



Old Mountain Press

**Old Mountain Press Contract**  
2542 S. Edgewater Dr.  
Fayetteville, North Carolina 28303-5202

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This agreement, bearing formal date of \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ made and entered into between Old Mountain Press, hereinafter referred to as the “Press” and \_\_\_\_\_, hereinafter referred to as “Author” for the publication of a manuscript tentatively entitled: \_\_\_\_\_ hereinafter referred to as the “Work.” For and in consideration of a \$\_\_\_\_.00 non refundable commitment fee for the production of a camera ready copy of the Work or Work in e-book format and payable upon signing contract and the mutual promises herein contained the parties here to agree as follows:

**I. Author’s Grant**

Author will obtain and retain copyright to the work cited and published by the Press.

**II. Author’s Warranty**

Author warrant that he/she has full power to make this agreement, that the Work does not infringe the copyright or other proprietary right of any other person; and that the Work contains no libelous or other unlawful matter and makes no improper invasion of the privacy of any person. Author agrees to hold us harmless from any claim or proceeding instituted on the grounds that the Work infringes such rights or contains such harmful nature, and to indemnify us for reasonable expense that may be incurred in defense against such claim or proceeding.

**III. Agreement to Publish**

Upon presentation of an acceptable manuscript, the Press agrees to publish the Work as soon as possible. The title of the Work shall be determined by the author after consultation with the Press. The author assumes sole responsibility for decisions concerning the advertising, distribution, and promotion of the Work. The Author understands that the printing of the Work may require the signing of an additional Book Order Form depending on the printing subcontractor. Author agrees to send the Press two copies of Work after publication. The Author understands that he/she is responsible for any advertising for the book.

**IV. Manuscript**

Author agrees to deliver to the Press a cleanly typed, legible, and error free copy of the manuscript of the work on paper and on diskette in an agreeable format i.e. WordPerfect (preferred), MS Word, ASCII, etc. The manuscript must be complete and in a content, form, and style which is satisfactory to the Press, including illustrative material. If, in the judgement of the Press, the manuscript as submitted is not satisfactory for efficient use, Author agrees to retype or to have retyped such parts of the manuscript as the Press may stipulate in order to produce copy which, in the opinion of the Press, is in satisfactory condition for efficient use by the Press. The Press, will ultimately decide on use or non-use of graphics submitted with text.

**V. Proofs**

Author agrees to read, correct, and promptly return galley and/or page proof of the Work submitted to the Author by the Press or by its subcontracted agents(s). In the event of Author’s failure to return corrected proof within thirty (30) days, the Old Mountain Press or its subcontracted agent shall be free to proceed with the manufacture and publication of the Work without waiting for the return of corrected proof.

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Author shall be responsible for any additional expenses thereby incurred and the Press may charge Author for such expenses.

#### VI. Cover Selection

Author can select any of the covers found on the Press' Frequently Asked Questions Page <http://www.oldmp.com/faq.htm> If the Author selects a color template, the Author will provide the Press the information required in the Cover Ideas booklet provided by the Press. **Does not apply to e-books.**

#### VII. Author's Alterations

If Author should make changes in gallery or page proofs (other than corrections of errors caused by the Press or its subcontractor) or other matter, the cost shall be charged to the Author at \$2.00 per change for the Press' hard copy proof plus P&H to mail the changes to the author or \$2.00 per page if change made to adobe .pdf file. Should an author's change cause the galley to have to be reprinted, reprinting will be at a charge of \$25.00 (does not apply if author reviews galley as an adobe file.. To determine whether a mistake is made on the author's part or the press' part, check the file you sent to the press. If the error is there it is on the author. If it's not there it would be on the press. **Changes to e-books are at \$1.00 per change.**

#### VIII. Binding on Heirs and Assigns

This Agreement shall be binding upon the inure to the benefit of the heirs, executors, administrators, and assigns of both parties and shall be governed by the law of the United States of America and the State of North Carolina, both as to interpretation and performance. It may be assigned as a whole (but not in part) by any one party with the advance written consent of the other parties.

#### IX. International Standard Book Number (ISBN) & Press' copies of the Work

Should the Author elect to purchase an ISBN from the Press, the Author understands that he/she must maintain a current phone number and an e-mail address where the Press can e-mail queries concerning the purchase of the Work. The Press will either contact the Author directly concerning purchase requests for the Work or refer customers directly to the Author. The Author must send the Press its two copies of the final Work within 15 days after receipt or the ISBN will not be processed. The Press will not activate the ISBN until it has received its two copies of the final Work. Author understands that some Book Stores and some distributors desire authors to have their own ISBN. The Author understands that by not obtaining his/her own block of ISBNs that sale of the book through distributors and large on line book stores may be limited and in some cases not possible.

#### X. Final Galley

OMP will keep a copy of the final galley for at least 12 months. At that time the copy may be destroyed unless Author requests in writing that the galley be kept for another year.

Author's signature \_\_\_\_\_ Date: \_\_\_\_\_