

ASA PUBLISHING CORPORATION

BOOK PUBLISHING CONTRACTUAL AGREEMENT

- YOUR CHOICE OF EIGHT DIFFERENT PUBLISHING PKGS -

WWW.ASAPUBLISHINGCORPORATION.COM

TERMS AND CONDITIONS

RECITAL

Welcome to the New Age of Innovative Hybrid Book Publishing!

By now, you should have either read our brochure, visited and examined our website, viewed our book publishing package chart, and/or contacted one of our staff members and filled out an intake form. This is a publisher-for-hire service contractual agreement with a choice of eight different book publishing packages that are suited to meet your needs; the Basic, Envision, Premium, Victorian, Luxury, Ultimate, Platinum, and the Diamond Package. Standard features are automatically provided in all of our publishing packages, including monthly and weekly payment plans once we review the manuscript for approval of the work that you are hiring us to publish. You can always print out this contractual agreement for reviewing your selections and then come back and fill it out as required. If you have any questions or need assistance call us at 734.212.6563. M-F 10-6PM EST. Otherwise, we're looking forward to welcoming you aboard the ASA Publishing family!

PUBLISHING ATTRIBUTES

Features and Benefits

- Complimentary books per each published book
- 60% Royalties of the Publishers Compensation Net
- Author Owns 100% Rights to their Manuscript
- Upgrade Available
- Yearly Extensions Available
- Monthly and Weekly Payment Plans Available
- Global Distribution

Standard Features Included in All Publishing Packs

- Reading Critique
- ISBN
- Formatting
- Marketing Assistance
- Full Custom Cover Design
- Press Release
- Editing and Proofreading
- Wholesale purchasing
- POD - Print On Demand
- Complimentary books
- Online Bookstore Availability
- Reading Critique

Upgrades According to Publishing Packs

- Standard Press Release
- Marketing Kit Per Book
- Marketing Assistant
- LCCN - An Access Control Number for Libraries
- Major and Minor Book Events
- Brick & Mortar Availability
- Book Advancement
- Optional B&W & Color Interior

Courtesy Media for All Publishing Packages

- Free 20 Minute Television Interview (APN TV Media)
- Social Media Launch

Book Binding Options

- Paperback
- Hardcover
- eBook
- Saddle Stitch

1. BOOK PUBLISHING PACKAGE CHART

By agreeing to this section of ASA Publishing Corporation's book publishing contractual agreement you are only stating that you have viewed our book publishing package chart and will abide by what's on the chart to your book publishing package of choice, prior and post to any and all terms and conditions, documents and instructions as pertaining to what you as an author/client can and cannot do, and in accordance with what package "on the chart" you hired us for. Other than that, we're looking forward to having you aboard or continuing services with us.

2. AUTHOR REQUIREMENTS

We believe that no matter what type of publishing that one performs, there should be a higher standard of prestigious professionalism that an author and reader can appreciate; integrity and values. We do screen our books and will not accept any book[s] that the author places on our desk that we feel is inappropriate and/or not worth investing in.

- a. The Author/Writer/Consenter must provide legal identification on rendered service contract for royalty rights, taxes, and to avoid any fraudulent acts such as plagiarism, copyrights infringement, etc.
- b. Age youth to 18, must have parent/guardian consent with identification as well.
- c. Age 18 and up can publish without a consenter/helper unless there is a disability factor involved, like:
 - i. Not being able to make self-conscious decisions other than financial decisions that are generally left to the guardian and/or caregiver.
 - ii. Whether home or group home allowing the caregiver to determine a future client's comprehension.
- d. **Manuscripts "Must" be in digital format only, no exceptions unless there is a valid reason**, thus an approval would then come from the President of ASA Publishing Corporation. Otherwise, there is a fee for OCR converting or transcribing

the work.

e. The manuscript must be complete for ASA Publishing Corporation to publish.

f. Never send the original manuscript. Please make a copy in some type of Word Document format and send it in a Travel Drive, CD, or Email. These will be non-returnable.

- g. Accepted Category - Fiction, Non-Fiction.
- h. Accepted Genre - Fantasy, Horror, Military, Games, Poetry, Crime-Suspense/Mystery, Theatrical/Plays, Animal Books, Romance, Educational, Commercial, Economics, Religion, Helpful/Self-Help, Documentary, Political, Urban, General Novels, Sports, Mechanics, Technology, Drama, Biography, Children Books, Coloring Books, Comic Books Sci-Fi, Autobiography, Action/Adventure, Wellness, Inspirational, Motivational, Improvement, Health, Street Fiction, Family, Cook Books, Planners, Food, Beverages, Recipes.
- i. Language - Primary is English.
- j. Other Languages - Accepted upon obtaining proper translation channels.
- k. Rating Accepted - General to "R" rated, envelope-pushing, but not to an "X" rated level (At publisher's discretion).
- l. Manuscript/Books Borderline or Not Accepted - No Demonic/Witchcraft teaching material. However, DND-type games and others that have an ideal nature such as "Warcraft" are acceptable.
 - i. Lesbian, Homosexuality, and Pedophile material are accepted as novels, but will not be accepted if it portrays as just another dirty magazine with no storyline that is not readable to the common consumers. If complaints are progressing, the material will be removed from publication without refund, this includes any other material published or post published that could possibly deem as inappropriate to the readers and viewers.
 - ii. We will not approve hostile religious material unless it is an action novel. Ideal example- The movie "Kingdom of Heaven."
 - iii. We will not accept any political, civil or criminal investigative, or discriminatory book if it shows and/or promote signs of harmful hostility, racism, or opposes an unwarranted precedence of a false light or defamation of character without the validity of proof.
 - iv. The Publisher reserves the right to make such determinations on what comes out of ASA Publishing Corporation.



3. PUBLISHING A BOOK

Now, the first thing we're going to do is make sure is getting you situated with your publishing package of choice or how to go about publishing your next book. The choices and questionnaires below are simple and will help guide you along the way. If you are a new author, it's very helpful by keeping our book publishing chart in your hand as you read and select from this point. ASA Publishing Corporation wants to congratulate you on publishing your first or next book! Best of Blessings!

☐ \$795 Basic Package

1 year service contract / global distribution / publish up to 2 books / editing and proofreading included / reading critique / 1 complimentary book per each B&W book published / B&W interior print only / full cover custom design / paperback and other binding options available / marketing assistance / press release / brick & mortar availability / ISBN for booksellers / Free 20-40 minute cable and online or social network television interview on APN TV Media. Standard book page count 24-200

