

**STORIES TO TELL  
AGREEMENT FOR SERVICES**

This agreement is made on \_\_\_\_\_, between STORIES TO TELL,  
(date)  
P.O. Box 8134, Silver Spring, MD, 20907 and \_\_\_\_\_  
(Client Name)  
\_\_\_\_\_ referred to as "CLIENT."  
(Client Address)

**I. RECITALS:**

1. STORIES TO TELL is an independent Publishing Services Company providing resources and services required to edit, design, publish, and market a BOOK created by its client;
2. CLIENT is a person who wishes to have such services provided; and
3. This AGREEMENT is entered into for the purpose of establishing a mutually satisfactory arrangement whereby the rights and responsibilities of both parties are described and protected, thereby allowing a mutually beneficial working relationship to exist between the parties.
4. The parties agree as follows:

**II. SERVICES:** STORIES TO TELL will provide the following services:

1. All services related to this project provided by STORIES TO TELL are specified in the *Estimate* (dated) attached to this AGREEMENT.
2. STORIES TO TELL will not edit the text of your manuscript unless you have purchased editing services.
3. STORIES TO TELL acknowledges that the work created pursuant to this AGREEMENT is a work for hire created within the scope of STORIES TO TELL'S employment as an independent contractor and the CLIENT is to be considered the author for the purpose of copyright in the work.

**III. CLIENT:** The CLIENT agrees to the following:

1. The CLIENT shall ensure that STORIES TO TELL has access to any information, documents, files, or images as shall be required to perform its work pursuant to this AGREEMENT.
2. THE CLIENT warrants that he or she is the sole author of the BOOK and is the owner of the copyright of all of its contents.
  - That he or she has not engaged in plagiarism with respect to any part of the BOOK.
  - That the BOOK is accurate in all respects, i.e., that if fiction it represents no real event or person in a way that could be deemed libelous; that if nonfiction, it does not misstate any material fact or omit any material fact, the result of which would libel any person or result in any person being placed in a false or damaging light.
  - That the CLIENT, if his or her BOOK contains material covered by statutory or common law right of copyright or privacy of any third party, is responsible for licensing or obtaining written permission to use the material in the BOOK and comply with any restrictions (such as a limit on the number of reproductions of an image).
3. The CLIENT will review and proof the draft manuscript for errors, provide corrections, additions, deletions and other revisions and return them to STORIES TO TELL.

4. The CLIENT will provide written *Authorization to Print* prior to any publication services performed by STORIES TO TELL.

#### **IV. CONFIDENTIALITY**

1. Unless otherwise noted, in advance, in writing, by the CLIENT or except as expressly permitted by this AGREEMENT, STORIES TO TELL will not, except as required by law or court order, use CONFIDENTIAL INFORMATION provided by or regarding the CLIENT or disclose it to any third party.
2. CONFIDENTIAL INFORMATION means any and all information provided by one party to the other party that relates to the CLIENT'S business or the parties' business relationship as described in this AGREEMENT, including, but not limited to, information concerning finances, products, services, and other information, documents, or files pertaining to the content of materials in the BOOK (including editing, design, and publishing).
3. STORIES TO TELL may disclose CONFIDENTIAL INFORMATION of the CLIENT only to those of its employees or contractors who need to know such information. In addition, prior to any disclosure of such CONFIDENTIAL INFORMATION to any employee or contractor, such employee or contractor shall be made aware of the confidential nature of the CONFIDENTIAL INFORMATION and shall execute, or shall already be bound by a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this AGREEMENT.

#### **V. COMPENSATION AND FEES:**

1. STORIES TO TELL shall provide the services specified in the *Estimate* attached to this AGREEMENT. This AGREEMENT is limited to the specified services.
2. The CLIENT shall pay STORIES TO TELL for the services specified in the *Estimate* attached to this AGREEMENT.
3. The CLIENT will pay a down payment specified in the *Estimate* to initiate services by STORIES TO TELL.
4. Project management provided by STORIES TO TELL is included in the cost of estimated services. This includes all normal email and phone communications required for the services specified in the *Estimate*. Standard project management does not include technical support, publishing consulting, or marketing consulting, which are offered as itemized fee services.
5. The CLIENT may request technical support in order to provide STORIES TO TELL with materials. This support will be billed at the current rate published by STORIES TO TELL and added to the project invoice.
6. The CLIENT may submit changes to the book's text. Changes submitted after the design process begins will be billed at the current rate published by STORIES TO TELL and will be added to the project invoice.
7. STORIES TO TELL agrees to keep the CLIENT informed about the progress and costs of the project. STORIES TO TELL agrees not to incur any added costs on behalf of the project without the CLIENT's permission.
8. The CLIENT is aware that the cost of any publishing transactions initiated on the CLIENT's behalf, such as the purchase of an ISBN number, establishment of a printer account which will bear the CLIENT's name, etc. are his/hers and will be added to any estimated fees for reimbursement if they have not been paid directly by the CLIENT.
9. The CLIENT will pay any outstanding costs of the project after the final *Authorization to Print* and prior to the delivery of files to the printer or distributor.

**VI. ADDITIONAL PROVISIONS:**

1. This contract may be terminated in the event of serious illness or death of the CLIENT. STORIES TO TELL must receive written notice of the cause of the termination. In the event of termination the CLIENT will be liable only for work completed by STORIES TO TELL as of the date of termination. No refunds will be returned to the CLIENT.
2. If STORIES TO TELL is prevented from performing, or is unable to perform, any of its obligations under this AGREEMENT due to any act of God, fire, casualty, flood, war, or any other cause beyond the reasonable control of STORIES TO TELL, the CLIENT may obtain replacement services from a third party. In such event the CLIENT will receive all work completed by STORIES TO TELL. The CLIENT will be required to pay only for those completed services. In the event that the CLIENT’S payments exceed the cost of completed work, STORIES TO TELL shall refund the amount in excess of the work completed.
3. Neither party shall have the right to assign this agreement without the express written consent of the other.
4. STORIES TO TELL cannot guarantee sales of the CLIENT’S BOOK. STORIES TO TELL maintains no control over the subjective buying decisions of consumers or book distributors, or book sellers, and consequently, we make no guarantees or promises as to the number of sales which the CLIENT’S BOOK may achieve.
5. The CLIENT agrees to protect, indemnify and keep STORIES TO TELL harmless from any loss, damage, liability or expense, including attorney's fees, that may arise due to any damage to person or property caused or alleged to have been caused by CLIENT or Client's Project in connection with the operation of this AGREEMENT.
6. This AGREEMENT is entered into in accordance with the laws of the State of Maryland and shall be construed in accordance with the laws of said state applicable to contracts to be wholly performed therein.
7. This AGREEMENT contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding.

In witness whereof, the parties have executed this agreement on the day and year at the top of this Agreement.

STORIES TO TELL \_\_\_\_\_  
Nancy Barnes, Managing Editor Date

CLIENT \_\_\_\_\_  
Client’s Signature Date