

THE CHEEKY SCRIBE

ANTHOLOGY AUTHOR PARTICIPATION & PUBLISHING TERMS AND CONDITIONS

Effective: Upon deposit received

1. THE PUBLISHING OPPORTUNITY

Author is purchasing **one (1) publishing slot/chapter** in the multi-author book anthology to be published by The Cheeky Scribe.

Author's publishing slot entitles Author to contribute one chapter to the Anthology, subject to the editorial guidelines, deadlines, word-count requirements, and other requirements established by Publisher.

The purchase of a publishing slot does not give Author ownership of the Anthology, its title, ISBN, cover, interior design, branding, collective content, or publishing rights.

Publisher retains sole authority over the final production and publication of the Anthology.

2. WHAT AUTHOR'S PUBLISHING SLOT INCLUDES

Author's publishing slot includes:

- One chapter in the Anthology of up to **2,500 words**;
- Editorial guidance and/or editing as described by Publisher;
- Formatting of Author's chapter for inclusion in the Anthology;
- Author's name associated with the chapter;
- Author biography of up to **150 words**;
- Author photograph;
- Publication of the Anthology under The Cheeky Scribe;
- Distribution through selected retail and/or distribution channels;
- Participation in the Anthology's coordinated marketing and bestseller campaign;
- **1 complimentary copy** of the published Anthology; and
- Any additional benefits expressly stated in Author's purchase agreement or order form.

Anything not specifically identified as included is not guaranteed.

3. PUBLISHER'S AUTHORITY

The Cheeky Scribe retains final editorial and publishing authority over the Anthology.

Publisher may determine or modify:

- Anthology title and subtitle;
- Cover design;
- Interior design and formatting;
- Chapter order;
- Editorial style;
- Publication date;
- Retail price;
- ISBN;
- Distribution channels;
- Book description and metadata;
- Categories and keywords;
- Marketing strategy;
- Promotional materials; and
- The timing and structure of any bestseller campaign.

Publisher will make reasonable efforts to communicate material changes affecting Author's participation.

4. AUTHOR'S CHAPTER

Author is responsible for providing an original chapter that meets the Anthology's stated theme, purpose, and editorial requirements.

Publisher may edit Author's submission for grammar, spelling, punctuation, clarity, structure, readability, formatting, consistency, and adherence to the Anthology's editorial standards.

Publisher will make reasonable efforts to preserve Author's intended message, expertise, and voice.

Publisher may require revisions before accepting a chapter for publication.

Publisher reserves the right to reject or remove material that is substantially incomplete, unlawful, defamatory, plagiarized, infringing, misleading, or otherwise inappropriate for the Anthology.

5. AUTHOR REPRESENTATIONS AND WARRANTIES

Author represents and warrants that:

1. Author is the creator of the submitted chapter or has obtained all necessary rights to submit and publish it;
2. By submitting the initial deposit, Author agrees to enter into these terms;
3. The chapter does not knowingly infringe any copyright, trademark, privacy, publicity, contractual, or other rights of a third party;
4. The chapter does not knowingly contain defamatory or unlawful statements;
5. Any quotations, photographs, graphics, statistics, or other third-party materials have been appropriately sourced and, where necessary, permission has been obtained;
6. Author will not knowingly submit plagiarized material;
7. Any professional credentials, awards, certifications, business claims, or other factual representations made by Author are accurate to the best of Author's knowledge; and
8. Author will notify Publisher of any known legal restriction that could affect publication of the chapter.

6. COPYRIGHT AND OWNERSHIP

The Cheeky Scribe will own the **ISBN and copyright in the Anthology as a published collective work**.

Author does not acquire ownership of the Anthology, its ISBN, cover, design, branding, collective content, or other publishing assets by purchasing a publishing slot.

Author retains the right to use **Author's own chapter and portions of Author's own chapter** for Author's personal, professional, educational, promotional, website, social media, speaking, marketing, and business purposes, subject to the terms of this Agreement.

Author may identify the material as having been originally published in the Anthology.

Author may not reproduce, distribute, sell, or otherwise use the complete Anthology or another contributor's chapter without the applicable owner's written permission.

Nothing in this Agreement grants Author ownership of another contributor's work.