- ☐ **\$995 Envision Package**
1 year service contract / global distribution / publish up to 2 books / editing and proofreading / reading critique / 2 complimentary books per B&W book published / B&W or color interior print options / full cover custom design / paperback and other binding options available / marketing assistance / press release / brick & mortar availability / ISBN for booksellers / Free 20-40 minute cable and online or social network television interview on APN TV Media. Standard book page count 24-300
- ☐ **\$1,195 Premium Package**
2 year service contract / global distribution / publish up to 3 books / editing and proofreading / reading critique / 5 complimentary books per B&W book published / 2 complimentary books per each color book published / B&W or color interior print options / full cover custom design / paperback and other binding options available / marketing assistance / press release / brick & mortar availability / ISBN for booksellers / Free 20-40 minute cable and online or social network television interview on APN TV Media. Standard book page count 24-300
- ☐ **\$1,995 Victorian Package**
3 year service contract / global distribution / publish up to 6 books / editing and proofreading / reading critique / 10 complimentary books per B&W book published / 3 complimentary books per each color book published / B&W or color interior print options / full cover custom design / paperback and other binding options available / marketing kit / marketing assistance / press release / major and minor book events / 10 book advancement / brick & mortar availability / ISBN for booksellers & LCCN for libraries per book published / Free 20-40 minute cable and online or social network television interview on APN TV Media. Standard book page count 24-400
- ☐ **\$3,395 Luxury Package**
4 year service contract, global distribution / publish up to 9 books / editing and proofreading / reading critique / 15 complimentary books per B&W book published / 5 complimentary books per each color book published / B&W or color interior print options / full cover custom design / paperback and other binding options available / marketing kit / marketing assistance / press release / major and minor book events / 15 book advancement / brick & mortar availability / ISBN for booksellers & LCCN for libraries per book published / Free 20-40 minute cable and online or social network television interview on APN TV Media. Standard book page count 24-400
- ☐ **\$6,995 Ultimate Package**
5 year service contract / global distribution / publish up to 12 books / editing and proofreading included / reading critique / 20 complimentary books per B&W book published / 10 complimentary books per each color book published / B&W or color interior print options / full cover custom design / paperback and other binding options available / marketing kit / marketing assistance / press release / major and minor book events / 20 book advancement / brick & mortar availability / ISBN for booksellers & LCCN for libraries per book published / Free 20-40 minute cable and online or social network television interview on APN TV Media. Standard book page count 24-500

☐ **\$9,995 Platinum**

Lifetime global distribution service contract / publish up to 15 books / editing and proofreading included / reading critique / 30 complimentary books per B&W book published / 20 complimentary books per each color book published / B&W or color interior print options / full cover custom design / paperback and other binding options available / marketing kit / marketing assistance / press release / major and minor book events / 25 book advancement / brick & mortar availability / ISBN for booksellers & LCCN for libraries per book published / Free 20-40 minute cable and online or social network television interview on APN TV Media. Standard book page count 24-500

☐ **\$12,995 Diamond Package**

Lifetime global distribution service contract / publish unlimited books / editing and proofreading included / reading critique / 50 complimentary books per B&W book published / 35 complimentary books per each color book published / B&W or color interior print options / full cover custom design / paperback and other binding options available / marketing kit / marketing assistance / press release / major and minor book events / 30 book advancement / brick & mortar availability / ISBN for booksellers & LCCN for libraries per book published / Free 20-40 minute cable and online or social network television interview on APN TV Media. Standard book page count 24-600

4. BOOK STRUCTURE

Generating your book structure is easy, it's like playing with a Lego set. All you have to do is find a book that you like and make a comparison assessment on how you want to construct this one to your liking. eBook is like looking at a continual one-piece digital sheet, with page breaks in it which uses eReading tools like Kindle, Nook, etc. If you do select eBook, everything else becomes N/A, meaning non-applicable because eReaders provide color and size viewing necessities. You do have the option to choose another available book binding besides paperback, but each additional book binding will have its own individual extra cost.

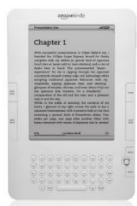
Please check (✓) or write in the appropriate slots:

- i. Is this your 1st, 2nd, or 3rd book being published? Please select what number of book sequence[s] that you are going to publish today.

1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	Other

- ii. Select the type of format your new book is going to be. Each is counted as one book for publication with a different interior or exterior formatting structure.

- Paperback** is automatically included in your publishing package at no extra cost.
- Hardcover** is a case laminated stylish cover with sturdy cardboard material underneath.
- Saddle Stitch** is for comic, coloring, and children's books only, unless a manuscript is under 50 pages.
- eBook** is a digital reading format. You will have the ASA Advantage of eBook sharing whereas, not only do we create and publish it for you, but we will provide you with a copy for your own personal selling purposes.



Paperback \$0.00		eBook \$65		Hardcover \$125		Saddle Stitch \$25	
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- iii. If you have chosen paperback or saddle stitch, what type of texture do you want your cover to look and feel?

Glossy		Matte		eBook N/A		Hardcover N/A	
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- iv. Select the type of full book cover color you want.

Black & White		Color		eBook N/A	
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- v. Select the type of book interior page texture you want.

White		Creme		eBook N/A	
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- vi. If you have images or some text color writing going into your book, what color do you want to set your book in? Remember, if you place your book in color, it will be much more expensive than black & white. Note: In B&W the images and text color writing will be in various shades of gray according to design.

Black & White		Color		N/A eBook	
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- vii. What size would you like for your book to be printed in?

4 x 6		6 x 9		N/A eBook	
5 x 8		8.5 x 8.5		Other	
5.5 x 8.5		8.5 x 11			

- viii. What is the "Title" of your new book?

- ix. What is the "Subtitle" of your new book? (If applicable)

- x. What is your pen name? (It can be the same as your actual name.)

- xi. Please provide a small summary description; a paragraph or two "About the Book" for booksellers and for the back of your book.

- xii. Please tell us a little bit "About the Author" for media, press release, and/or to place inside of the last page of the book.

- xiii. Please give us an idea on how you would like to have your front book cover designed.

5. STAIRSTEP PROGRAM

Take the ASA Advantage! You don't have to starve yourself or your family trying to publish a manuscript, you just need a more simplified and practical way to have expert efficiency, quality, and a finished product at minimum cost. Our publishing packages are designed as a stairstep program to help you be able to reach your goal and the ability to work out your success within that goal. We have eight main publishing packages; Basic, Envision, Premium, Victorian, Luxury, Ultimate, Platinum, and Diamond. Each book publishing package allows you to publish more than just one book; you even have the option to publish your book in multiple formats. But please remember, each format is counted as one book. The beauty of this type of publishing program is that whatever you put in that publishing package of choice and you decide to go to the next level of publishing package, that full 100% amount

will go into your next publishing package of choice (See Upgrade). This is a positive way of investing in yourself, as well as being considered a career author's dream!

6. BUDGET VS STRESS

If you're a new author and your income is not working right for you, we prefer that you start with a lower publishing package, and then you can upgrade at any time without the feeling of financial stress while trying to publish a book. Book publishing is supposed to be enjoyable, even though creating a published product is often times hard work and with time consumption. We're here to relieve that stress from "What if I could publish a book" to "I am now a published author" and still be able to handle your everyday life without additional financial worries. But, if you decide to choose a higher-level publishing package right from the start, then at least it was made known to you that we offered our suggestion, and that you are in 'full understanding' of your duties and responsibilities of any book publishing package that you choose. If you are already an author/client with ASA Publishing Corporation and are going to your next level book publishing package of choice, still a reminder to only venture into what you can handle.

7. TIMEFRAME

Please take into consideration that each publishing package has its own timeframe to publish a book, which is anywhere from 45-90 days depending on the size, structure, and page count.

- Anything that is unforeseen within the manuscript itself when it is first presented, the timeframe could vary up to 180 days + plus before it reached prepublication.
- The timeframe of these book publishing package contracts ranges from 1-5 years up to the Platinum and the Diamond Package.
- The Platinum Publishing Package guarantees continual global distribution.
- The term "Lifetime" means that there will be continual global distribution. There will be no need for any yearly extension plan.
- The term "Unlimited" in the Diamond Publishing Package is only referred to not being any limit placed on how many books a client could publish.
- Therefore, when you present a manuscript for publication, it must be complete.

