

TGH International Author Agreement

1. Grant of Rights

1. The Author grants TGH International the right to prepare the print and digital first edition version of the book for publication.
2. If the Author wishes to release a second or subsequent edition(s) of the book, or the same book in a second language, this will be treated as a new book, therefore;
3. TGH International will have first refusal over the new edition.
4. The Author will enter into a new contract for this edition.
5. TGH International grants The Author the right to the TGH International and That Guy's House Imprint.
6. TGH International grants the Author permission to use the Imprint That Guy's House & TGH International

2. Copyright & ISBN

1. The Author fully declares that they are writing a unique work that is not in breach of another's copyrighted materials or intellectual property.
2. Responsibility for breaching copyright laws lies with the Author and not with TGH International.
3. TGH International will include copyright information in all eBooks and printed editions indicating that copyright of the book belongs to the Author.
4. TGH International shall provide the Author with two (2) exclusive TGH International ISBN's for both the print and digital publication of this title.

3. Editorial Service & Delivery of Satisfactory Manuscript

1. The Author is responsible for the final edit of their manuscript and can pursue an editor of their own choosing.
2. TGH International can provide a proofreading service for the Author at the cost of £5 per 1000 words/ \$7 per 1000 words.
3. TGH International can provide an editing service to the Author at the cost of £10 per 1000 words/ \$14 per 1000 words.
4. TGH International acknowledges receipt of an acceptable manuscript from the Author together with any necessary permissions and all photographs, illustrations, drawings, and indexes suitable for reproduction and necessary to the completion of the manuscript.
5. If the Author incorporates in the work copyrighted material, they shall procure, at their expense, written permission to reprint it.

6. The Author agrees to read, revise, correct, and return promptly all proofs of the work.
7. The Author will confirm and acknowledge the submission of a final draft of which no further changes can be made.
8. Should the Author wish to make changes after they have acknowledged a final draft, this will come at an extra cost to the Author and will cause delays to release.
9. TGH International reserves the right to postpone releasing of the book until the manuscript has reached industry standard.

4. Graphic Design

1. TGH International will provide the Author with a graphic design service to produce a book cover including the back and spine for paperback and eBook. This will come at no cost to the Author.
2. During the design phase, all versions of the design are owned by TGH International.
3. The Author is expected to give their ideas and wishes for the cover and present a design concept to the Design Team and a design shall be made to suit their personal requests.
4. Based on the Authors requests, the Designer will present the Author with three (3) concepts for the book cover.
5. The Author will select one (1) of these concepts to move forward with.
6. The Designer will create up to three (3) further revisions of the initial concept and the Author will have the opportunity to provide three (3) rounds of amends and revisions to the Designer.
7. If the Author is unsatisfied after three design attempts from our in-house graphic designer, they are free to pursue other graphic designers at their own cost and at no cost to TGH International.
8. In this case, TGH International has no ownership of the design. TGH International is not responsible for any dispute between the Author and third-party graphic designers.
9. TGH International will ensure that the third-party design meets our distribution standards and should the Author wish to work with external graphic designers then TGH International cannot be responsible for turnaround times and timeframes.
10. The Authors work will be drawn-up in Adobe InDesign (or other professional software) to meet all design standards necessary for professional publication.
11. The Author cannot make changes to the text of their book during this phase but can make design choices such as margins, page numbers, subheadings etc.
12. The Author can request to have images printed in colour in their book, however, as dictated by our printing companies, once a book has one (1) colour interior images the entire book print fee is charged as per it being a full colour book.
13. The Author must decide a trim size for this book during the design phase. TGH International standard trim size is 5 x 8 or 6 x 9. However, authors can choose a custom trim size at no extra costs.
14. The Author can choose between a gloss/ matte book cover

15. The Author can choose between cream or white paper.

5. Approving the Final Files & Proof Copies

1. The Author will be sent a digital proof copy of their book.
2. The Author must approve their final interior files before being sent to distribution.
3. Changes made to designs after the Author has approved the design will incur severe delays and incur extra costs.
4. TGH International is not responsible for any delays due to changes made, by request of the Author, following the design approval stage.
5. The Author cannot request changes to the trim size, text or design without incurring significant time delays and incurring extra costs.
6. Upon approval of the digital files, the Author will be sent one (1) copy of the book in print form. The Author can request changes upon reviewing the printed book at no extra cost for anything that could not have been noticed during the digital phase.
7. Should the Author wish to make changes to the printed book that could have been noticed during the digital phase then this will incur time delays and extra costs to the Author.

