



PUBLISHING AUTHOR AGREEMENT

This Publishing Author Agreement (“Agreement”) is being made between (**AU**) (“Author(s)”) and **Sweetspire Literature Management** (“Agent”). Author’s name(s) and **Sweetspire Literature Management** may also be referred to as “Party” or together as the “Parties”.

NOW THEREFORE, for and in consideration of the promises and covenants herein stipulated, the **AUTHOR(S)** and **SWEETSPIRE LITERATURE MANAGEMENT** have agreed on the following terms and conditions:

1. **Copyright Ownership:** During the term of this agreement, the Author(s) hereby retains full ownership of his/her copyrighted literary work and exercises full discretion on the use and disposition thereof, except the company logo of the **Sweetspire Literature Management** and its ISBN Number.

(a) **Selling of Rights:** To represent the Author(s) for the sale of his/her literary works, whether written or self-published, whereby the Author(s) retains full ownership of the copyrighted materials **Sweetspire**

Literature Management solicits Literary Agent or any Literary Agency to act in behalf of the Author(s). In this case, the Author purchases Literary Partnership Program for his/her unpublished works. Note however that the **Sweetspire Literature Management** is not responsible for any agreement entered between the Author(s) and the Literary Agent/ Literary Agency. **Sweetspire Literature Management** is only responsible in performing the service(s) as mentioned in this agreement and any agreements entered into between the Author(s) and the Literary Agent or any Literary Agency rest in their own full discretion.

(b) **Royalties: Sweetspire Literature Management** is a Literary Marketing Firm and does not therefore hold any royalty percentage especially to those titles that are not published under them. Any self-published title that they cater is solely and exclusively used for marketing purposes only. Author(s) should still route all questions regarding his/her royalties to his/her Publisher. All titles published under **Sweetspire Literature Management** also receive full royalty net of taxes and book production costs (which includes cost for distribution and materials handling).

(c) **Royalty Payment Schedule:** Royalties are given using EFT (Electronic Fund Transfer). Account details of the Author(s) are required. Royalty payments to any country are processed in USD (US Dollars). Royalty reports are provided to the Author(s) every quarter (90 Days) provided that the Author's Royalty Sales Commission reaches \$100. Reports and royalty payments shall continue as long as the contracts for such sales remain in force.

(d) **Subsidiary Rights:** Author(s) permits **Sweetspire Literature Management** to produce his/her original work in different forms such as eBook, Paperback, Hardcover and Audio otherwise, create a video or script for possible film adaptation, television or radio for an agreed FEE. This still guarantees the Author(s) full ownership rights over all the materials produced by **Sweetspire Literature Management** in relation to his/her copyrighted work.

2. CONTRACTS. **Sweetspire Literature Management** shall use its best efforts to promote the **Author(s)'s Book**. **Sweetspire Literature Management** may recommend any services which they think beneficial for the Author(s)'s book or the programs the Author(s) are into. The Author(s) may reject any recommendation if the terms thereof are unacceptable, unconscionable and unjust. No proposed Represented Sale shall be binding unless approved by the Author(s) in a signed contract.

3. TERM. This Agreement shall take effect as of the date first set forth below, and shall remain in full force and effectivity until full performance of the services as mentioned in this agreement. It is **Sweetspire Literature**

Management Obligation to update the Author(s) in writing or email of any activities or updates regarding the registered campaign or any other opportunities available.

4. EXPENSES. The Author(s) agrees to pay ("Agreed Amount") indicated in each proposal for **MARKETING SERVICES** or **PUBLISHING SERVICES** as provided by each of the Specialists assigned to work with the Author(s).

5. REFUNDS. Sweetspire Literature Management aims to perform the services promptly and honor any arrangement the Author(s) has with the assigned Specialist. Most services that **Sweetspire Literature Management** provides are very straightforward and could be fulfilled immediately except for those which may need a few weeks or months before it can finally be performed or completed.

Once the agreement is completely signed and the Author(s) requests for a refund, a set-up fee of \$150 is deducted from the refundable amount if **no performance of the services has been done**. Should there be any partial performance of the services, such as but are not limited to the following: filling out forms and questionnaires, providing analysis, creating drafts for online publicity or booking a slot for TV and Radio Interviews, Author(s) agrees that **No Refund** can be granted. Failure to reply to our email for the performance of the services may delay the refund process. With this, we can only process requests for refund between 0-90 days after the agreement is completely signed. **Sweetspire Literature Management** will not be considered at fault for any delay of the performance of the services attributable to the fault of the Author(s). Author(s) has the option to continue with the service even if No Refund has been granted.

6. TERMINATION. This Agreement may be terminated at the instance of either party by serving written notice to the other party thirty (30) days prior to the effectivity of the termination in cases of substantial breach of any terms in this agreement.

8. NOTICES: All notices shall be sent to info@sweetspireliterature.com and/or the registered email address of the Author(s). It is the responsibility of the Author(s) to email info@sweetspireliterature.com for any updates in the email address and other important contact information such as phone number and address on record.

The Author(s) may also call Sweetspire Literature Management at the phone numbers on their website <https://sweetspireliterature.com/>

for any updates in their account.

9. SEVERABILITY: If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still stand.

AGREEING TO THESE TERMS AND CONDITIONS:

The undersigned, hereby agrees to the following terms and conditions that:

- a) By providing his/her credit card, or debit card information, he/she AGREES to have read and understood this Agreement;
- b) Undertakes to ensure that the credit card is active or the debit card always has sufficient and free funds to cover all amounts due as billed by **Sweetspire Literature Management LLC**.
- c) He/She authorizes **Sweetspire Literature Management LLC** to charge the full amount required as per agreement to the specified payment method;
- d) He/She authorizes the financial institution for the payment method, as aforementioned above, to charge or debit his/her account and remit payment for the services to **Sweetspire Literature Management LLC**.
- e) This authority shall remain in effect until he/she gives the notification, as required under this Agreement, to terminate this authorization.

I agree to be bound by the Terms and Conditions of this form. I certify that the information provided here is true and correct.

Name (Author):	
Phone:	
Email:	
Represented Works (Book Titles):	
Service (s) / Agreed Amount:	
Date:	
Signature:	