8. UPGRADE

If you are upgrading to a higher-level publishing package, your already published book[s] will be counted as that numbered amount of books (having continuance into the database circulation), but shall not be entitled to additional complimentary books just for upgrading. Upgrade means that you are going to a higher level of publishing package. There is no upgrading to a lower package. Again, 100% of the full amount that you paid into the current publishing package will go towards that next level of package, it will be used as part of your down payment.

IMPORTANT: Once you sign and make a payment for any higher-level book publishing package and decide to change your mind for whatever reason, other than any fault of ASA Publishing Corporation, you:

- (1) Forfeit that payment and the original publishing package that you came from will restart where you left off, even if it was nearing a term expiration date. If that expiration date has expired, you will still have the option to go into our yearly extension plan. This is a separate agreement that stands on its own.
- (2) Any benefits you received while in the upgrade publishing package that you picked, you will be responsible to pay for its

original cost as if you went into our Author Store and made a purchase for that item.

- (3) If you decide to go back into that same next level or any other higher publishing package, the monies that you forfeited will not be counted as a down payment due to the time and energy wasted.
- (4) However, you can still use that same 100% amount invested of the original publishing package as the down payment only.

9. EXTENSION PLAN

When the end term of this agreement comes, and you are not looking to upgrade anytime soon or still have another book project that you want to complete and publish, we do carry a One Year Extension Plan that can benefit your needs with two options:

- a. Option 1 – Allows you to continue services, where you can finish another book project[s] and still have your already published book[s] in circulation to booksellers worldwide.
- b. Option 2 – Allows you to continue with global distribution only, which means that only your published book[s] will still be in circulation to booksellers worldwide.
- c. Note: You can always apply for an extension every year at leisure, and then upgrade to a higher package if you so decide.
- d. Reboot Fee – If you go into a thirty-day lapse and then decide to apply for the One Year Extension Plan, you will be charged a reboot fee per book to place your book[s] back into circulation with booksellers.

10. PUBLISHING CONTENT MIXTURE

You have the ability to choose whether you would like to publish your book in a paperback, an eBook, a hardcover, or in a saddle stitch; each representing a different binding and/or format.

- a. Please remember that a Paperback is one format, a Saddle Stitch is another format, as well as an eBook being its own format, and so-on. Meaning, that they could either be the same or different books, but each one is still considered as a different format. In short, requesting for any combination of book formats will be counted as two or more separate books being published even though it is the same manuscript/book, but with different book identification numbers and/or ISBN's.
- b. Therefore, it is your option if you are wanting to publish one book in another or multiple formats. If you should choose those particular formats within this contract, it will be acting as multiple books being published within the same contractual agreement. If you are publishing completely separate books, then each will have its own book structure agreement. The only cost is the type of bookbinding and/or format that you are requesting.

11. EBOOK SHARE PROGRAM

This is an ASA Advantage for our authors. This eBook share program allows us to not only publish an eBook for our clients but to provide them with their own copy for personal and marketing usage. It is a way for both parties to utilize profit sharing. We publish it through our distribution network channels and the author can market it through their own networking system at leisure.

- a. If an author sells or markets a free-give-away, or anything of that nature with their own eBook copy, there are no royalties given from ASA Publishing Corporation. The author is entitled to keep the full 100% of the profits. ASA Publishing Corporation is not responsible to track personal sales, that is left up to the author. The author can use their eBook format copy to market and sell on their own website or through email, etc.
- b. The only responsibility that ASA Publishing Corporation has with the eBook is creating and publishing the product, and placing it into global distribution for retail sale. The author still owns 100% rights and receives 60% PCN Royalties.
- c. Note: Any other responsibility as far as marketing the eBook is in accordance with the author's selected publishing package of choice.

12. PRINTING

We have multiple printing and distribution networks that can just about handle almost any quantity of books an author can request. All authors have the opportunity and the option to purchase their own books from us at their leisure. The location to make any bulk book purchasing is on our website under “Author Store”. Even though our cost is challenging less than most book publishers, an author must understand that our cost is configured in as a publishing house, not as a book printer. A book printer is not responsible for editing or proofreading, but for correctly having it printed as we sent it. If something within the printing itself of the book went wrong, we have the responsibility to notify and to make sure that the printing entity corrects and replaces the defected book[s].

- a. In addition to this, to prevent plagiarism, fraud, or illegal sales, we at ASA Publishing Corporation do not authorize our clients/authors, nor anyone that doesn’t represent our company to print outside of our channels as a fail-safe mechanism to such acts. This protects our authors and their books from illegal duplications, or stores trying to return books that have never went through our normal channels, especially for recordkeeping, sales of the product, or even royalties that comes from the sales of the product. This is a restricted policy in any publishing house, in which we follow those same rules and guidelines for book publishers as well; this includes any actions of this sort that places an automatic termination of an author. Authors contracted in ASA Publishing Corporation are considered clients, not representatives of ASA. This would be an immediate termination.
- b. Therefore, we do not authorize our authors to jeopardize their publishing future, nor our printing and distribution networks with such illegal acts of printing or duplicating their own books, unless their book publishing package contractual agreements have fully ended or has been terminated. Then, after such timeframe has ended, since our authors own 100% of the rights to their work, they can request an 8.5 x 11 manuscript copy of their edited work (images/graphics will be omitted, unless provided by author) of their former published book to any other publishing establishment they so choose, including if they decide to self-print.
 - i. Images, pictorials, and graphics will be omitted from the manuscript copy.
 - ii. Front book cover usage is authorized to go with the manuscript and is reusable if provided by ASA after term ended or termination.
 - iii. Note: If any and all images, pictorials and royalty-free graphics are our standard creation ad purchase, we can recreate and perform graphic manipulation on it/them or their similarity for other future books. If you requested one of our illustration designers (artist) to perform specific drawings other than standard royalty-free graphics, then you are entitled to keep what you paid for. (See Section 18(g) under Graphics and Illustrations.)
- c. If you order books and decide to make changes while they are in printing mode, then there will be a \$225 dollar return and an adjustment replacement fee and/or shipping & handling cost, depending on how many have already been printed versus what’s not printed. ASA Publishing Corporation is not responsible to pay additional fees for any order delays, denials, or returns that could have been avoided.

13. TIME INVESTMENT

ASA Publishing Corporation is not responsible to finance an author’s career, but to make substantial investments in their gifted talents by handling the book’s productivity. Just like any other publishing house, everything has a mechanism to it that systematically and financially holds the business together.

- a. Any author/consumer is entitled to shop around to get the best prices or deals, this is normal, but we feel that the professionalism and quality of work that we provide along with the best and lowest prices for hiring a publishing house stands alone without waiver. Therefore, there is no need for ASA Publishing Corporation to negotiate any company price

that was established and set.