6. Print & Distribution

1. The print cost for each book is approx. £1.42 per 100 pages however, costs are set by third-party printing companies and cannot be determined until the final interior file is created.
2. Though TGH International aims to ensure accuracy of print and formatting, the print version of the book may differ up to two (2) millimetres from the digital design.
3. Costs are set as standard for all titles printed and no author will be charged unfairly for the printing of their book.
4. Print costs cannot be discounted by TGH International.
5. The Author is eligible to order copies of their book at print cost price.
6. The Author will give TGH International twenty-one days (21) notice to process a print run for the Author.
7. Unless agreed otherwise, TGH International will ensure a worldwide distribution of the title named above through Print-on-Demand algorithms, meaning that small regular print runs will be carried out to keep up with anticipated demand of the title.
8. Upon a final review of the book in digital form, the Author will authorise the worldwide distribution of the title and waves the right to make any further changes to the title.

9. To ensure best expanded distribution and availability of the title, the Author has three options for distribution: Amazon KDP (instant release); Ingram Spark (Pre-Order Release) Private Print Runs, or all of the options mentioned. No matter which option the Author chooses, all metadata will be linked back to TGH International through Neilson Books.
10. The book will be available online through Amazon, Waterstones, Barnes & Noble, and other notable book retailers. For a full list of retail partners please see TGH International website or request this information.
11. All retailers will advertise the title release date with a pre-order option with the use of multiple third-party companies indirect to Amazon.
12. TGH International may, due to the nature of working with third-party companies, be required to amend release dates in order to compensate for delays through no fault of their own.
13. Distribution, specifically to Amazon, may take up to thirty (60) days, thus, we ask the Author to allow a sixty (60) day pre-order.
14. Though a pre-order date may be set by the Author and TGH International, only Amazon (or other retailers) are in control of when the title is listed on their website and this is not dictated by TGH International or The Distributor.
15. TGH International will notify the Author when the book is readily distributed and will then allow the Author to begin a pre-order.
16. The retailer is in control of shipping and delivery times which is out of control of TGH International.
17. During busier times of the year (Black Friday, Christmas, New Year, etc.) Amazon and other retailers will likely take longer to distribute books and this may cause delays for customers. This is at no fault of TGH International.
18. Rush Service is deactivated by our distributors from November 1st – January 15th due to extreme demand on shipping during this period resulting in books taking longer to reach our retail partners (including Amazon).
19. Distribution to bookstores is not guaranteed as this is decided by third-party buyers and book store managers.
20. Every title is available to be ordered in by a bookstore at a customer's request.

7. Royalties, Taxes & Post Publication.

1. All proceeds from this title will be paid directly to the Author following the deductions of cost of print and retailer fee.
2. The first royalties will be paid between 90-120 days from publication and thereafter after every month.
3. Depending on the country of sale, the retailer (e.g. Amazon, Barnes & Noble) will take between 30% - 55% of the retail price.
4. The Author is not an employee of TGH International and is responsible for paying all of their own taxes to the state and country they are a resident of.
5. Necessary paperwork (e.g.; W-8BEN) that may be involved for authors residing in various countries and completion of this paperwork is the Authors responsibility.

8. Legal, Warranties, Standards & Indemnification

1. This contract is entered into under the jurisdiction of the United Kingdom (UK) law and any legal matters arising from this agreement will be handled in the United Kingdom (UK).
2. The Author excludes TGH International from any liability for consequential loss, special or indirect damages or loss of profits.
3. The Author shall indemnify, defend, and hold harmless TGH International from any legal action resulting from the publication of the book in question.
4. The Author represents and warrants they are the sole creator of this work and has the authority to enter into this agreement and grant the rights contained herein.
5. The Author is responsible for obtaining correct and necessary insurance relevant to the publication of the work.
6. The Author warrants that the title does not breach any copyright, liable or slander laws and holds harmless TGH International in such disputes.
7. The Author agrees to not bring any legal action against TGH International.
8. In breach of point G, the Author agrees to enter into arbitration before bringing any legal action against TGH International.
9. The Author limits liability of TGH International to no more than 100% of the value of the contract.
10. The Author is responsible for obtaining any necessary insurances and cover for publishing the book to best protect their personal brand and/ or business.

