



THE BOOKSELLER MAGAZINE ADVERTISING AGREEMENT

THIS AGREEMENT is made and entered into by and between Author named in “*The Bookseller Magazine Advertising Agreement Sign off Section*” (“Author” or “you”) and AUTHOR SOLUTIONS, INC., d/b/a AuthorHouse (“AuthorHouse” or “we”). The parties acknowledge that AuthorHouse has entered into an agreement with *The Bookseller Magazine* (“TBM”), pursuant to which TBM has agreed to advertise works of authors. Author desires to participate in the TBM program. This Agreement is intended to be an addition to previously signed “Author Services Agreement.” Under no circumstances does this Agreement replace any part of the “Author Services Agreement.”

I. Eligibility and Requirements

1. Authors desiring to participate in the program will be served on a “first come, first serve” basis. Thus, your chances to participate in the program will be improved if Author promptly returns this Agreement and complies with all program requirements.
2. Your Advertisement will constitute part of a collective advert, comprising several AuthorHouse titles. A member of AuthorHouse’s copywriting staff will draft the initial text for your advertisement, which will not exceed 40 words. Your advertisement will be designed and a proof of your advertisement will be sent to you for your approval. You have the opportunity to edit or alter the existing ad text, or you may supply entirely new ad text at this time. AuthorHouse reserves the right, in its sole discretion, to: edit or remove any obscene, scandalous or inflammatory material; correct any obvious grammar or spelling errors; and edit the text so that, along with the other books in the ad, the ad as published is cohesive and presents AuthorHouse in a positive manner.
3. The ad is anticipated to appear in *The Bookseller* weekly trade magazine and is expected to appear in the next available ad run after your text has been edited and approved by you; with the understanding, however, that the ultimate timing of any ad is at the sole discretion of *The Bookseller Magazine*.
4. You will pay to AuthorHouse the sum of _____ Pounds (£_____) upon your execution of this Agreement.
5. You acknowledge that *The Bookseller Magazine* advertisement does not constitute, nor should be construed as, a guarantee of book sales. You acknowledge that AuthorHouse has no control over the purchasing decisions of booksellers or customers and will not be liable to you if your book does not sell. AuthorHouse retains the right to refuse to promote books that contain content that is deemed to be false, defamatory, or otherwise injurious to third parties. This may include content that is obscene or could be construed as hate speech.

II. Process

1. Upon receipt, we will design Author’s portion of the ad according to these specifications:
 - (a) The ad will be colour;
 - (b) The dimensions of Author’s ad space will be about 1.37” x 2.2” (vertical orientation).
 - (c) Total word count for your text will not exceed 40 words, including book title and author’s name and ISBN.
2. Once we have designed the entire ad, we will e-mail or fax a copy of Author’s portion of the ad along with an approval form for Author to sign and return. Once we receive your approval, your ad space will be secured within the TBM ad AuthorHouse is currently preparing to run. Once the signed approval form is received, no further changes to the advertisement will be permitted. If we do not receive your approval on or before the specified deadline, your advertisement will be postponed until a later issue of *The Bookseller Magazine*.

III. Remedies and Limitations

1. If Author violates the program requirements or otherwise breaches this Agreement, Author will be liable to AuthorHouse for any liabilities, losses and penalties sustained by AuthorHouse arising from such breach, including amounts claimed by TBM against AuthorHouse which are attributable to Author’s breach.

2. If TBM refuses to include Author's ad or the Agreement between AuthorHouse and TBM is terminated for any reason and Author's ad is thereby not published, or if Author's ad is not properly transmitted by AuthorHouse to TBM after Author's approval, Author's sole recourse will be to receive a refund of payment. In all other respects, Author hereby fully releases AuthorHouse from any responsibility or liability to Author associated with the TBM program, including as to any actions or omissions on the part of TBM or other third parties.

3. Author acknowledges that a TBM advertisement does not constitute, nor should be construed as, a guarantee of book sales. Author acknowledges that AuthorHouse has no control over the purchasing decisions of booksellers or customers and will not be liable to you if your book does not sell.

4. This Agreement shall be governed by and construed in accordance with the laws of England and, subject to this clause, the parties submit to the non-exclusive jurisdiction of the Courts of England.

IV. Transmission by Author; Acceptance by AuthorHouse; Acknowledgement by Author

1. Author will be bound by this Agreement upon sending an executed original of this Agreement to AuthorHouse at its address noted in the Distribution Agreement. Alternatively, facsimile or electronic transmission to AuthorHouse by Author of the executed version of this Agreement will have the same force and effect as the original and will constitute Author's agreement to be bound by this Agreement.

As to AuthorHouse, this Agreement will be deemed accepted by, and binding upon, AuthorHouse at such time as AuthorHouse receives confirmation that full payment from Author for the services associated with the TBM program has been received and irrevocably credited to AuthorHouse.

2. By signing on the next page you acknowledge that you have read, understand and approve the terms of the foregoing Agreement and agree to be bound by its provisions. Please sign and return this Agreement via facsimile at 0800 1974151.



authorHOUSE



Book ID:

Author ID:

The Bookseller Magazine ADVERTISING AGREEMENT SIGN-OFF

By signing on this page you acknowledge that you have read, understand and approve the terms of the foregoing Agreement and agree to be bound by its provisions.

Date: _____

Signature of Work's Author/Owner: _____

Legal Name of Author (printed): _____

Work's Title: _____

AuthorHouse Sign-off

Date: _____

Signature of AuthorHouse Employee: _____

Name of Representative (printed): _____

Copy and either mail or fax Page 3 of this document to:

**AuthorHouse
500 Avebury Boulevard
Central Milton Keynes
MK9 2BE**

Tel: (0800) 1974150

For Fastest Service Fax: (0800) 1974151