



MEMORANDUM OF AGREEMENT BETWEEN

_____, located in _____ (the “Author”)

and BrownHerron Publishing, P. O. Box 23680, Louisville, KY 40223-0680 (the “Publisher”)

The Author agrees to join an Intellectual Alliance with BrownHerron to publish and post e-Docs online.

- 1.1** Upon submission of a signed copy of this Agreement as application for membership and upon notification by the Publisher of acceptance into its Intellectual Alliance, the Author agrees to pay the Publisher a non-refundable initial membership fee of \$1,000.00 USD. This fee entitles the Author to work with BrownHerron in publishing and posting the Author’s approved e-Docs on Amazon.com, the “Online Vendor.” Per this Agreement, the Author and Publisher are independent contractors. This Agreement does not create a legal partnership of any kind nor does it create any type of employment status, joint venture, agency, franchise, or sales representative arrangement between the Author and the Publisher. BrownHerron publishes e-Docs only after thorough editorial review. Once a member, the Author may publish three approved e-Docs at no additional charge during a one-year period from the date this Agreement is signed and the initial membership fee is received. The Author may submit as many e-Docs each year as desired; the e-Docs will be published after Publisher approval and will be subject to appropriate processing fees.
- 1.2** For each subsequent year of membership, the Author agrees to pay an annual renewal fee of \$250.00 USD, which, when paid, will entitle the Author to the publication of one approved e-Doc without an additional fee during that year. After the three free e-Docs in the first year and the additional free e-Doc in each subsequent year, BrownHerron will charge a processing fee of \$100.00 USD for each additional approved e-Doc to cover the costs of copyediting, formatting, cataloging, tracking, and posting, payable when the e-Doc is published and posted online. The Publisher will also charge the Author \$25.00 for any minor editing corrections to a published e-Doc, payable when the e-Doc is revised and re-posted. All fees cited herein, other than the initial membership fee noted above, may be increased with at least 30 days notice to the Author by the Publisher.

The Author agrees to submit and BrownHerron agrees to publish e-Docs of integrity.

- 2.1** The Author warrants that he or she holds — and can verify upon request by the Publisher — full content rights (text and graphics) to any e-Doc submitted for publication. The Author warrants that all e-Doc content will be provided in “RTP/Ready To Publish” form

based on the standards and guidelines of the Publisher. The Author warrants that e-Docs related to this Agreement are original and do not contain plagiarized material. If the Author incorporates material from other sources into e-Docs related to this Agreement, he/she must obtain written permission to use that material from the author, photographer, artist, publisher(s), or any other appropriate party, and forward a written permission-to-use statement to BrownHerron. The Author also warrants that the e-Docs contain no libelous or unlawful statements, nor harmful instructions, and do not violate any copyright, trademark, right of privacy, or any other right.

- 2.2 The Author will indemnify and hold BrownHerron and all its affiliates harmless from all liabilities, claims, damages, and expenses, legal fees, and other costs, without limitation, which occur due to the Author's breach or alleged breach of this Agreement. In the event of any claim, action, or proceeding based upon an alleged breach of any of the Author's warranties, all parties involved are responsible for immediately notifying all other parties to this Agreement. If the Publisher believes that the Author has breached these provisions, the Publisher may cease all activity related to the publishing and posting of any e-Docs, may remove any e-Docs from the Publisher's catalog believed to be in violation of these provisions, and may retain all royalties due to the Author until the matter is resolved.
- 2.3 The Author will have the right to select his or her own attorney at his/her own expense, provided that the attorney works under the direction of BrownHerron's legal counsel. Other than the indemnification provisions noted herein, neither the Author nor the Publisher shall be liable to the other for any consequential, incidental, special or any other indirect damages or claims arising out of or in connection with this Agreement. In the case of any dispute between the Author and the Publisher, the extent of the Publisher's liability will not exceed the royalty amounts due under this Agreement.

The Author agrees that BrownHerron will only publish e-Docs submitted on a legal and exclusive basis. The Author holds all copyright to his or her material, and the Publisher decides how to sell and market the Author's e-Docs online.

- 3.1 While this Agreement is in effect, the Author will not publish any other *electronic* versions of e-Docs covered by this Agreement, whether revised, supplemented, corrected, or abridged, or any work so similar that it might interfere with sales of existing e-Docs. Should a similar non-electronic version of any document covered by this Agreement be planned, the Author must notify all non-electronic publishers of the existence of the electronic version(s) covered under this Agreement. The Author grants BrownHerron exclusive permission to sell e-Docs related to this Agreement online at a price determined by the Publisher. The Author will not grant any other Internet vendor this permission.
- 3.2 The Publisher will determine the appropriateness of any e-Doc for publication in light of its subject matter and quality of content. The Author acknowledges and agrees that the Publisher shall have the continuing right to reject for publication any e-Doc submitted by

the Author that the Publisher determines in its sole discretion should not be published. The Publisher reserves the right to edit content for spelling, punctuation, and grammar without notifying the Author; however, the Publisher agrees to consult the Author for any major editorial changes to an e-Doc. The Publisher reserves the right to decide how to title, describe, and feature the contents of each e-Doc consistent with the Publisher’s sales and marketing approach. The Publisher reserves the right to add a BrownHerron-brand cover page to any e-Doc. The Author will receive one Adobe Acrobat/PDF copy of each final e-Doc published by the Publisher when it is posted online for sale. The Author agrees not to distribute printed or electronic copies of the e-Doc without permission of the Publisher. Moreover, the Author agrees that the extent of marketing support by the Publisher for the Author or any related e-Doc(s) is limited to the posting of the e-Doc(s) online. While additional promotion by BrownHerron or the Online Vendor may occur, additional promotion is not guaranteed. The Author agrees that his or her own promotion of e-Docs relating to this Agreement is the primary form of marketing for them.

The Author agrees to these mutually beneficial terms of compensation.

- 4.1** The Publisher will pay the Author semi-annual royalties of twenty-five percent (25%) of the Suggested Retail Price (“SRP”) of any e-Docs sold, net of returns or bad debts reported by the Online Vendor. A statement of the Author’s e-Doc sales, along with any royalty payments due, will be sent to the Author no later than April 30 for the six-month period from July to December and no later than September 30 for the six-month period from January to June. If the Author should at any time receive either underpayment or overpayment, BrownHerron may adjust future payments to correct such variances. All royalties will only be paid when the amount due the Author exceeds \$25.00.

- 4.2** This Agreement supersedes any prior Agreement between the Author and the Publisher and represents the entire current agreement between the Author and the Publisher. This Agreement may be terminated at any time by either the Author or the Publisher upon 30 days’ written notification. Any additional rights not specifically granted to the Author in this Agreement are retained by the Publisher. *On this we agree:*

Author / Address

For BrownHerron Publishing

P. O. Box 23680
Louisville, Kentucky (KY)
USA 40223-0680

502 / 566 - 6652 | Fax: 502 / 244 - 9090
e-mail: info@brownherron.com

Phone | e-mail

Social Security or Tax I.D.

Accepted? Membership Start Date [\[v.03B22H02b\]](#)