- b. We will no longer and not bargain against our own pricing, nor against anyone else's price - no matter what someone else offers. We do not render charity services.
- c. When we start negotiating prices the chain of that mechanism breaks. What we mean by mechanism, is the mechanics and business structure of how a publishing house operates even in minimum capacity; costs.
 - i. This is what we have to take into consideration - Costs: labor cost, employment cost, booking cost, registration cost, promotional cost, media cost, advertising cost, product cost, material cost, manufacturing cost, distribution cost, leasing cost, utility cost, shipping cost, travel cost, internet cost, repair cost, return cost, outsourcing cost, finders cost, marketing costs, media costs, airtime costs, equipment costs, and taxes.
 - ii. These are some of the things that we have to look at when being asked to lower our prices that were already set at a much more affordable setting. We're not here to compete with other businesses, or ambulance chase for clients. Although we very much understand that no-one can promise success, but our main goal is to help an author reach their publishing potential when they hire us as their publisher.
 - iii. Please make note that there are payment plans available for Basic, Envision, and Premium publishing packages as well as higher-level packages. Our ASA Advantage has made it affordable for everyone to hire us, once we review their work. If you would like to have a marketing kit to go with either of these packages, please visit our website www.asapublishingcorporation.com and go to the Marketing Department.

14. ROYALTIES

Royalties are on a quarterly basis and is 60% PCN, which is called the Publisher's Compensation Net.

- a. PCN - Publishers Compensation Net is a quarterly/monthly payment to the publisher after the booksellers, distributors and printers have taken their percentage first for their services; whether profit or loss, then the publisher receives the balance.
- b. Royalty Percentage (60%) is the percentage rate that the author is given from the publisher but must be multiplied by the subtotal on positive sales only. Negative sales are usually carried over and/or protected by the following or continuing quarter in order to project a positive sales balance for payment. If there are negative sales, the author is not bound or billed for it unless there is a term ending or termination of membership in effect according to contract.
- c. However, if there is a negative amount on one quarter and a positive amount in another, all payouts must be adjusted.
- d. ASA Publishing Corporation is a hybrid book publisher for hire, not a book printer as a subsidiary and vanity or self-publishing house which provides flexible royalty percentages:
 - i. There is no service charge to publish additional books, including if you decide to upgrade to any other packages of your choice.
 - ii. Professional editing and proofreading are automatically included when publishing.
 - iii. A manuscript is screened prior to acceptance.
 - iv. An author can purchase their own book at a very low purchasing cost if he/she or they so choose to for personal endeavors, but this is only optional.
 - v. We are not retaining any rights to an author's manuscript like a traditional with 4-15% per book quantity sold and up, according to the Writer's Market.
 - vi. The author is under no obligation to ASA Publishing Corporation apart from this service contractual agreement.
 - vii. ASA Publishing Corporation's obligation to the author/client's book is only the handling and book publication of the material.

- (1) We are excluded from all television rights, film rights, radio rights, dramatic rights, geography rights of

territory, merchandising rights, copyright permissions and releases, copyright ownership (which is the author), language rights, book club rights, etc.,

- (2) unless requested by the author/client as an acting liaison which is a 5% entitlement rights of our publishing house as a hybrid,
- (3) not including our normal 40% PCN operational sales; mass market sales of book within the author's contractual agreement timeframe; with or without yearly extension plan.

15. HOW DOES THE PROCESS WORK (The Cookie Jar Effect Explained)

- a. A Unit is one book.
- b. The customer buys a book from the bookseller; online or brick & mortar. Then once a sale is made, the bookstore takes their percentage for having that unit made available to for purchasing. Once that unit's sale is cleared from the booksellers, the print/distributors expects to receive their percentage for the manufacturing and/or distribution of that unit; whether physical or eBook, POD (Print On Demand) or warehousing, they have to be paid for their services. After the confirmed delivery of that unit has been in the hands of the consumer, then, and only then will the portion of that percentage be given to the publisher. In other words, the last hands to reach in the cookie jar is the publisher. Now, the percentage is left over for that publishing house, and that publisher must divide the remaining percentage among its client[s] and within own establishment.
- c. Our client gets 60% for published work sold.
- d. Our Publishing house receives 40% to maintain the function of itself.
- e. If a book is returned, the publisher still has to pay for the services, plus an additional return fee. Often times, the unit ends up on the publisher's desk or destroyed due to the book has been already created and not sold.
- f. When there is a book in the used section, the book has already been sold previously, therefore the client does not receive the same royalty twice.
 - i. Therefore, the author does not receive royalties from the retail price, nor from used books.
 - ii. Any retail price that ASA Publishing Corporation and the author agree upon must have a 40-55% deduction from the bookstores first, next the printing/distribution percentage deduction which varies, and then receiving a 60% royalty that is deducted and paid to the author from the Publishers Compensation Net.
 - iii. Reason: (Examples) Bookstores like Barnes & Noble (40-50%), Amazon (40-55%), Local Bookstores (40%-60%) places this percentage deduction on all books sold through them or purchased by them. After the deduction, the retail price is 40-60% less, and then calculated through our printing/distribution resource[s] before it even reaches our publishing house.
 - iv. **IMPORTANT:** If an author decides to purchase their own book[s] for personal reasons, the author “should not” expect to receive any type of royalties from personal purchases individual or wholesale.
 - v. **A royalty statement will not go out every quarterly if there are no positive sales.** If positive sales, then a check or money order will be issued to the author with statement. Royalty statements will go out within that 30 day period of the following month of the ending quarter. An author has the right and the privilege to request a quarterly royalty statement at any time, including information on their past or current sales; profit or loss.
 - vi. ASA Publishing Corporation reserves the right to make any necessary modifications (changes) to book retail pricing only if it warrants “insufficient royalty payments” due to market conditions or sales losses. There will be no changes in royalty percentage.

vii. **ROYALTY QUARTERLY TIMEFRAME**

The quarterly dates are as follows:

- (1) January, February, March- 60% royalty received in May
- (2) April, May, June- 60% royalty received in August
- (3) July, August, September- 60% royalty received in November
- (4) October, November, December- 60% royalty received in February

16. INSUFFICIENT ROYALTY PAYMENTS

- a. “Insufficient Royalty Payments” can also come from unsold books coming back from bookstores and circulatory events called “Returnables”. This is not an insurance policy where books are insured, and the author gets paid “with” or “without” their books selling. a. BACKGROUND ON RETURNS explained:

- i. Typically, publishers grant booksellers the right to return unwanted and/or overstocked copies of books. These books are considered “returnable”.
- ii. As books are returned, booksellers charge publishers for the cost (i.e. their purchase price) of any books returned and expect to be reimbursed. The cost of returned books is either deducted or netted against the proceeds of book sales of the publishers’ titles in the month returns are shipped to the publisher. Some booksellers will only purchase books on a returnable basis; therefore, there is a probability that sales may be reduced if a title is designated as non-returnable. Publishers must weigh the risk of returns against the potential for increased sales and be prepared to reimburse booksellers for the cost of returns as they occur. Publishers who make their titles returnable typically place a designated percentage of their proceeds from sales into a fund (or reserve account) that is used exclusively to pay for the cost of future returns. INGRAM DISTRIBUTORS - (Reference: “In our Lightning Source Print On Demand Publisher Operating Manual Version 4.14, page 25, one of our print/distributors states in “Background on Returns”)
- iii. Note: This is a general standard among “All” print-on-demand printing/distribution channels, including warehousing outlets on book returns (Returnables). With “Returnables” on “Print On Demand” books, our publishing house is responsible to pay any and all books that doesn’t sell. This does not reflect on the author/member with “out-of-pocket” expenses unless the author decides to breach, default, and/or prematurely terminate their contract without any negligence of the publishing house itself.
 - (1) The author must understand that this is a publishing business to publish, provide assistance in marketing, and to give a new or veteran author a chance at the spotlight with a book event[s], and make money on positive book sales.
 - (2) Our open-door policy gives the author the freedom to keep their own rights to their manuscript, venture out to other publishing houses if they so choose, and still have the benefit of returning, all of this within the timeframe of their service contract. Our task is to see that those books continue circulating into positive sales during that timeframe.
 - (3) If the author decides to leave after the service contract has properly ended and does not wish to continue, the author is still liable for any accrued past, present, or future book return losses until the total profit and loss sales are summed up from the booksellers, distributors, and printers.
 - (4) **Key Point - This is because the author owns 100% rights to their work (book) and did not sell any percentage of those rights to the publisher. The publisher, ASA Publishing Corporation is only**

hired as the handler of the book, not the financial investor of it.