7. LICENSE TO PUBLISHER

To facilitate publication and promotion of the Anthology, Author grants The Cheeky Scribe a **worldwide, royalty-free license** to reproduce, edit, format, publish, distribute, display, advertise, promote, and otherwise use Author's submitted chapter in connection with:

- The Anthology;
- The publication and distribution of the Anthology;
- The marketing and promotion of the Anthology;
- The Anthology's bestseller campaign;
- Publisher's website and social media;
- Publisher's promotional materials;
- Media and publicity relating to the Anthology; and
- Archival records relating to the Anthology.

This license does not transfer ownership of Author's underlying rights in Author's independently created content except as specifically stated in this Agreement.

8. AUTHOR'S NAME, IMAGE, AND BIOGRAPHICAL INFORMATION

Author grants Publisher permission to use Author's name, professional biography, photograph, likeness, website, business information, and other materials supplied by Author for purposes of publishing, marketing, promoting, and publicizing the Anthology.

Publisher may include Author's information in the Anthology and in promotional materials associated with the Anthology.

9. PAYMENT

The total participation fee for one publishing slot is:

\$997 (unless a discount was included)

Author agrees to the payment schedule selected at the time of purchase.

Deposit: \$200

Remaining Balance: \$797

Balance Due: in total before publication date

Author remains responsible for the full agreed participation fee once the publishing slot has been reserved.

Failure to make a scheduled payment may result in suspension or termination of Author's participation.

10. PAYMENTS ARE TRANSFERABLE, and NON-REFUNDABLE

All deposits and payments made toward an Anthology publishing slot are **non-refundable**.

If Author is unable or unwilling to participate, Author may request to transfer the publishing slot to another qualified author, subject to Publisher's approval.

Author is responsible for locating the replacement author unless otherwise agreed in writing.

A replacement author must:

- Be approved by Publisher;
- Agree to and sign the applicable Author Participation Agreement;
- Meet all Anthology requirements; and
- Complete any required payment or administrative requirements.

Until an approved replacement author has assumed the publishing slot, Author remains responsible for any outstanding balance.

If Author does not provide an approved replacement by **2 months before publication** Publisher may consider the publishing slot forfeited.

In that event, previously paid amounts will not be refunded.

11. DEADLINES AND PRODUCTION REQUIREMENTS

Author agrees to meet all deadlines communicated by Publisher, including deadlines for:

- Chapter submission;
- Revisions;
- Author biography;
- Photograph/headshot;
- Author information;
- Proof review;

- Promotional materials; and
- Any other materials necessary for publication.

Publisher may establish reasonable production deadlines as necessary to keep the Anthology on schedule.

Failure to meet deadlines may result in delayed publication, omission of optional materials, additional administrative or production costs, or removal from the Anthology.

12. FAILURE TO SUBMIT A CHAPTER

If Author fails to submit a completed chapter by the final production deadline, Publisher may, at its discretion:

1. Provide a revised deadline;
2. Charge a reasonable administrative or production fee;
3. Accept a replacement author;
4. Remove Author from the Anthology; or
5. Take another reasonable action necessary to protect the publication schedule.

Payments already made will not be refunded.

13. THE BESTSELLER CAMPAIGN

Publisher intends to conduct a coordinated **Anthology Bestseller Campaign** designed to maximize the Anthology's opportunity to achieve bestseller status on one or more applicable retail platforms.

The campaign may include coordinated purchasing activity, promotional activity, social media activity, email marketing, author participation, launch events, publicity, and other strategies determined by Publisher.

Author understands that:

Publisher does not guarantee that the Anthology will become a bestseller, achieve a particular ranking, receive an award, receive media coverage, generate a particular number of sales, or produce any particular business or financial result for Author.

Any bestseller designation or ranking is dependent upon third-party retailer rules, algorithms, sales activity, timing, category requirements, and other factors outside Publisher's complete control.

Author agrees to reasonably participate in the coordinated bestseller campaign when requested, provided that such participation does not require Author to make a false or misleading statement.

Publisher may use truthful statements regarding the Anthology's bestseller status or ranking when and if such status is achieved.

