



1340 Curtner Ave, San Jose CA, 95125

### STANDARD CONTRACT

Please note that we are not able to consider manuscripts that have been submitted to a competitor unless proof has been provided that the submission was not accepted by the competitor. For re-prints, please provide proof of your rights to reprint in the form

**This letter/contract shall serve as proof of an agreement between:**

**The Three Little Sisters** [DBA: Little Bird Books and Saga Press] who resides at **1340 Curtner Ave, San Jose CA, 95125** herein referred to as the **“Publisher”**

&

Full Name(s): \_\_\_\_\_

**OR FOR THE**

*{ONLY REQUIRED TO BE COMPLETED BY GROUPS OF THREE AUTHORS OR MORE, WHEN THERE IS NOT JUST ONE PERSON NAMED IN THE TITLE OR TITLES}*

Anthology Titled: \_\_\_\_\_

Who resides at: \_\_\_\_\_

On this date: \_\_\_\_\_

For Anthologies skip to the Addendums

Author: \_\_\_\_\_

Co-Author: \_\_\_\_\_

Officer: \_\_\_\_\_

**IF YOU ARE PLANNING ON SUBMITTING MULTIPLE MANUSCRIPTS, THIS CONTRACT APPLIES TO ALL YOUR SUBMISSIONS! YOU DO NOT NEED TO PROVIDE A TITLE AT THIS TIME, THE ANTHOLOGY FIELD IS ONLY FOR GROUPS OF THREE OR MORE AUTHORS**

This agreement is for the publication and distribution of a “Work” or “Works” **provided by the “Author(s)”**.

The “**Work(s)**” will be edited, proofed and finalized via The Three Little Sisters [DBA-Little Bird Books and The Real Saga Press] through contracted editors and copy editors to the satisfaction of all parties. During the time of which the project is in various stages, “Authors” are not permitted to discuss the file with anyone. Files may not be shared, distributed, transferred, or released to any other party without consent of the “Publisher”.

**ACCOUNTING**

The “Publisher” shall provide the “Author(s)” with a yearly statement detailing net copies sold and net revenues after publication of the “Work(s)” no later than midnight on the 20<sup>th</sup> of December of every calendar year.

If the contract is terminated before the report deadline, the “Author(s)” will be provided with a copy of the royalties paid out and titles sold within **5** business days of the termination.

**APPLICABLE LAWS**

The “Publisher” is governed by the State of California, The Government of Ontario, Canada and The Bernes Convention. We uphold the laws stipulated to us and are subject to those laws as are the “Author(s)” who have signed contracts with us.

**CONDUCT**

The “Author(s)” are expected to refrain from disparaging the “Publisher” in any form both online and offline. IF an error is noted by the “Author(s)” it should be reported via email or private message to [general@thethreelittlesisters.com](mailto:general@thethreelittlesisters.com) and we will correct it. IF an “Author(s)” is found to be making disparaging comments, their contract will be terminated immediately.

For Anthologies skip to the Addendums

Author: \_\_\_\_\_

Co-Author: \_\_\_\_\_

Officer: \_\_\_\_\_

## **COPYRIGHT**

The “Publisher” shall include a copyright notice in the “Author(s)” name on all published copies of the “Work(s)” in accordance with United States & Canadian copyright regulations.

## **COVER & ILLUSTRATIONS**

At time of contract, in the event an outside source of publication illustrations or covers are to be made by request and the “publisher” is to be provide with the permissions for all illustrations and cover art necessary for use with the manuscript simultaneously. The “Publisher” reserves the right to reject said cover and illustrations and turn to in house resources. The “Publisher” must retain the contact for the art and have access to it at the time of submission. No art can be submitted after the manuscript has been placed in the cue. IF the “Author(s)” submit art along with the manuscript, they must complete and attach **ADDEDUM D**. The “Author(s)” is provided an initial consultation with the assigned “Illustrator”, in which they will discuss the desired cover. The cover will be shown to the “Author(s)” and “Publisher” in DRAFT with the word WATERMARK across. This first draft is not to be shared with anyone. The DRAFT may be edited up to 3 times. The 3rd time the cover will be put into PREFLIGHT, this means there are NO more changes allowed. Pre-Flight will be shown with the watermark and may be displayed in low resolution. The cover will move from Pre-Flight and be shown in final 1-2 weeks prior to publication, the cover is allowed to be shared after it has been released for use, this release will be sent to the “Author(s)” once it has been released.

