requests such information, AUTHOR agrees to promptly provide the requested information. This Paragraph does not limit any of the rights and licenses granted to BOOK COUNTRY in this Agreement.

12. Termination by BOOK COUNTRY

BOOK COUNTRY reserves the right to immediately terminate this Agreement, without penalty or any amount or refund owing to author, unless the services have not yet commenced, in which case author shall solely receive a refund of amounts paid, and to discontinue publication of the WORK at any time, and without advance notice to AUTHOR if, in its judgment, the WORK may subject BOOK COUNTRY to the risk of litigation or other adverse commercial consequences. AUTHOR's representations, warranties and indemnities set forth in this Agreement survive any termination or expiration of this Agreement, regardless of the reason.

13. AUTHOR Warranties

AUTHOR represents and warrants that:

- (i) AUTHOR is the sole author of the WORK and the sole owner of the copyright in the WORK; AUTHOR either is the sole owner of the copyright and trademark(s) (if any) in any associated cover or interior graphics supplied by AUTHOR for the WORK or has secured written permission (which AUTHOR will furnish to BOOK COUNTRY together with any required third party credits) to use the same in the WORK; and AUTHOR has full power, authority and right to enter into this Agreement and to grant the rights herein granted;
- (ii) this Agreement does not conflict with any agreements between AUTHOR and any other person or entity;
- (iii) the WORK is not in the public domain and is entirely original except for portions for which legally effective written licenses or permissions have been secured;
- (iv) the WORK and all rights therein are free of liens, claims, interests or rights in others of any kind;
- (v) the WORK as submitted, and its publication by BOOK COUNTRY, and the WORK'S title do not and will not violate or infringe upon any rights of any other person or entity;
- (vi) the WORK is not defamatory, slanderous, libelous, or obscene, or in any other way illegal; and any recipes, formulae, instructions, or recommendations contained in the WORK are not and will not be injurious to any reader, user, or any third person; and
- (vii) all information in the submission package is accurate.

14. Indemnification

AUTHOR agrees to indemnify and hold harmless BOOK COUNTRY, its AFFILIATES and insurers and any seller of the WORK from and against any losses, lost profits, damages, liabilities, judgments, awards, decrees, settlements, or expenses (including, without limitation, reasonable attorney's fees and court costs) arising from, connected with, or by reason of any breach or alleged breach of any of the obligations, representations and warranties set forth in this Agreement. All representations, warranties and indemnities made by AUTHOR herein will survive termination of this Agreement. "AFFILIATES" means owners, shareholders, officers, directors, managing members, employees, parents, subsidiaries, affiliated companies, licensees, distributors, vendors, subcontractors, advertisers, Internet service provider, attorneys, and accountants and any other person or entity to whom BOOK COUNTRY extends its representations and warranties to in connection with the production, dissemination, transmission, promotion, publication, or distribution of the WORK or the exercise of any rights therein or derived there from. In defending any such claim, action or proceeding, BOOK COUNTRY will have the right to defend with attorneys of its own selection and to settle the same, and AUTHOR will fully cooperate in the defense thereof.

In other words, in lay terms, and not to the exclusion of a more broad interpretation of the above paragraph, if Book Country or its affiliated companies or agents is sued or has a claim for damages brought against it by any person or entity claiming that your work is defamatory, infringes their copyright or other intellectual property, or otherwise violates the law, the right of another, or any of your representations herein, you, as Author, will be responsible for paying the full amount of such damages and you, as Author, agree to not place any portion of the blame or fault for such claim or action upon Book Country or its affiliated companies or agents.

In no event shall Book Country or its parents, subsidiaries, affiliates, successors, assigns, insurers, agents, shareholders, directors, owners, or employees be liable to author, or its permitted successors or assigns, or any third party for any special, indirect, incidental, exemplary, punitive or consequential damages in any manner in connection with or arising out of this agreement regardless of the form of action or the basis of the claim or whether or not the party has been advised of the possibility of such damages. In addition, the maximum aggregate liability of Book Country for damages under this agreement shall be limited to the amounts paid to Book Country from or on behalf of AUTHOR with respect to the services provided hereunder which gave rise to the claim or action.

15. Notices

Except as otherwise provided in this Agreement, all required notices must be given by AUTHOR via mail to the address in Section 1 of this Agreement AND via email to customersupport@publish.Bookcountry.com. Notices to AUTHOR will be given via email to the email address on file in the account record at Bookcountry.com.

