



ASA PUBLISHING CORPORATION

WWW.ASAPUBLISHINGCORPORATION.COM

DEPARTMENT-BOOK PUBLISHING

734.212.6563

IN-HOUSE/OUTSOURCE

BOOK PUBLISHER

AGREEMENT

- REVIEW, STRUCTURE, PUBLICATION, MEDIA -

TERMS AND CONDITIONS



RECITAL

1. We/ASA Publishing Corporation agree to render full publishing services to our author/writer without any additional expenses place upon him/her/them from any and all Book Publishers that we hire whether in-house, volunteer, intern, freelance, independent contracting, or outsource contracting; also considered as "ASSOCIATES".
2. What is an ASSOCIATE? An Associate is not an employee of ASA Publishing Corporation, but is one who is contracted/subcontracted; whether individual, group, or company, that provides a service (a specific task) for our corporation.
3. ASA Publishing Corporation, at its sole discretion, may provide office space and work tools to the Associate in order to complete the work, but the Associate is responsible for managing their assignments and the time it will take to complete the task.
4. As a subcontractor, ASA Publishing Corporation does not provide daily supervision or require the Associate to work at any specific schedule or minimum hours to accomplish the work. However, ASA Publishing Corporation does have deadlines to fulfill to their clients when the subcontractor accepts the responsibility of the required task at hand.
5. All subcontractors hired to perform the task as our Book Publisher will be on a 1099 "Cash Basis", and that ASA Publishing Corporation will prepare and report the 1099 for any payment received by the Associate (subcontractor) in excess of the current IRS guides at least \$600 during the year, by the end of the year.
6. These reports to the IRS made by ASA Publishing Corporation is on a "Cash Basis" in that the Associate will only have to claim (*report to the IRS*) if that ASA Publishing Corporation actually issues a check to the Associate (Subcontractor) for the services provided.

RESPONSIBILITY OF SERVICE

7. Our responsibility to the author/writer is for the duration of his/her/their rendered service contractual publishing agreement, and not to the subcontractor. We have an agreement with our client, and the subcontracting Associate has an agreement with our company, not with the client.
8. This promissory agreement is a bilateral contract that only involves two groups/sources which are ASA Publishing Corporation and the Associate *Book Publisher*, who is being contracted/hired in the position of an individual/company that has either or both skills and/or talents of book structuring.
9. The author/writer only has a bilateral contract with ASA Publishing Corporation except for when it comes to public relations within the publishing house because it involves a certain type of confidential information and information that is allowed to be exposed, including certain bookstore agreements, pictures, etc.
10. For any and all personnel working with ASA Publishing Corporation, one should present him/her/themselves with professionalism and perform their talents with quality. Even though an Associate is subcontracting as a Book Publisher, the responsibility of the task presented and accepted still reflects on the outcome of the type of "Quality of Work Performance" that comes out of our publishing house, and from those that we hire; which makes us responsible for the work that you perform.
11. Therefore, we are willing to train, but if the performance/work is continually poor (*over a period of time*), we have every legal right to our client[s] to transfer the job[s] to another contractor[s] that can perform the task with efficiency, and share/divide the cost of the amount of the contract of that client to and with the new subcontractor, and terminate the former for poor and/or inadequate performance.

FUNCTION - Role of a Book Publisher

- **Duties and Responsibilities**

12. The author/writer is considered a "client" that ASA Publishing Corporation provides a rendered service to. The services that a book publisher will be accomplishing are:
 - a) Assist in the acquisition process by reading and assessing submissions and responding to submissions in a timely manner.
 - b) Prepare publishing schedules and oversee each project through production.
 - c) Communicate with authors and agents.
 - d) Create and prepare forms: contracts, financial statements, memos, and requests/reports.
 - e) Represent ASA on social media; may be required to attend book related events.
 - f) Representing the imprint at possible trade and consumers shows.
 - g) Evaluating manuscripts, outlines, and proposals.
 - h) Brainstorming new ideas and concepts – Help to track current and upcoming pop-culture trends across a variety of entertainment mediums.
 - i) Seek out periodically in Public Domain, books that are available to be revamped and/or republished.