## **DISTRIBUTION**

We use Amazon, Apple, Google Books and Kickstarter to print and distribute all books. The books are distributed in print and e-book as well as audiobooks. The “Publisher” may also publish the “Work(s)” via any service and/or site that allows for the sale of and distribution of books in print or digital form. The “Author(s)” understands that these publications will be made available in pdf, e-pub, kindle, nook, apple books or any other file format or mediums.

For Anthologies skip to the Addendums

Author: \_\_\_\_\_

Co-Author: \_\_\_\_\_

Officer: \_\_\_\_\_

## **EDITING & LAYOUT**

The “Author(s)” will retain the right to approve or reject any changes to the “Work(s)” and have final say on the content of the book prior to Copy Edit. Changes are not allowed after the copy has been created unless it is for minor spelling mistakes, grammar or punctuation. Layout is not subject to changes or input. The “Publisher” will determine the best layout options for the “Work(s)”

## **PROVIDING THE WORK(S) FILES:**

The “Work(s)” must be provided in full to the “Publisher” within 24 hours after signing. The “Work(s)” must be sent in doc or docx format, we cannot accept rtf, pdf or pages.

## **FREE COPIES**

The “Author(s)” grants permission to the “Publisher” to grant free copies for the purposes of reviews or as giveaways or other promotional events, the “Author(s)” understands that these promotions will reduce the royalties earned and will not be considered a sale. The “Work(s)” will be provided on loan to Internet Archive for lending in their digital library. Copies provided in the library are not covered by royalties.

## **FREEDOM TO PRINT**

The “Author(s)” to the best of their knowledge is a free agent, not bound by any contract for publishing of the SAME “Work(s)” being submitted to the “Publisher”

## **GENERAL TERMS**

This book publishing contract represents the entire agreement between the “Author(s)” and “Publisher”. This contract may not be altered, amended, or otherwise modified except through written form requiring signature by the parties herein and by the signing authority of The Three Little Sisters. Should multiple individuals be included, considered or added, the “Author(s)” of the “Work(s)” governed by this book publishing contract, each of those individuals shall be liable for adhering to the terms of this contract. The “Publisher” and “Author” shall be granted an extension on any time-sensitive duties related to this book publishing contract should circumstances beyond their control interfere with their ability to execute their contractual obligations.

For Anthologies skip to the Addendums

Author: \_\_\_\_\_

Co-Author: \_\_\_\_\_

Officer: \_\_\_\_\_

## **GENERAL TERMS CONTINUED**

All notices related to this contract shall be delivered via certified mail or email. This book publishing contract shall be considered legally binding upon both parties' heirs, partners, associates, subsidiaries, successors, executors, and licensees.

## **IN THE EVENT OF DEATH OR ILLNESS**

Should the "Author(s)" become terminally ill, or die during the contract period, the rights of the manuscript shall revert to the ESTATE and or remain with The Three Little Sisters for preservation. If the wishes of the "Author(s)" are to commend their "Work(s)" for preservation or to defer payment to a "Co-Author" these wishes will be added in **ADDENDUM A**. The royalties will be sent to the executor of the estate.

## **ISBN**

The "Publisher" will provide an original ISBN and ASIN number. The ISBN number belongs to the "Publisher" and if this contract is terminated by either party, the manuscript will be returned without the ISBN attached. The registry will reflect that the book is no longer in print.

## **MARKETING**

Marketing is to remain the responsibility of the "Publisher". At no time should an "Author(s)" attempt to contact any party to discuss their "Work(s)" and instead trust us to take care of the best way to produce publicity for their book(s). At no time should the "Author(s)" obligate themselves to an outside contact who bypasses the "Publisher" but instead refer said outside contact back to the "Publisher".

## **PERSONAL COPIES**

"Authors" who purchase copies for their own purposes must do so through The Three Little Sisters. An invoice for the copies will be sent to the "Author(s)", at which time we require payment for the copies. Once the order is complete, we will ship copies to the address provided. Personal orders are not counted in royalty payments. The Three Little Sisters cannot cover personal copies other than the two copies provided per year as part of our Staff Perks. Copies sold to "Author(s)" are sold at cost.

