



'Olili Productions

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Self-Publishing Agreement

Please complete, sign, and mail. Mahalo.
PO Box 12, Hilo, HI, 96721-0012

Please read and sign this agreement between you ("Author") and 'Olili Productions ("Olili Productions") for your book and manuscript ("Work").

Author's Full Name: _____

Book Title (or working title): _____

Warranties

The author represents and warrants that he or she is the sole author of the Work and the owner of the copyright to all of its contents and that he or she has not engaged in plagiarism and that the Work, if fiction, represents no real events or person(s) that in any way could be deemed libelous and the Author has the right to enter into this agreement.

The Right to Your Work

The Author acknowledges and agrees that 'Olili Productions acquires no right to ownership to the Work. The Author retains full rights to all related cover and internal images and other book related files to Work and may use these files elsewhere. Upon request, 'Olili Productions will provide all project files to the Author at the cost of the data storage unit upon which the files are delivered plus shipping and handling.

Book Royalties and Printing Fees

Royalties will not be exchanged between the Author and 'Olili Productions. Book printing fees and sales processes are the responsibility of the Author, therefore all book sales proceeds go directly to the Author. Should the Author choose to add his/her product to the 'Olili Productions Online Store Web Page, a 10% fee will be deducted per product sale to cover order handling and customer credit card usage fees.

Payment for Services

The Author acknowledges that self-publishing services provided by 'Olili Productions are billed on an hourly basis at \$50.00 per hour, plus 4% GE tax for Authors in the state of Hawai'i. Initial payment of 20% of estimated project cost is required to begin services. Billing occurs bimonthly; the Author agrees to pay each invoice within 10 business days. Payment can be made via check, money order, or PayPal which includes the option of paying with a credit card. The Author acknowledges that a \$50.00 fee will be charged for any and all returned checks. 'Olili Productions has the right to cancel the project without refund if payment for any invoice is not received within 20 business days.

Author Initials here _____

'Olili Productions Representative Initials here _____

Publishing Company Credits

The Author agrees that ‘Olili Productions will be listed as the publisher on the internal cover page, the copyright page, on the book spine (soft cover or both hard cover and dust jacket); and possibly on the back of the last interior blank page or back cover, including the ‘Olili Productions logo, if appropriate.

Indemnities

The Author agrees to indemnify and hold harmless ‘Olili Productions and its employees from any and all manner of claims, liabilities, damages, losses, expenses (including attorney's fees), awards, judgments, resulting from claims of third parties regarding ownership, plagiarism, privacy violations, copyright infringement, and similar claims arising from publication of Work.

Images

The Author agrees that any images provided by Author for inclusion in project will be of excellent quality and clarity, have a resolution of 250 ppi or greater, and be in original digital format. Due to the electronic size of such files, the Author agrees to provide such images to ‘Olili Productions on a CD, DVD, and/or a flash memory data storage device. The Author agrees that if photos of artwork or scans must be submitted for use, they must follow the aforementioned requirements and will be highly scrutinized by ‘Olili Productions for quality, size, resolution, and color prior to any manipulation activity or inclusion in the Author's project, and may be rejected if inadequate.

Color in Images

The Author agrees to indemnify and hold harmless ‘Olili Productions and its employees from any and all manner of claims, liabilities, damages, losses, expenses (including attorney's fees), awards, judgments, resulting from claims that the end-printed color product differs in color(s) from the original image supplied by the Author. The Author acknowledges that conversion of all images to CMYK color space is required, which can alter image colors, and therefore ‘Olili Productions and its employees cannot guarantee that the image's original colors can be restored in the converted image. The Author acknowledges that since the multitude of existing printing processes and printing presses produce slight color variations, exact color matching in end-product images is virtually unattainable. ‘Olili Productions and its employees will make every effort to achieve the closest feasible color match within the constraints of the project.

Shipping and Handling

The Author agrees to pay for all shipping costs of final product to Author's destination choice. The Author agrees to indemnify and hold harmless ‘Olili Productions and its employees from any and all manner of claims, liabilities, damages, losses, expenses (including attorney's fees), awards, judgments resulting from damage in shipping or usage of any delivery service provided by the book printer. The Author may choose to insure his or her package in transit of delivery by requesting insurance and possibly paying an additional fee to the printer to cover the cost of his or her original investment.

Author Initials here _____

‘Olili Productions Representative Initials here _____

Terms and Exclusivity

The Author retains the copyright for this Work and may choose to enter into other publishing agreements. Either party has the option to terminate the Agreement at any time, with or without cause. If the Author terminates the Agreement prior to publication, the Author is responsible for payment of all services provided up to that date. If the Agreement is terminated by ‘Olili Productions and no breach of Agreement has occurred, any prepaid service fees will be refunded in full. If the Agreement is terminated by ‘Olili Productions due to breach of Agreement by the Author, no fees shall be refunded. If the agreement is terminated by ‘Olili Productions or the Author after publication has taken place, no refund will be due to the Author.

Complete Agreement

This written Agreement contains the sole and entire Agreement between the parties (‘Olili Productions and Author) and shall supersede any and all other prior agreements between the parties. This Agreement may not be modified or amended except in writing signed by the party against whom such modifications or amendment is sought to be enforced.

I, _____, attest that I am the sole Author of
the book titled: _____ and exclusively own
rights to this Title and I agree to the terms and conditions of this Self-Publishing Agreement.

Author Signature _____ Date ____/____/____

‘Olili Productions Representative Signature _____ Date ____/____/____

Please mail your **payment** along with your completed **Order Form** and **Self-Publishing Agreement** to:

Odette Rickert, ‘Olili Productions, PO Box 12, Hilo, HI 96721-0012

A copy with all signatures will be mailed to you.