- **Knowledge, Skills, and Abilities**

- j) Interest in diversity of fiction and non-fiction books.
 - k) Proficiency in word processing applications.
 - l) Social Media Savvy.
 - m) Manages time effectively.
 - n) Ability to work independently and handle a high volume of work.
 - o) Demonstrates excellent organizational skills and strong work ethic.
 - p) Works well with a variety of individuals and is comfortable speaking in front of groups.
 - q) Demonstrates awareness of industry trends and consumer desires.
 - r) Demonstrates familiarity with creative publishing software.
 - s) Proficient in trade book and ebook design, structure, and formatting.
- t) **Important Memo:** Please be advised that in "All" of our publishing packages under *Your Legal Responsibility*, "The author also has a responsibility when making any requests, approvals, etc., and such alike, there must be a written documentation by mail or email. Any verbal communication by phone or in person is considered invalid, nor do we validate handshake agreements." This is a safeguard memo for your protection against receiving and making verbal

changes without any written documentation. Not everything has to be documented down, use common sense to what is important.

PERFORMANCE

13. **The Book Publisher also provides an analysis;** an examination or an assessment of the manuscript/book in order to determine the workload, time it takes to complete the task, and to see if the manuscript is publish-worthy. Then reports any unforeseen findings to the publisher and client, including a deadline that the work product shall be completed prior to any actual prepublication.
 - a) This assessment should be an automatic responsibility to see if the Book Publisher (Subcontractor) can handle the task, as well as being able to accept the work provided and establish a professional relationship with the client, by being able to understand the writing style of that client without re-writing the client's manuscript, as well as also being able share any discoveries within the manuscript itself to the client.
 - b) Therefore, an assessment can also be a safety net for the subcontractor by being able to have that option to turn down the work after the subcontractor realizes that he/she/they cannot actually perform the task, and now without embarrassment or termination, can release the client to the senior publisher without damage control.
14. **The initial formatting structure (*size and margins*) of the book itself should be created by the Publisher** prior to delegating the work product to the other departments, including a book identification number. Under no circumstances shall anyone perform a task on any book without it receiving one. Then shall the Book Publisher can perform any re-structuring in the interior and/or exterior of the book as needed.
15. **The Work Product Checklist and Book Publisher Checklist are guideline tools provided to perform the task.** This will enable an initial startup procedure on how to construct and build a "copy" pattern of all the work that was performed. This can also be a safety net as to why and the reason for any deadline not being met; i.e., it's like having a tracking record/report on file. When completed, they goes to back into the client's folder and back to the publisher, senior publisher, or administration.

INITIAL PAYMENT / INVOICE INSTALLMENT

16. **A Book Publisher shall receive a payment per book accomplished.** This payment shall be on an invoice sheet that keeps record of all books completed by that Book Publisher. This type of invoice is on a monthly payment basis, and it is not guaranteed all the time that the whole invoice sheet can be paid-in-full all at once. But, as publication for that book is completed, it among other books, hold the financial key to what you would consider a financial payment plan, thus leaving the invoice sheet as "payable by installments".
 - a) This invoice sheet is called a "**Work Product Assignment Tracker Invoice Payment Form**".
17. Each book will have a 30 day waiting period from the date it was published. In this way, it provides everyone with an assurance that the book is less seldom to be pulled back, returned, or rejected. If a book is returned for any other reason than for editorial problems, then a "check/money order" will be issued accordingly. But, if it is due to editorial problems, please see "Cautionary Payment".
18. Every total payment amount is based upon slider scales per page within each book accomplished, and not the type, texture, genre, or size structure of the book. This makes it easier and a benefit for you to know exactly how much you are to be paid.
19. In order to have an accurate page count, the book must be in post publication where you can actually print out the book and its details from any online bookstore or database system and know exactly your total payment amount should be, and compare it to the accuracy of your invoice. Even if there were others who worked on the same project with you, you can easily know the division of what is to be paid out.
20. Books that are completed, but for whatever reason will never be published due to the author or publisher disagreement or termination of manuscript/client or both, that subcontractor can automatically count that book as a completed task, but it has to be mandatorily checked by the publisher as if it was still going into publication, no matter what the condition is.
21. Generally, each subcontractor that is hired as an Book Publisher usually has numerous books assigned at a time, therefore any book that is awaiting to go into publication that was completed and on invoice (but not checked off), should

be in a 60 day grace period of wait time in order for the publisher to make an assessment to its publication as to why the book will be, was or has been in dormant. Then, after the publisher completes the assessment, the book can possibly be marked as officially completed on the subcontractor's invoice sheet and made available for payment.

HIRED CONTRACTOR PAYMENT SLIDER SCALE

22. Outsource subcontractors can choose their positions according to skill or talent, but a Book Publisher is generally expected to have the qualified skillset to fill in the gaps without a team as *that* subcontracted individual/company.