16. Removing Content

Unless AUTHOR requests otherwise, as long as AUTHOR is a member in good standing of Book Country, we will continue to sell AUTHOR'S bookwork, except as otherwise provided in this Agreement. As stated in the Community Terms of Use, AUTHOR may remove work that AUTHOR has uploaded to the site, but comments AUTHOR may have posted cannot be removed and will remain on the site. AUTHOR may also notify us to stop selling the WORK via Book Country, in which event the ebook edition of the WORK will remain available on the applicable sites to customers who have previously purchased it. If AUTHOR decides to terminate his or her membership in Book Country, we will also stop selling the WORK. In any event, AUTHOR will receive any Royalty Payments due to AUTHOR for all previous sales per the above payment provisions. If AUTHOR is banned from the Book Country Site we will stop selling the WORK, remove AUTHOR'S content and pay out any Royalty Payments in AUTHOR'S account.

Cancellations of a book may only be by written request. Cancellation requests submitted by the Author will be processed through BOOK COUNTRY'S systems within five (5) business days, however, BOOK COUNTRY does not guarantee immediate removal and is not liable for delays effectuating cancellations. Effectuation of cancellations of Works are the sole responsibility of independent retailers utilized by BOOK COUNTRY once those retailers are notified of the requested cancellation by BOOK COUNTRY. Cancellations may take up to forty-five (45) days or more to take effect and are dependent upon independent retailers.

17. Copyright Infringement

If during the term of this Agreement the copyright in the WORK is infringed, AUTHOR authorizes BOOK COUNTRY, at its sole expense, to commence an action for copyright infringement in AUTHOR's name. Any recoveries from such litigation will be applied first to reimburse BOOK COUNTRY for its litigation expenses and any remaining balance will be divided equally between BOOK COUNTRY and AUTHOR. BOOK COUNTRY will have no liability to AUTHOR if BOOK COUNTRY elects not to commence such an action. If BOOK COUNTRY does not bring such an action, AUTHOR may do so at AUTHOR's sole expense after AUTHOR has provided Book Country with thirty (30) days' notice of the alleged infringement and BOOK COUNTRY has advised author it determines not to proceed. Any recoveries from such litigation commenced by AUTHOR will be applied first to reimburse AUTHOR for AUTHOR's litigation expenses and any remaining balance will be divided equally between AUTHOR and BOOK COUNTRY.

18. Amendments

BOOK COUNTRY may amend this Agreement, including but not limited to amendments to royalty payment structure and timing, at any time with 30 days notice to AUTHOR. AUTHOR will be deemed to have accepted and agreed to these amendments unless AUTHOR submits a written request to terminate this Agreement via written notice to BOOK COUNTRY at the address in Section 1 within 30 days of the notice of amendments. In the event that AUTHOR terminates this Agreement, due to the change, no refund shall be due, and AUTHOR'S sole remedy is to cancel the book and revoke the licenses granted.

19. Purchase of Additional Services

If AUTHOR purchases additional Services relating to the WORK from BOOK COUNTRY or its AFFILIATES, the Terms and Conditions available on the Website at the time of such purchase will govern for those Services. Further information regarding additional services is available on the Website.

20. General Provisions

This Agreement is governed by and operated in accordance with the laws of the United States or the State of New York as applicable, without giving effect to their principles of conflicts of law. Any dispute between the parties will be finally determined by binding arbitration before a single arbitrator in accordance with the rules of the America Arbitration Association (including the Supplemental Procedures for Resolution of Consumer-Related Disputes if applicable). Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration shall be conducted in the English language in New York, New York, in accordance with the United States Arbitration Act.

Any assignment of this Agreement or any part thereof by AUTHOR without BOOK COUNTRY's prior written consent will be null and void. BOOK COUNTRY may assign this Agreement at any time without Author's consent.

If any term or provision of this Agreement is deemed illegal or unenforceable by a court or arbitrator of competent jurisdiction, then, nonetheless, this Agreement will remain in full force and effect and such term or provision will be deemed deleted or curtailed only to such extent as is necessary to make it legal or enforceable. This Agreement, together with the portions of the Website referred to above, represent the complete understanding between the parties as to its subject matter and supersede all prior understandings, if any, as to its subject matter. Other than unilateral amendments by BOOK COUNTRY as permitted by this agreement, no modification, amendment, or waiver will be valid or binding unless made in writing and signed by all parties hereto. No alleged promise or commitment by any employee or representative of BOOK COUNTRY or Author shall have contractual effect unless entered into by a writing, hand signed, by an authorized representative of each party. In the event that any part of this Agreement shall be declared unenforceable or invalid, the remaining parts shall continue to be valid and enforceable. BOOK COUNTRY shall not be liable for its failure to timely or fully perform under this Agreement to the extent that the non-performance is caused by events or conditions beyond BOOK COUNTRY'S control, including, without limitation, by virtue of the failure of a supplier or contractor to fulfill its contractual obligations.

Author Name (Printed): _____

Author Name (Signed): _____

Date: _____