14. NO GUARANTEE OF BUSINESS RESULTS

Author understands that publication in the Anthology is intended to provide an opportunity for visibility, credibility, networking, exposure, and promotional benefit.

Publisher does not guarantee:

- Book sales;
- Leads;
- Clients;
- Revenue;
- Speaking opportunities;
- Media appearances;
- Podcast appearances;
- Social media growth;
- Business growth;
- Bestseller status;
- Awards;
- Reviews;
- Rankings; or
- Any other specific business outcome.

Results will vary based on Author's participation, audience, market, offer, promotion, and numerous other factors.

15. PROMOTIONAL USE BY AUTHOR

Author may use Author's own chapter, excerpts, quotations, photographs of the Anthology, and reasonable promotional references to Author's participation in the Anthology to promote Author's business, brand, services, expertise, speaking, or other professional activities.

Author may state that Author is a contributing author/co-author of the Anthology.

Author may not:

- Represent the entire Anthology as Author's sole work;
 - Claim authorship of another contributor's chapter;
 - Alter another contributor's chapter and represent it as Author's own;
 - Use the Anthology's ISBN as Author's own ISBN; or
 - Make false or misleading claims concerning the Anthology or its results.
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16. ROYALTIES

All royalties will go to a charity agreed upon by the individual who writes the foreword and The Cheeky Scribe. Authors will not receive royalties, as they are fractional.

17. PUBLICATION DATE

Publisher will make reasonable efforts to publish the Anthology according to the anticipated publication schedule.

Author acknowledges that publication dates may change due to editing, production, printing, distribution, retailer requirements, technical issues, or other circumstances.

A change in publication date does not automatically entitle Author to a refund.

18. TERMINATION BY PUBLISHER

Publisher may terminate Author's participation if Author:

- Fails to make required payments;
- Materially breaches this Agreement;
- Submits plagiarized, infringing, defamatory, unlawful, or materially inappropriate content;
- Repeatedly fails to meet production deadlines;
- Refuses to make reasonably required revisions;
- Provides materially false information; or
- Engages in conduct that Publisher reasonably believes creates significant legal, reputational, or operational risk to the Anthology or its contributors.

If participation is terminated because of Author's breach, previously paid amounts will not be refunded.

19. INDEMNIFICATION

Author agrees to indemnify and hold harmless The Cheeky Scribe and its owners, employees, contractors, editors, designers, agents, and representatives from claims, damages, liabilities, costs, and reasonable legal expenses arising from:

- Author's breach of this Agreement;
- Author's violation of the representations and warranties in this Agreement;
- Claims that Author's submission infringes a third party's rights;
- Defamatory or unlawful content supplied by Author; or
- Author's unauthorized use of third-party materials.

20. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Publisher's total liability arising from this Agreement shall not exceed the amount actually paid by Author to Publisher.

Publisher shall not be liable for indirect, incidental, consequential, special, or lost-profit damages arising from Author's participation in the Anthology.

21. DISPUTE RESOLUTION

The parties agree to make a good-faith effort to resolve any dispute arising from this Agreement informally before pursuing formal legal action.

If the dispute cannot be resolved informally, the parties agree to participate in mediation before filing litigation, except where immediate legal or injunctive relief is reasonably necessary.

Any mediation or litigation shall take place in **Houghton, Michigan**, unless otherwise required by applicable law.

AUTHOR ACKNOWLEDGMENT

By purchasing a publishing slot in the Anthology, I acknowledge that:

☐ I have read and agree to the Author Participation & Publishing Terms and Conditions.

- ☐ I understand that my purchase reserves one publishing slot/chapter in the Anthology.
- ☐ I understand that my payments are non-refundable.
- ☐ I understand that my publishing slot may be transferred to another approved author, but I am responsible for finding a replacement if I cannot participate.
- ☐ I understand that The Cheeky Scribe owns the ISBN and copyright in the Anthology as a collective published work.
- ☐ I understand that I may use my own chapter or portions of my own chapter for my business, brand, marketing, speaking, educational, and promotional purposes.
- ☐ I understand that participation in the Anthology's bestseller campaign does not guarantee bestseller status, rankings, sales, awards, publicity, or business results.
- ☐ I understand and agree to meet the deadlines and requirements established by Publisher.