9. Expanded Rights

1. All other rights of the title, including but not limited to international rights, dramatic and motion picture rights, television rights and radio rights and merchandize are equally reserved by both TGH International and the Author.
2. Any agreement or selling of the rights to this work will be mutually beneficial to both TGH International and the Author and must be mutually agreed on.
3. TGH International does not own any rights over the Author's personal brand and has no claim over any projects that are centred around the Author and not the book.

10. Sales Reporting

1. Sales Figures cannot be accurately reported until 90 days after the book's release date.
2. Authors may ask for a rough estimate of sales figures during the pre-order or first 60 days, however, TGH International is under no obligation to provide this information as it may not yet be available from the distribution channels.
3. Distribution channels will directly report sales numbers to TGH International and/ or the Author.

11. Marketing

1. TGH International is not the sole marketer of the book.
2. TGH International will make a concerted effort to market the book but does not guarantee any sales figures, press mentions or media interviews.
3. TGH International expects the Author to market, promote and advertise their work.
4. TGH International standard marketing includes; 10 x Promotional Book Images, 3 x Social Media Posts, 1 x Live Broadcast Author Interview and 1 x Facebook Advertisement.

12. Timescales & Dates

1. Upon signing the contract, the Author has nine (9) months to submit a completed manuscript.
2. Should the Author not submit a completed manuscript in time then, unless granted a formal extension from TGH International this contract becomes invalid.
3. After a completed manuscript has been submitted, TGH International allows a three (3) month production window for editing and graphic design.
4. Upon final files, TGH International requires a two (2) month pre-order for the title
5. Upon receipt release of the book, the Author will have four (4) months of continued support from TGH international.
6. After eighteen (18) months, this contract will expire.
7. This contract will expire on 6TH February 2023
8. A release date for the book will not be set until the Author has approved all final files of book including their hard copy sent via post.
9. TGH International expects the Author to be respectful of time and boundaries and allow for adequate timescales to be put in place for manuscript changes, cover design, editorial and distribution.

13. Working Relationship and Representation

1. At TGH International, we foster professional relationships based on mutual respect.
2. TGH International reserves the right to review, and possibly terminate, contracts with any Author who does not represent our values and ethos.
3. As part of our duty of care, we are obligated to ensure that any contractor or third-party colleagues are able to work within a safe and nurturing environment and will not continue service for authors who are acting abusively towards our staff or freelance workers.

14. Termination of Contract

1. TGH International shall have the right to terminate the agreement after written notice to the Author should the Author fail to comply with this contract.

2. Should TGH International go out of business or become acquired by another third party organisation then the Author will still retain all rights to their work and have the option to no longer release their book with TGH International, however, they will be unable to receive a refund.
3. If the Author does not submit the first draft within 12 months from the date of this agreement, TGH International reserves the right to drop the title from TGH International and nullify this contract.

15. Additional Formats and Editions

1. Upon request, the Author can request a hardback edition of the title in question.
2. Upon Request, the Author can request an audiobook edition of the title in question.
3. Should an audiobook or hardback edition of the book be created, TGH International will provide the Author with an ISBN for each of these editions.

16. Fees & Additional Costs

1. The fee for publication of this title with TGH International is £2,500
2. An initial payment of £500 is required to begin the process.
3. Payment plans can be agreed upon between TGH International and the Author allowing payment to be split over a maximum of six months.
4. Upon agreement with these terms and conditions, the Author must make all payments even if they fail to complete their manuscript.
5. Additional costs include editing and design services that go beyond what is stated above. Changes made to the manuscript after a final draft has been signed off. Changes made to the cover design (front, back or spine) after a final cover has been signed off. Change the trim size, paper colour, or print finish (matte/ gloss) of the book and the production and distribution of Hardback and Audiobook versions of the title.
6. Failure to comply with the agreed payment plan and possible additional fees will result in TGH International terminating this contract.

This agreement nullifies all previous agreements made both verbally and in writing.