- a) ASA Publishing Corporation pays for the performance of the hired primary subcontractor on this promissory agreement which are calculated using two slider scales, a "Payment Scale" and a "Pay Reduction Scale". Both reflects on the production of the contracting party.
- b) If a team is assigned/hired by the Book Publisher, he/she/they are expected to make sure that his/her/their team is paid. This payment is the responsibility of the contracted party (primary subcontractor), not ASA Publishing Corporation. The Book Publisher is either the hired company or the main individual.
- c) If the Book Publisher is assigned individually by ASA Publishing Corporation, then the individual subcontractor will be paid directly by ASA Publishing Corporation.

23. **Payment Scale** – It's simple, the pay scale for Book Publisher is listed below. The pages are calculated at its finished format and structure setting and accepted "after" prepublication. Generally, manuscripts start off as an 8.5 x 11 size, then reduce to a 5.5 x 8.5. The best factor in the setting is that the page count grows to your benefit; more pages, more money. However, you must understand that the finished product must be left up to that publisher or senior publisher, in how he or she structures the book for completion.

a) **Here are the various lists of project payments:** pay scale that a Book Publisher can receive on individual selected or collective projects.

- I. **New Client Assigned by Publisher** – 15% from per each book publishing package or any quick snap package signed and paid.
- II. **Editing & Proofreading** - \$0.65¢ per page
- III. **Book Structure & Formatting** - \$0.35¢ per page
- IV. **OCR Converting** - \$0.25¢ per page
- V. **Full Cover Design** - \$35
- VI. **Book Sales** – 5% per book sale of the PCN if the publisher publishes that particular book[s].
- VII. **Standard Monthly Bonus Commission** - \$50 Junior Publisher / \$100 Ranking Publisher / \$200 Senior Publisher (Position awarded according to skillset and job performance over a period of time.)

(1) **Note:** Each project can be assigned out to the right departments, unless the publisher is able to handle certain task[s] his or herself. In any case, the publisher who handles the manuscript is also responsible for its completion and publication.

(2) **Note:** The monthly "bonus" commission is standard whether assignments are given out or performed by the publisher. (If work is assigned out by the publisher, he or she does not receive project pay for that particular item. It goes to whoever worked it in that department.)

BOOK REVISION PAYMENT

24. When there is a "Post Revision" of a book that has been sent into publication and has already reached the database system for global distribution, but now the client or publisher want the book to be pulled back off of the physical and/or digital bookstore shelf, the subcontractor assigned for the repair needs to be compensated in accordance with the following:

(1) Any "Post Revising" after approval from the client when the work went into publication, the client will be subject to a post revision fee.

(a) **The Book Publisher will receive a \$50 repair fee** for the revision required.

(2) **Note:** If the post revision is due fault of ASA Publishing Corporation, then ASA Publishing Corporation will be responsible, and not the client.

- (a) The subcontractor that was assigned to the client will not receive any payment, but to make the necessary changes required.
 - (b) If there is a newly assigned subcontractor to the client other than the person[s] originally assigned, that subcontractor will receive \$0.35¢ per page for the necessary repairs.
- (3) Note:** Any revision that is by the Book Publisher's (*including team of that publisher*) negligence is not considered another book for payment, except if the book is accurate and professionally completed and the client or publisher is requesting for a new revision; newer version of that manuscript/book.