- a. Now, if there is a positive residual sale after profit and loss totaling and there is a profit, the former client (author) is entitled to the 60% PCN Royalties from the overall positive balance.
 - b. This also means that "All" profit and loss book sales will be accounted for.
- iv. When there is a book event and there are books physically sitting on the table and/or sitting on the bookshelves, this doesn't mean that books are actually sold. It is like a financial loan to the publishing house, in faith that those books will sell. The author generally sees it as books sold within their Publishers Compensation Report for royalties, but in reality, it's like liquid asset and liquid risk. Explained in reference www.investopedia.com.
 - (1) **Liquid asset** - meaning; An asset that can be converted into cash quickly and with minimal impact to the price received. Liquid assets are generally regarded in the same light as cash because their prices are relatively stable when they are sold on the open market. For an asset to be liquid it needs an established market with enough participants to absorb the selling without materially impacting the price of the asset.
 - (2) **Liquid risk** - meaning; The risk stemming from the lack of marketability of an investment that cannot be bought or sold quickly enough to prevent or minimize a loss.
 - (3) The author often receives the royalties on those books when there are 10-25 books at an event, instead of receiving immediate royalties on 100-500 books sales near the last end of the quarter. This is normal because those books are being monitored for any return factors, considered as "liquid risk."
 - a. In which, there is a return sheet informing the publisher, in the publisher's queue, not in the author's queue, that there are books with a "returning value" (a charging cost) that will be in next month's billing cycle and shall be shipped directly to the publishing house instead of being destroyed, along with any extra additional return charges.
 - b. When the physical books are returned to the publishing house, this means that the books were never sold, and it is like if the publishing house purchased the books at full price. Again, no out-of-pocket expenses to the author, unless there is a termination or the author's term has ended.
 - c. The client's protection of our umbrella is to make sure that we can resell returned books without back-cost to the author, and recouping some of our losses from the accrued charges "during" the term of their contractual agreement.
 - d. Within this, the most credible task is for the author to receive noticeability for his or her gifted writing talents, by introducing the author and/or book to the world in a global distribution level. Yet, at the same time, providing that relationship bridge between author and bookstore.
- b. Note: Always feel free to ask us "What is in the 'Publishers Return Queue' for my book?" In that way, an author member (You) can feel confident and secure that you know what your book[s] is doing for you financially, and/or the reason for a delay within quarterly royalties. This helps both; the author and the publishing house develop a more positive financial relationship.

17. OUR LEGAL RESPONSIBILITY

ASA Publishing Corporation's legal responsibility is to be an umbrella to the Creator (author) and your manuscript only.

- a. **Professional Editing** - Editors assigned will check for typographical errors; transposed letters, dropped endings, faulty word division, misplaced or forgotten apostrophes, and providing the author with changes or corrections that are needed

only.

- b. **Proofreading** – Editors/proofreaders assigned will check for weak points, inconsistencies, punctuations, sentence structure, format, and providing the author with changes or corrections that are needed only.
- c. **Revisions** - Providing necessary changes during prepublication. (Allowing the author to fully review the entire book and providing an approval; a written statement certifying that no additional changes are needed.) **It is suggested that an author (YOU) should have a second opinion prior to approval, then should the author (YOU) present that approval without post revising.**
- d. **IMPORTANT:** If there are multiple changes that the author (YOU) are making, such as (1) replacing and/or removal of 25-50 words or more, (2) 3-5 paragraph removal/replacement or changes, or (3) any additional page insertions or extractions “after” the author (YOU) required our rendered services, or “after” editing has been performed before and during prepublication, we will return your original copy to you to re-examine your own material because the manuscript is obviously not a finished product but an altered identity of what was thought to be a complete manuscript.
 - i. This rendered service fee for hiring us to perform a task will be non-refundable due to man hours; time and expense on a work product that was never actually completed. However, we will wait until you have thoroughly gone through your own work, and if you are well confident that your manuscript is fully completed and ready to go back to your editor, we will restart the process again but we will not restart the contractual agreement timeframe again, it will still run its full term agreed upon.
 - ii. **Any “Post Revising” after approval from the author when the work went into publication for at least seven days (one week), the author will be subject to a \$150 dollar post revision fee; it doesn’t matter what format the book was created.**
 - iii. If the post revision is due fault of ASA Publishing Corporation, then ASA Publishing Corporation will be responsible, and not the author.
 - iv. **Publication - Duty to publish within a certain amount of timeframe per book.** Each book should obtain a 90-180 day window for each author and manuscript. Each book will be assigned a deadline according to workload. 45 days are generally for books under 150 pages after formatting is calculated and completed to begin processing.
 - (1) Physical and digital books will be published through our distribution network and the client (author) will be able to link locations for sale on their website. The author has the option to purchase physical books after publication through our publishing house in order to make direct sales from their website or outside personal vending, including eBooks.
 - (2) At the end of the client’s contractual agreement timeframe, if the client chooses not to renew services, can request for a copy of the finished product in word document, including a copy of the front cover only of the book to pursue whatever endeavors that client may decide to do with their own work afterwards; the client (author) is the original rights owner of their material.

18. GRAPHICS AND ILLUSTRATIONS

The author is entitled to either provide the material or give a general idea on how the internal and external of their book should be. Then, the publisher will contact the graphic and illustrations department, in-house or outsourced, to match the criteria of what is needed or install the material that has been given by the author. The author must review and provide a written statement of approval before continuing the publishing process.

- a. **When Creating a Book Cover** - A maximum of five graphic/illustration changes are allowed prior to approval for

publication. Any additional changes after maximum in prepublication will have a \$75 dollar charge per each book cover change, alteration, replacement, etc. Any post-publication changes after one week (7 days) after publication, there will be a post-revision fee of \$150 dollars.