For Anthologies skip to the Addendums

Author: \_\_\_\_\_

Co-Author: \_\_\_\_\_

Officer: \_\_\_\_\_

**PEN NAME or NAMES**

**-this is for individual authors or books with no more than two authors, for anthologies please skip this section and go to ADDENDUM D-**

The “Authors” shall retain all rights to the “Work(s)”. Shall retain all publishing and copyrights for the “Work(s)”. The “Publisher” will only retain the right to use material produced by the “Authors” for the purposes of publication in the manner agreed to within this contract. All published “Work(s)” shall be marked with the names:

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**REPRINTS**

For reprints “Author(s) must provide proof of the rights to reprint either with a copy of the reversion of rights from the original publisher and or proof that the “Work(s)” is free to reprint.

**RIGHTS**

The Author grants the Publisher full right and title to the following, for a period of **5** years. After which the contract can be renewed, renegotiated or cancelled. The “Author(s)” grant the rights to:

- Publish, sell, and profit from the listed “Work(s)” in English, if other languages are requested or desired, the “Publisher” will make every effort to secure a translation.
- To create or devise modified, abridged, or derivative “Work(s)” based on the “Work(s)” listed.
- To create audio, e-books, print books and interactive books based on their “Work(s)”
- The “Publisher” reserves the rights to publish in all digital and print manners including but not limited to print, e-book, audiobook, film, etc.

For Anthologies skip to the Addendums

Author: \_\_\_\_\_

Co-Author: \_\_\_\_\_

Officer: \_\_\_\_\_

## **ROYALTIES**

The payout for the “Work(s)” is as follows:

**Individuals: 40%** to the “Author(s)”, **35%** to the “Distributor”, **25%** to the Publisher

**Co-Authors: 20%** Each totaling 40%, **35%** to the “Distributor”, **25%** to the Publisher

### ***Anthologies:***

60% split between all “Author(s)” with 35% to the “Distributor” and 5% to the “Publisher” and either:

- A) one (1) free copy or a payment of \$5.00 each and
- B) one (1) free copy to a maximum of ten (10) participants. For over ten (10) “Author(s)”, The Three Little Sisters [DBA-Little Bird Books and Saga Press] reserve a minimum of **20%**.

Royalties are not paid out to “Authors” for products that are sold with any art, used in or on the book and/or for publicity related materials that are made to assist in the sales of the “Work(s)”. Should the royalties be less than this amount, payment is made as soon as the amount reaches its minimum. A record of all profits shall be provided every year, and royalties (if any) shall be paid out to all parties at **the end of every calendar year** assuming those royalties are over **\$20.00 USD**. Payments shall be made by check, money order or transferred from PayPal in US dollars.

## **TAXES**

Taxes are not taken from royalties by the “Publisher”. “Authors” are responsible for filing their own taxes on any monies earned.

## **TERMINATIONS**

### **AUTHOR’S RIGHT TO TERMINATE**

Should the Author deem that the Publisher has failed or is failing to uphold the terms of this book publishing contract, the Author shall notify the Publisher in writing, and grant the Publisher a minimum of 30 days to correct such shortcomings. If the Publisher fails to adequately address the issues presented by the Author, the Author shall have the right to cancel this book publishing contract and seek to establish a publication relationship with another publisher.

For Anthologies skip to the Addendums

Author: \_\_\_\_\_

Co-Author: \_\_\_\_\_

Officer: \_\_\_\_\_

**PUBLISHER’S RIGHT TO TERMINATE**

The “Publisher” may terminate the contract at will with notification to the “Author(s)” within **two business days** prior to said termination. Similarly, the Publisher shall have the right to cancel this book publishing contract should they deem that the Author has failed to uphold its terms, after granting the Author a period of at least 30 days to correct such issues. Should either party cancel this book publishing contract, all rights granted to the Publisher shall revert to the Author. The file will be returned post formatting. The “Author(s)” do not retain ownership of any illustration or art produced for the “Work(s)” unless the submitted this art along with the original submission or hold the rights to said art as stipulated in the intake process or outlined in **ADDENDUM B** enclosed to this contract.