CAUTIONARY PAYMENT

- 25.** Any work product that has to be carried over to another Book Publisher or publisher from the original Book Publisher for work that is either incomplete, needs repair, and/or exceeded past a deadline that was caused by the Book Publisher other than the client, that original Book Publisher who was assigned to that project will not have the benefit of receiving a percentage payment, and will only recover half of the initial work product payment. In other words, no-one should expect to receive full payment for a half-finished product that someone else has to take over and complete.
- 26.** If there are two subcontracting Book Publishers working on the same project together; jointly, then the payment and the percentage benefit will be divided evenly among both. This also includes any payment reduction accrued as stated in Section 30.
- 27.** This cautionary payment usually takes place prior to prepublication and publication. The difference between prepublication and publication is that in prepublication, the work product has not made it into the streamline, only in the assembling of the book and not made public. And in publication, the work product is now authentically made public; print ready, distribution available, and purchasable.
- 28.** The cautionary payment is an adjustable cost after publication has been made and the mistakes of the work that has been performed was discovered. However, *during* and *after* a client reviews the work and/or during prepublication, the Book Publisher can make the changes without being fined by avoiding any unnecessary type of negligence as according to Section 30. Again, please note, the company did not hire a publisher to perform the work of his or her selected or assigned team in the company's departments, but the publisher[s] is obligated to perform a quick review to see if the Book Publisher (subcontractor) has performed his/her/their duties/responsibilities to the client with utmost professionalism.
- 29.** **If the book publisher[s] has to correct the work and its entirety;** other than reformatting or page restructuring, the subcontractor must understand that this is a business just like any other business, and that there could be a shared expected payment to another publisher (*as if the publisher was an acting Editor/Proofreader or Graphic Artist*) as in Section 24, whether prepublication or post publication. Again, the subcontractor was hired to perform a task, and not the publisher to perform the work that a subcontractor was hired to do, unless "in training" (Section 10) or the subcontractor was an intern, in which the intern does not receive pay until after 3-6 months depending on the educational background to be hired in as a subcontractor; one who is learning how to employ themselves as their own editing/proofreading entity in this field.
- 30. Another note to a cautionary payment is about editing and proofreading mistakes.** No publishing house came into the publishing industry to lose income over a repeated unnecessary profit loss because a book has to be pulled back, returned, or rejected for editing problems, especially when there are readers complaining to the author, and then the author/writer becomes disgusted for releasing his/her/their book into the public in a way that generates bad publicity to their work, as well as toward the company that published it. So, in order to eliminate any chances of **(1) false editing** (*work that was not actually checked, but skimmed over*), **(2) fraudulent editing** (*work that was not actually performed by the subcontractor*), and **(3) careless editing** (*just plain poor performance*), there is a "Payment Reduction" for that book, or shall we say, a deduction amount from what we're paying someone to professionally edit and proofread for that book.
- a) Note:** The assigned book publisher will also be responsible and held accountable for the negligence, if he or she approves a book for publication "knowingly" it still needs repair.
- 31.** We "will not" do any pay reduction for editing mistakes that are not in their respective reduction columns, nor pull books back for editorial repairs. "If the editing mistakes are combined within a five page radius of at least 15 mistakes, no matter what the page count is, then it will be considered a legitimate reason for the book to be returned back to the publishing house automatically, and a pay reduction will begin according to page count, not mistake count. This is the

only time that an abnormal pay reduction scale will be used, because the mistakes are massively congested in a central area, and were approved to be published in that condition without being noticed.

32. Pay Reduction Scale

Pages	25-50	51-150	151-300	301-450	451-600
Mistakes	5	10	11-20	21-30	31-40
Payment Reduction	\$10	\$15	\$25	\$50	\$75

33. Remember, a client may provide an approval, but the client is not conditioned to be a professional editor. That is why a Book Publisher should always have the client get a second or third opinion from someone on their end, prior to pre-publication.

INDEMNITY FOR PUBLISHER

34. Any outside agreement that the client and Book Publisher decide to make shall automatically become an "Indemnification" and "Legal Disclaimer" against the work product/manuscript/book that ASA Publishing Corporation are/were to perform - due author/writer has total rights to their own work as stated within each publishing package under "OUR OPEN-DOOR POLICY TO INDEMNIFICATION AND LEGAL DISCLAIMER" which states for "All" authors/writers:

a) **An author/writer have the total control of their own rights, obligations, responsibilities to their own work and final decision** of the editing, proofreading, cover design, picture grafts, and such alike, which provides an "Indemnification" and "Legal Disclaimer," except as stated within this combined rendered service agreement, that ASA PUBLISHING CORPORATION DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS [EXPRESSED OR IMPLIED, ORAL OR WRITTEN], WITH RESPECT TO SERVICES, OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, COMPATIBILITY, OR FITNESS OR SUITABILITY, PLAGIARISM OR FAN ANTIC WRITING, FOR ANY PURPOSE [WHETHER OR NOT ASA PUBLISHING CORPORATION KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE], CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, ASA PUBLISHING CORPORATION EXPRESSLY DISCLAIMS ANY PERSON OTHER THAN AUTHOR/WRITER WITH RESPECT TO THE SERVICES OR ANY PART THEREOF. IN NO EVENT WILL ASA PUBLISHING CORPORATION BE LIABLE TO AUTHOR/WRITER OR ANY OTHER PERSON, COMPANY, ORGANIZATION, CHURCH, FOR LOST PROFITS OR REVENUES OR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES.

35. This (Section 34) means that ASA Publishing Corporation is not held responsible, nor liable for additional work performed on the same manuscript/book outside of "what will be" or "has been" already published; with or without knowledge.

36. Any and all outside agreements made between client and Book Publisher apart from ASA Publishing Corporation shall be held accountable with and by its own agreement; oral or written, and shall not violate any intellectual property rights, nor the publishing rights of any type, nor of any distortion from the original work product that is not agreed upon between author/writer and ASA Publishing Corporation within the initial work being performed.