- b. For Graphic Pictures (pressed images), there will be a maximum of 15 pictured pages provided. This includes using graphic pictures as 15 storyboard pages for a children's book and coloring books. If more is needed, there will be an additional \$5 dollars per pressed images.
- c. Note: Comic books are generally created by the author who is the artist of their own work.
- d. All other publishing packages other than the Basic Package consists of: Comic Books, Coloring Books, and Children's Books.
- e. What are Pressed Images? Royalty-free images that are already digitally created and made available for everyone's usage.
- f. The author also has the option of providing their own press images and/or illustrations, pages or spreads. No limit on images/illustrations, only our suggested publishing page count range.
- g. **When requesting an Illustrator** - Any physical drawings/illustrations other than graphic pressed images will have a separate "Author and Designer" agreement. The designer is an artist that is contracted (in-house or outsourced) as an illustrator to only create a physical/tangible form of that idea within the scope of literary publication only (book form). The illustrator is to create a storyboard, somewhat like a comic book or sketches like you see on Disney, and not drawing individual components for personal exploration[s] such as marketing individual characters other than the work product (manuscript/book). This non-refundable retainer cost for illustrated drawings is \$200. Within this cost, there will only be up to seven illustrated page drawings, one spreadsheet, and a fully illustrated book cover, if needed.
 - i. ASA Publishing Corporation is not responsible for any individual illustrated or graphic drawings outside of what is to be displayed on the exterior or inside the book, other than creating the images/graphics needed for the expression of a sentence, paragraph, or page within the manuscript only, as well as the nature of the book in a book cover design. The author has final approval of any illustrated or graphic work performed prior to publication.
 - ii. Up to five royalty-free/press image illustration pages and a full cover are included in each regular publishing package other than the Children's Books and Coloring Books when requesting an illustrator. An author may choose more illustrations, but each additional illustration page or spread will be of the following cost:
 - 1)\$45 per B/W page
 - 2)\$65 per Color page
 - 3)\$80 per Spread (Covering two pages)
 - iii. What is a Storyboard? A storyboard is an illustrated layout of your book. Each author will be presented with preliminary drawings for their storyboard, until final approval.
- h. ISBN with Barcode - We are responsible for the "release only" of every book that is published through us, not the content or context of the material that an author/writer creates. No complimentary-proof book will be issued without one. The ISBN will be on the copyrights page, and the ISBN with Barcode will be on the back cover. The ISBN represents that ASA Publishing Corporation is the publisher of that book. Since we are not a books-in-print, nor a self-publisher, we have to screen and evaluate every book for approval prior to placing our ISBN when or if your manuscript/book is outside the scope of our requirements for publication. All books published through ASA Publishing Corporation should have a Publisher Trademark Title/Copyrights page.

- i. **Book Dimensions (size)** - It is our responsibility to work with the author on the size of the book that is requested. If we currently do not have the capability to perform such dimensions, then a compromising size should be in effect, otherwise the author is under no obligation to force a book to be created in such a way, which is neither feasible nor adequate to produce.
 - i. **Book Cover** - We provide professional front, back, and spine in “Color” or “Black & White” unless the author has graphics that the author wants implemented.
 - ii. **Book Formats** - We provide Standard Trade Paperback (Gloss or Matte), Hardcover, Saddle Stitch, and eBook. Each is available according to the selected book publishing package of choice.
 - iii. **Book Texture (Interior)** - We have White or Crème color interior paper available. A good suggestion is to know the type of book is being produced. Example: A novel (crème paper) vs. an educational book (white paper). The style of a book and its contents does matter.
 - iv. **Adequate Distribution** - We provide global distribution for our authors through several distribution channels, including Amazon Distribution, Ingram Distribution and Baker & Taylor. It is our job to maintain and update any changes necessary to ensure that the book is in the database properly and ready for purchasing online and through brick and mortar bookstores.
 - v. **Page Count** – We do not base a book on word count, but the creative talent that our authors can provide. Our authors are allowed the ability to have a page count of 24-600 pages according to the selected book publishing package. If an author goes over the maximum page count, no worries, there is an additional 0.75¢ PER PAGE, giving the author the flexible option to make their own choice in their work. In this way, the author doesn’t have to dismantle his or her book by removing words, sentences, paragraphs, or even chapters, but have the ability to soar with their creative writing and seeing it fully developed as it was intended. **Printing** – We offer the option of black & white interior or color printing, except for the Basic Package. In the Basic Book Publishing Package we only provide black & white interior printing.

19. MARKETING AND MEDIA

Each manuscript according to publishing package successfully published will receive a marketing kit as well as assistance in marketing from our Public Relations Department. We encourage authors to also promote their own book[s] which combines a team effort. This doesn’t mean that a publicist from our publishing house is permanently assigned to that author.

- a. **Marketing Kit** - You will receive for each published book 100 postcards, 100 business cards, and 5 each 12 x 18 posters of that book. The marketing kit is only included in the Victorian, Luxury, Ultimate, Platinum, and Diamond Publishing Package.
- b. **A Standard Press Release** for a newly released title will be provided for you to make copies and send to your local news media[s]. We will also provide a social media launch of your book’s new release and its availability at global booksellers.
- c. **Marketing Assistance** - You will receive assistance in finding available book events with a Public Relations Agent or the Public Relations Department (Marketing Department) itself if available unless an author (you) have your own publicist. We will not guarantee a book event every week or every month, nor books placed in every bookstore. The author will receive a book signing when ASA Publishing Corporation has one available. If the author promotes a book event, ASA Publishing Corporation can place the event in ASA’s Author Book Events listing. All publishing packages will have the benefit of a publicist for three months per book that has been currently published, in order to get the word out on their newly released book. The Publicist or Public Relations Department will assign at least three book events after each new release, but please remember that it could be weeks apart or months apart, even after the finishing term of the publicist. National and international seasonal locations are also a factor to be

considered, due to the climate and weather changes that prevent some book events at certain times within those venues.

1. **When we assign you a Publicist**, their profession will be able to extend more within their own scope of marketing; this is what they are hired to do, which is to bring maximum effort of your work (book) into other media and social media platforms, including other television and radio interviews, if available.
 - i. **All costs and fees are under discretion** with the decision being finalized on whether to partake in the financial obligation[s] are not, is to be left up to the Marketing Department. In other words, ASA Publishing Corporation has to take into consideration the value of the book marketing expenditures; whether it produces positive or negative sales. In other words, “Is it worth continuing to invest in or not?” Enjoying a good read is one thing, but knowing the difference between making or losing money is another. This is not about promoting a client’s book on emotions, this is a partnership business between you and ASA Publishing Corporation. What this means (for example) is that if we feel that the cover you presented or want to be created is not a winnable one, or the written material inside is being forced to promote, even though after you have accepted our pre-approval, but ignore our suggestions or credible changes (reading critique), then a cease from an induced hardship promoting is in order.
 - ii. The author/client must also realize that trying to extract money out from a turnip oftentimes just doesn’t work, especially if the author/client refuses to attend promotional events, TV, podcast, or radio shows; physical media, or social networking media unless there is a legitimate reason as to why an appearance cannot be met.
 - iii. **Our solution to no sales** is to bring the book back to the table and together, let’s find out its reasons for negative sales over a period of time.
 - iv. **The Publicist’s position is to promote.** If you feel that the publicist is not performing to your expectations, you can always request another publicist during the three-month time period. However, if sales are rising for that particular book[s], the time period will automatically be extended.
 - v. **Making your public relationship partnership decision.** There is a Publicist Agreement that ASA Publishing Corporation and the author/client (you) will have together. The Publicist Agreement is located on our website under Marketing Dept. This Marketing Assistance is included in your publishing packages. The first three months are free, after that, you can always extend your public relations timeframe according to the Public Relations Agreement.
 - vi. **Please select below the opportunity to accept or deny the invitation** to have a publicist for this book.
 - (a) _____ **Yes**, I would like the opportunity to have a Publicist for this book.
 - (b) _____ **No**, I do not wish to have a Publicist for this book at this time.
 - (c) _____ **No, thanks.** I have my own publicist for this book.

d. **POI Target Marketing** – All books will have the ASA Advantage of utilizing a special link that provides target marketing specifics, which is fun and easy to understand. POI stands for “People Of Interest.” We use a system that targets multiple locations around the world, like a map. We create a special marketing/media link for your book that you can market with that will enable us to be able to know the locations that have consumers interested in your work. This doesn’t mean that an individual actually purchased your book, but at least looked at it, which is a start. However, the benefit is that we would know where on the digital map/location that the interest is coming from, and from what social network that the consumer was on when taking an interest. The next step is turning those POI’s into payers within that state and/or country.