**WARRANTIES & INDEMNITY**

The Author warrants that the “Work(s)” governed by this book publishing contract are their sole intellectual property, that no other similar agreements governing these “Work(s)” exist, and that the “Work(s)”s are not in the public domain. Additionally, the Author warrants that the “Work(s)” do not infringe on copyrights, trademarks, or other intellectual rights of any third parties. If the “Work(s)” governed by this book publishing contract contain statements presented as fact, the Author warrants that such statements are true and accurate. Furthermore, the Author agrees to refrain from entering into agreements with third parties that conflict with the terms of this book publishing contract.

For Anthologies skip to the Addendums

Author: \_\_\_\_\_

Co-Author: \_\_\_\_\_

Officer: \_\_\_\_\_



# **ADDENDUM A**

## **DIRECTIVES FOR ESTATE TRANSFERS**

Please provide a single contact for each Author. The "Author(s)" chooses to bequest the royalties to be transferred or deposited to the following:

(please name either a family member, estate guardian, legal representative or other)

**Primary Contact:** \_\_\_\_\_

Who can be contacted at:

Email \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Secondary Contact:** \_\_\_\_\_

Who can be contacted at:

Email \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

I/We choose to bequeath our royalties to the following organization in leu of our personal estate(s). The following is the name of the organization that we wish to transfer royalties to:

\_\_\_\_\_

For Anthologies skip to the Addendums

Author: \_\_\_\_\_

Co-Author: \_\_\_\_\_

Officer: \_\_\_\_\_

**ADDENDUM B**  
**PERMISSIONS TO USE SUBMITTED ART OR**  
**RETAIN OUTSIDE OR PRIVATELY**  
**COMMISSIONED “WORK(S)”**

I/We the “Author(s)” do certify that we have the permission to use the art provided to The Three Little Sisters [DBA-Little Bird Books and Saga Press]. I/We understand that the “Artist(s)” will have to sign and agree to the rights to use the art provided. IF the “Artist(s)” does not agree to use the art provided or does not wish to “Work(s)” with The Three Little Sisters [DBA-Little Bird Books and Saga Press] then the “Author(s)” agree to use the internal artists provided. I/We the “Author(s)” understand that The Three Little Sisters [DBA-Little Bird Books and Saga Press] will not compensate, reimburse or otherwise pay the “Author(s)” for procuring outside art or covers that were not commissioned or authorized by the “Publisher”.

“Artist” name: \_\_\_\_\_

**Contact Information**

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

For Anthologies skip to the Addendums

Author: \_\_\_\_\_

Co-Author: \_\_\_\_\_

Officer: \_\_\_\_\_

**ADDENDUM C  
FOR GUARDIANS & PARENTS  
OF MINOR CHILDREN**

**FOR MINORS**

If you are under the age of 18, you must have a legal guardian or parent sign permission to accept this contract below:

I, \_\_\_\_\_ do grant permission to the “Publisher” to use the “Work(s)” submitted and do grant acceptance of the terms on behalf of the submitting “Author(s)”.

Email: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_

For Anthologies skip to the Addendums

Author: \_\_\_\_\_

Co-Author: \_\_\_\_\_

Officer: \_\_\_\_\_

# **ADDENDUM D FOR ANTHOLOGIES**

**The following parties are to be named as “Contributor” to the Anthology named:**

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**List names below:**

The parties above agree to have their work edited to the satisfaction of the “Publisher”. The parties must provide final versions of the contribution they have promised by no later than the midnight on the last day of the submission period or date provided to all contributors by the “Publisher”. All parties must provide a working email for payment or address if a check is requested. If any contributor did not submit a payment method, the “Publisher” will hold their royalties for up to 15 days, and then release it to a charity of its choosing.

Check this box to confirm that all parties agree to be listed as a contributor to the Anthology listed. All that all parties agree to the contract enclosed herein.

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# SIGNATURES

THEREFORE, having read and understood the terms of this book publishing contract, the Author and Publisher (or their authorized representatives) hereby execute and enter into this contract with one another as of the dates below.

**“Author(s)”** \_\_\_\_\_

**Date:** \_\_\_\_\_

**“Co-Author”** \_\_\_\_\_

**Date:** \_\_\_\_\_

**OFFICER:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**THIS CONTRACT IS VALID FOR 5 YEARS AT WHICH TIME IT IS SUBJECT TO RENEWAL AND OR TERMINATION.**