INDEMNITY FOR BOOK PUBLISHER

37. As subcontractors, the Book Publisher is under the umbrella of ASA Publishing Corporation just as much as the client, except for any outside agreement made by either or both parties other than what is expected and established within our publishing corporation.

38. However, the Book Publisher without limited ability, is to be able to offer sound and professional advice and suggestions to the assigned client about the work being performed on, and the differences that may occur or is questionable within the writing style, language, editing changes needed or the necessary repairs of it without any warrants, liability, demands, legal fees, and claims against the Book Publisher by the client. Again, as long as there are no outside agreements made apart from the publishing house and what the client's publishing package entails within the boundaries of editing and proofreading.

39. The Book Publisher is responsible for the publication of the work and the various marketing aspects of what we provide according to publishing package. The representation that the Book Publisher is allowed to claim is the review, approval, and the publication of the work assigned and completed. And, maintaining and understanding that the client is still the

author/writer of the original and the finished work product; book/manuscript.

TERMINATION

40. Any breach of contract, default, fraudulent acts such as creating a false light to the public (an altered truth), invasion of rights and privacy, defamation/libel and slander campaign with or against any client, including against own publishing house and such alike, shipping goods under the name of ASA Publishing Corporation without authorization, falsifying or claiming the work of the client as your own, or failure to cooperate to the Requirements and the Terms of Conditions are grounds for immediate suspension until further notice or complete termination of this contractual agreement, including, but not limited, to the boundary and scope of discovery within this entire contractual agreement; warranting valid substantial legal issues along with burden of proof, depending upon the nature of the criteria. Any issues that need addressing should be professionally and properly resolved in-house or in a court of law. Public negative campaigns of any type of media from Book Publisher (YOU) while your contractual agreement is still active is considered sabotage and is an immediate termination due to the nature of it that causes business interference among peers and within the publishing house itself.
41. Any and all "Personal Issues" outside of ASA Publishing Corporation should be resolved within the Book Publisher's own personal time and not during business performances such as book events, business appointments, social banquets that the publishing house provides, and such alike. ASA Publishing Corporation will not be responsible for what goes on outside the Book Publisher's own personal time, including making personal agreements with any client, business entities, etc., and shall not place blame or loss against ASA for one's own personal marketing whether ASA has knowledge or not of what the client/Book Publisher transpired. Nor shall ASA Publishing Corporation be held accountable for personal loss and the Book Publisher want ASA to readjust (make agreement alterations). ASA Publishing Corporation will not be forced into burdening their clients, nor affiliates. Especially when some type of service provided of those outsources; business affiliates and the work product of the clients are in motion.

AGREEMENT

42. In conformity within all relations and performances to current and former outsource contractual agreements, make sure that you understand fully that according to Section 42 through 50, you as the ASSOCIATE, are hereby placing this binding contractual agreement with ASA Publishing Corporation, that will and shall supersede any and all previous subcontracting agreements, and shall also take effect immediately.
43. Any and all contractual agreements shall be recognized by its "Effective Revision Date" and/or Amendments; as do all restructuring and/or growing businesses/corporations; national or international, but shall not affect the work product[s] that was/are going to be assigned by and through ASA Publishing Corporation.
44. By binding this contractual agreement along with the initial employment application as a contractor/subcontractor (ASSOCIATE) as an individual or group entity, and/or the resume that was brought forth as the entity rendering services to ASA Publishing Corporation as an Book Publisher (YOU), shall print your name, name of entity, use your appropriate signature, and apply today's date. And this shall be legally noted that the party (YOU) have read, understood, and are in full knowledge and understanding of your position within ASA Publishing Corporation; contracted/subcontracted and as an Book Publisher only, and shall abide by and in accordance with the Intellectual Law, Contract Law, Uniform Commercial Code, the Copyrights Law, and the Law of our venue, the Great State of Michigan, United States of America. Effective date: 05.09.12.
45. **Position subcontracting responsible party:** Book Publisher ____ Junior ____ Ranking ____ Senior
46. Print Full Name _____
47. Signature _____
48. Representing entity (If applicable) _____
49. Address _____ Email _____
50. Primary Contact Number _____ // Today's Date _____

Quality and Professionalism welcome's you to the ASA Publishing Family!

ASA Publishing Corporation
1285 N. Telegraph Rd., PMB #376, Monroe, Michigan 48162
M-F 10-6pm (Ph) 734.212.6563