e. **Important:** If an author is going to have a book event at a certain date that requires bringing books, even if an author sets their

- own book party, books must be ordered at least 15-20 days in advance. Bookstores prefer an event to be set with them 30 days prior, and not at a spontaneous moment.
- f. Major high-concentration marketing will be Facebook and Twitter, all other social networks will be considered minor concentration networks. The author will also have an opportunity to go on our APN TV Media television program; also what we prefer as social media network broadcasting, whether cable and/or online.
 - g. **Any major or minor bookstores**, including consignment bookstores, libraries, schools, churches, etc. that allows one of our authors to make an appearance, this is considered a book event in which the author can choose to accept or turn down at the author's discretion. Please be advised, that if there is a slot open for an event, if the author[s] decline from wanting to go, that slot will be available for the next author[s] with the book[s] that meets the events criteria at hand.
 - h. **Minor bookstores** like community bookstores, consignment bookstores, libraries, schools, churches, museums, book fairs, gift shops, etc., the author is responsible to supply own books.
 - i. **Major bookstores** like Barnes and Noble and Books-A-Million often purchase the books for an author's event. But if any major book event is on consignment, we will make the arrangements to supply the books.
 - j. Under no circumstances will the author mail/hand deliver any goods/merchandise under our banner (ASA Publishing Corporation) or use our mailing address for any type of sale or distribution.
 - k. However, if the author purchases any available size bulk order, the author can request for that bulk to be shipped to any location in the United States at no extra charge. When it comes to overseas shipment/delivery, we must charge what the shipping and handling fees are due customs and security. Our distribution system will allow us to ship the goods/merchandise on behalf of the author, under the author's own name and address.
 - l. **Traveling** - We are not responsible for getting the author to any book event, nor pay for any traveling, food, or lodging expenses. The author must supply own transportation to their scheduled book events.
 - m. As a reminder, the incentive for an author is that the author is receiving the highest royalty ever on the planet at 60% PCN, with the lowest book purchasing cost on the planet for their own marketing efforts, even though we supply marketing assistance. Never-the-less, no author should expect any publishing house to market on their own without at least a little teamwork from the book's very own creator.

20. AUTHOR RIGHTS OF WORK OWNERSHIP

Benefits of Being "The Creator" of Your Own Work – The most valuable and wonderful thing with our publishing house is that even though our contracts are on a timeframe, the authors are still entitled to keep the full rights to their work without selling it/them to make a fast buck. Our authors are able to keep 100% of their own rights to their work and be able to receive 60% PCN Royalties of any positive book sales from booksellers at a global distribution level. Plus, stepping above self-publishing as a hybrid, there are no outside expenses, nor extra cost for editing and proofreading when all are included in our book publishing packages. So, when an author decides to venture out apart from ASA, their quality book is now a resume; a presentation to other publishing entities and booksellers worldwide.

- a. ASA Publishing Corporation is only acting as a parent publishing corporation; an innovative outsource hybrid book publisher designed to help an author (you) help themselves succeed towards their goal in producing a well-published book, and a marketing/media leeway for its noticeability. It is up to the author to work out their own success from that achieved goal. An author can always take that next step and present their quality book and media references as a resume to traditional publishers, if they so choose. The best part is that an author's work can still be available to the public without the 6-12 month waiting period for a traditional publisher to make a decision on their work.

- i. If an author does decide to go this route and get accepted by a traditional publisher, they can always opt-out of their contractual agreement by sending ASA Publishing Corporation a copy of his or her verified acceptance notification.
- ii. After 30 days has passed, whether accepted or not, if an author decides to return for any reason, a restoration fee of \$200 is required for author/client reprocessing, and a \$10 reboot fee per book for database and print/distribution reloading.
- iii. We, ASA Publishing Corporation only want to be a blessing to our authors and see that they get the best treatment and quality of work that they (you) can be proud of.

21. YOUR LEGAL RESPONSIBILITY

Before we begin any work product you must complete the following:

- a. **To first review our Brochure or Website to provide a self-assessment to see if this is the publishing route for you.**
- b. Abide by our Requirements to ensure a positive direction of publishing with us.
- c. Read and understand our Terms and Conditions before you begin to become an author with us.
- d. Complete this Publishing Contractual Agreement as required.
- e. The Appropriate Amount must be paid in full or Required Down Payment before any publishing is started.
- f. Submit a copy of a complete and acceptable manuscript on Travel Drive, CD, or Email only.
- g. **IMPORTANT:** Your manuscript must be in some type of "Word Document" format.
 - i. The author also has a responsibility when making any requests, changes, corrections, approvals, etc., and such alike, once we receive the manuscript, there must be written documentation by mail or email. Any verbal communication by phone or in person is considered invalid, nor do we validate handshake agreements.

22. THE PUBLISHING PROCESS

- a. In the Publishing Process, these Processing Steps are guidelines to prevent excessive publishing maintenance, as well as being a well-oiled process.
- b. The manuscript is received from the author to the publisher, then a book identification number ASAPCID is placed on it to monitor the book's progress when going into publication.
- c. Next, the manuscript is divided into sections called "Book blocks". Each section will be assigned to an expert in that field. Each section/part of a book is generally approved by the author prior to assembling (book blocking) them all together, including the order and direction that each section/part belongs.
- d. Note: All documents sent back to the author for review should be line numbered and in a PDF or locked PDF file.
- e. Why in a PDF or Locked PDF? When it comes to the book having been assembled, no author at any publishing house are allowed to disassemble a ready published book at will, then hand back a destroyed ready prepared book. The work to restructure a disassembled or now unformatted book for any publishing house is very chaotic, along with valued time loss and useless productivity to the publishing house. This also includes the prevention of unwanted theft of a work product.
- f. The reason that we have these publishing procedures that the author is supposed to go by, is to ensure the productivity and safety of the work product (manuscript/book), including its separate parts.
- g. These sections will have "7 Steps" (considered as safety nets for both parties) that the author will be pressing into to correct, review, and validate the work prior to prepublication and post-publication on our website under "Processing Steps".
- h. How the Publishing Process Works:
 - i. **IMPORTANT:** Make sure that every manuscript you send to us is completed.

