



PUBLISHING SERVICES AGREEMENT

This Publishing Services Agreement (the "Agreement") is entered into between:

- A Sense of Place Publishing (ABN 8589 215 7567), a small publishing business located at 17 Conway Crescent, Blackbutt, referred to as the "Publisher"; and
- John Smith, residing at [John Smith's Address], referred to as the "Author".

This Agreement is for the provision of publishing services for the book henceforth called the "Work", to be produced as both an eBook and Print-on-Demand (POD) edition. Both parties agree that this is a legally binding contract. The Publisher will provide the following services, and the parties understand and accept the terms below:

1. Professional Cover Design

The Publisher will provide professional cover design using one of the world's best cover designers. We are particularly proud of our covers, which are an essential part of any book's success. The covers will be designed in close consultation with the Author.

2. Professional Interior Design

The Publisher will provide professional interior design the Work for both digital (eBook) and Print-on-Demand formats. The manuscripts should be delivered in its final form. If substantial editing is required, the Publisher can arrange an experienced editor (additional fee quoted separately). Ghostwriting assistance can also be arranged if needed. Draft proofs will be shared with the Author.

The author understands that the delivered manuscript should be as near to word perfect as possible.

One round of revisions not exceeding two hours of additional labor is included in the pricing, but any further revisions will be billed at \$AUS75 an hour.

3. ISBNs and Barcode

The Publisher will provide ISBNs and barcodes for each of the four books (two ISBNs per book: one for eBook, one for POD, and a barcode for each POD edition).

4. Imprint

Each book in the Work will be published under the imprint A Sense of Place Publishing unless the Author requests otherwise.

5. Distribution and Setup

Once design is complete, the Publisher will set up the Author with IngramSpark (the world's largest book distributor). This gives the Author complete ongoing control, including direct access to 100% of royalties and the ability to order wholesale copies in any quantity.

Through Ingram, each book in the Work will be made available to major outlets including Amazon, Barnes & Noble, Kobo, Booktopia, Angus & Robertson, and others.

The author understands that retailers may adjust their pricing as they see fit and that this is a matter outside of both the publisher and the author's control. Indicative retail pricing for each book will be agreed in consultation with the Author. Pricing cannot be set below the cost of production.

The Author will own the final POD and eBook files for each book and may use or sell them as desired. They may, for instance, approach their local printer. A Sense of Place Publishing uses the services of Lightning Source, which is a sister company to IngramSpark. In our experience their printing is of high quality and reasonably priced in comparison with their competitors.

6. Format Options

Available sizes include:

- Mini-paperback: 5 x 7 inches
- Paperback novel: 5.25 x 8 inches
- Paperback trade: 6 x 9 inches
- Hardcover: 5.5 x 8.5 inches

Covers: gloss or matte

Paper: crème or white (50lb or 70lb)

Our preference for most books is 6 x 9 inches, white 70lb paper, gloss cover.

Other sizes and paper types available for photographic or specialty books.

7. Marketing Support

The Publisher will assist with preliminary marketing, including the drafting of a media release and where appropriate prepare a basic media kit which would include cover images, author biog and photo, to be provided by the author, background material, a selection of quotes, and an extract for potential publication.

Where appropriate, an extract may be published in A Sense of Place Magazine.

Initial promotion will include our social media channels.

Ongoing marketing beyond initial setup is the author's responsibility

8. Timeline

The Publisher undertakes to complete the project to a professional standard within three (3) months of delivery of the final manuscripts for all four books. A rush fee of \$AUS1,400 may be applied for expedited turnaround.

Neither party is liable for delays caused by events beyond their control, such as natural disasters or supply chain issues.

9. Author Participation and Final Decisions

The Author agrees to participate in the production process (e.g., approvals for edits, design, formatting). The Publisher will consult the Author on all key decisions including format, layout, covers, sizes, papers, pricing, distribution, and promotion. In the event of disagreement, the Author has the final say.

10. Warranties

The Author warrants that the Work is original, does not infringe any existing copyright, and contains no libelous or defamatory material to the best of their knowledge.

The Author agrees to indemnify the Publisher against any claims arising from breaches of these warranties.

The Author confirms any third-party content is used with proper permission (e.g., under Creative Commons if applicable). Under the normal course of events the book is withdrawn from sale until any legal dispute is resolved.

11. Legal Deposit

The Work will be digitally uploaded to the National Library of Australia under the imprint A Sense of Place Publishing as required by Australian law. If the author would prefer, they can upload the book themselves without reference to the imprint.

12. Library Submission

The Work will be submitted to the Australian Library Services for potential distribution to Australian libraries (subject to approval).

13. Intellectual Property

Copyright in the Work remains with the Author at all times.

14. Confidentiality

Both parties agree to keep confidential any non-public information shared (e.g., manuscripts, designs) during work on the project.

A Sense of Place Publishing will not share any of the author's personal information.

15. Termination

This Agreement may be cancelled by the Author at any time before final upload to IngramSpark. Upon termination, the Author will pay for all services rendered to date (including any completed milestones such as cover design or interior proofs), and the downpayment is non-refundable, except in cases of the Publisher's material breach, in which case a pro-rated refund may apply.

The Publisher may retain any work product until full payment for completed portions.

16. Governing Law and Disputes

In the unlikely circumstance of a dispute, this Agreement is governed by the laws of New South Wales, Australia. Any disputes will first be addressed through good-faith negotiation. If unresolved, the parties agree to mediation in Sydney before litigation.

The Publisher's total liability under this Agreement is limited to the fees paid by the Author.

17. Fees

The total service fee is: \$8500.

A downpayment of 50% (\$AUS4,250) is required to commence work. The balance is due upon completion of design and before upload to IngramSpark.

The preferred payment method is by bank transfer. For credit card payments we use the services of Stripe and Payoneer. Please note we no longer use PayPal.

18. Amendments

Any changes to this Agreement must be in writing and signed by both parties.

19. What Happens Next?

Copyright remains with you, the Author. With your own IngramSpark account, 100% of royalties go directly to you. You control orders, monitor sales, and manage promotions. We're happy to assist as needed.

If a major publisher or film opportunity arises, you're free to pursue it. We would appreciate (but do not require) a note on the copyright pages: "Originally published by A Sense of Place Publishing."

Signed: Publisher: John Stapleton on behalf of A Sense of Place Publishing (ABN 85 892 157 567)

Signature: _____ Date: _____

Signed: Author: John Smith

Signature: _____ Date: _____