- ii. Note: If we are ghostwriting or transcribing your manuscript, and you are contracted into publishing with us afterward, ghostwriting or transcribing should be completed “before” turning it over for the publishing process.
- iii. If you decide to have a book cover designed or any other part of prepublication performed “during” a premature process of either, including adding an ISBN while ghostwriting or transcribing is still in progress, the publishing contract timeframe will run concurrently, meaning ‘at the same timeframe.’
- iv. Otherwise, we can always update the publishing contract “after” ghostwriting or transcribing has been completed, regardless of the date it has been signed.
- v. Only send the manuscript copy to us in some type of Word Document format only. (a) You can send it on a CD, Flash Drive, as an attachment in an Email, or go to our website under “Processing” and press "Send My Files", then upload it to us from there.
- vi. Publication Process Performance.
- vii. **When you go into the Processing Room (on our website)** you will be going through 7 different steps to ensure that the work product (manuscript transformation into book) is correct and complete. (They’re very simple and easy to use on our website!)
 - (1) **Here are the following:**
 - a. **Step 1** – Edit/Proofread Corrections Form
 - b. **Step 2** – Editing/Proofreading Approval Form
 - c. **Step 3** – Graphic/Illustrations Corrections Form
 - d. **Step 4** – Graphic/Illustrations Approval Form
 - e. **Step 5** – Prepublication Corrections Form
 - f. **Step 6** – Author Approval for Publication Form
 - g. **Step 7** – Confirming Your Now Published Book in Circulation
- viii. Once you make the final approval of the work product sections, the manuscript will be assembled into a digital book (a Locked PDF Format) by the publisher for a final review.
- ix. When you sign-off the approval of the work, the book will receive an ISBN & Barcode and then sent into prepublication for a review with our printing and distribution house[s] to make sure that we didn't miss any steps prior to actual publication.
- x. Launching your Book:
 - (1) When everything is in order and all documents are signed; given the green light to the publisher, the publisher will then make the book available to the public at a global distribution level through the online database system so that booksellers can have knowledge and access of your now published book.
 - (2) Now remember again, any “Post Revising” after approval from the author when the work went into publication for at least 7 days, the author will be subject to a \$150 dollar post-revision fee to pull the book back out of circulation.

23. OUR OPEN-DOOR POLICY TO INDEMNIFICATION AND LEGAL DISCLAIMER

An author/writer (YOU) have total control of their own rights, obligations, responsibilities to their own work and final decision of the editing, proof-reading, 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 THE AUTHOR/WRITER WITH RESPECT TO THE SERVICES OR ANY PART THEREOF. IN NO EVENT WILL ASA PUBLISHING CORPORATION BE LIABLE TO THE AUTHOR/WRITER OR ANY OTHER PERSON, COMPANY, ORGANIZATION, OR CHURCH, FOR LOST PROFITS OR REVENUES, OR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES.

24. RESPONSIBILITY OF ASSUMED LIABILITY TO THIRD-PARTY COMPLAINTS

ASA Publishing Corporation assumes no liability for any loss, damage, injury, or claim of any kind or character to any person or property, including, but not limited to the Author/Writer or any third party, arising from, relating to, or in connection with the submission of the Work for the Services undertaken by ASA Publishing Corporation under the agreement and the subsequent sale or distribution of the work. The Author agrees that submission of Work [including, without limitation, manuscripts, pictures, diskettes, travel drives, and such alike] to ASA Publishing Corporation is at the Author/Writer's own risk and agrees that ASA Publishing Corporation will have no liability related to the misplacement or loss of Work for any reason.

- a. If a judgment is entered against ASA Publishing Corporation confirming that the Work is an infringement or Work otherwise violates or adversely affects the rights of third parties, including invalid sponsor claims, ASA Publishing Corporation is hereby authorized, at its election, to negotiate, compromise, or settle such claim, or defend the institution of any action there under at Author/Writer's expense.
- b. Author/Writer agrees to defend, indemnify and hold ASA Publishing Corporation and its employees, contractors, shareholders, directors, representatives, successors, and assigns of and from all and any manner of claims, demands, suits, actions, losses, costs, liabilities, damages, settlements, awards, judgments, attorneys' fees, professional fees, costs, 'bookstore, distributor, and/or printing house return charges' and expenses arising from or relating to: "claims of third parties regarding ownership, trademark, copyright, libel, slander, plagiarism, privacy, misappropriation, and similar claims relating to Work; the sale and distribution of Work; and any misrepresentation, breach, pre-mature contract termination, or default by Author under this Agreement or any other agreements or understandings between the parties."
- c. Until ASA Publishing Corporation's claim for indemnity has been fully satisfied, ASA Publishing Corporation may, at its sole discretion, cease from providing any further services, and the Author/Writer shall have no right to receive a refund of any monies paid by Author/Writer to ASA Publishing Corporation.
- d. Therefore, the Author/Writer agrees to abide by and comply with the policies promulgated by ASA Publishing Corporation with requests or complaints from third parties regarding any and all work product produced and/or set forth with, by, and through the Author/Writer.

25. MUTUAL AGREEMENT OF AUTHOR/WRITER

- a. By mutual agreement within the services rendered by and through ASA Publishing Corporation, the author/writer (YOU) is stating that the author fully comprehends the Terms and Conditions set forth by complying and adhering to the Requirements necessary to complete the publication of the author's manuscript[s] with assistance in marketing within the rendered service agreement that the author had chosen.

- b. By filling out this service contract you are stating that you have read and understood our Terms and Conditions, and that you accept the services rendered by and through ASA Publishing Corporation which is a legally binding contractual agreement between ASA Publishing Corporation and the author (YOU).
- c. By providing ASA Publishing Corporation with the full or down payment required by returning to the website for Direct Pay, or calling and paying with a credit/debit card, or sending a check or money order, or coming into the office and presenting the payment to our receptionist, once received and filed, your service contract will be in effect within the receiving date.

26. MUTUAL AGREEMENT WITH AUTHOR'S WORK PRODUCT (MANUSCRIPT)

By becoming a CLIENT, ASA Publishing Corporation is obligated to perform FULL SCREENING of any and all Work product (manuscript) provided that the author/writer (YOU) create for publication to determine the Work product (manuscript) being serviceable for and within the boundaries of the requirements and its prepublication.

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- a. 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 another author, including against own publishing house and such alike, printing or shipping goods under the name of ASA Publishing Corporation without authorization, or failure to cooperate by the author (YOU) to the Requirements and the Terms of Conditions are grounds for immediate suspension until further notice or complete termination of rendered service contract, including but not limited to the boundary and scope of discovery with the 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 author (YOU) while an author's (YOUR) rendered service 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.
- b. Any and all "Personal Issues" outside of ASA Publishing Corporation should be resolved within the author'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 author's own personal time, including making personal agreements with bookstores, 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/author transpired. Nor shall ASA Publishing Corporation be held accountable for personal loss and the author wants ASA to readjust (make agreement alterations) printing and/or distribution post product, or processing of product. ASA Publishing

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- b. An author/writer is paying for a rendered service that is tailored, designed, and packaged according to what that author (YOU) need. We do not service individual pricing for components within each package.
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- b. **Acceptance of SERVICE CONTRACT** - The author/writer (YOU) accepts the TERMS AND CONDITIONS and understands that this agreement for BOOK PUBLICATION is a binding contract between you and ASA Publishing Corporation, and supersedes all prior or contemporaneous agreements, representations, warranties and/or understandings with respect to our website, brochure, advertisements, and services.
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- f. **Courts** - Each Party hereby consents to the exclusive personal jurisdiction and venue of the courts, State and Federal, having jurisdiction in the Great State of Michigan.

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c. AUTHOR/CLIENT

First		Last	
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d. CONSENTOR (If Applicable) – GUARDIAN ☐ CAREGIVER ☐

First		Last	
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e. RESIDENCE – SHELTER ☐ HOME ☐ GROUP HOME ☐ SENIOR CITIZEN HOME ☐

Name of Complex	
Address	

City		Region/State	
Postal/Zip Code		Country	

f. **MAILING ADDRESS** (*If different*)

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g. **CONTACT**

Phone		Email	
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h. **FRAUD/PLAGIARISM PREVENTION, TAX PURPOSES, AUTHORIZED PERSON FOR THIS AGREEMENT**

Author/Writer ID or Driver License No.#	
Authorized Signature	

i.

Date Signed this Contractual Agreement Date	
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