



authorHOUSE

Agreement: Booksellers Returns Programme (“The Programme”)

This Agreement is made and entered into by and between the person identified below in the “Booksellers Return Programme Agreement Sign-off Section” (“Author” or “you”) and AuthorHouse UK Ltd. (“AuthorHouse” or “we”).

You and AuthorHouse have entered into either a certain Worldwide Distribution Agreement or an Author Services Agreement (collectively referred to as the “Distribution Agreement” pertaining to the Work whose title is referenced on the signature page of this Agreement. You desire and agree to participate in the Programme with respect to such Work, all in accordance with and subject to the terms and conditions set forth in this Agreement. Capitalized terms not defined in this Agreement will have the meanings ascribed to such terms in the Distribution Agreement unless the context dictates otherwise.

Eligibility and Requirements

1. All soft cover and hard cover Works published by AuthorHouse are eligible to participate in the Programme.
2. Your Work will be returnable in the UK subject to The Work being ordered by a UK bookseller from either Gardners Wholesale, or from AuthorHouse UK on a pro forma basis, at the earliest of the following times: (a) if the Work is already available for sale at the time of your execution of this Agreement, within 35 days of receipt by AuthorHouse of the executed Agreement and payment by you to AuthorHouse; or (b) if the Work is not available for sale at the time of execution of this Agreement, within 35 days after the Work is so available, provided that AuthorHouse has received payment from you prior to that time. Your title will be designated as returnable for a period of 12 months (the “Term”).
3. A UK bookseller may purchase your Work from, or return your Work to Gardners Wholesale or AuthorHouse subject to the bookseller’s individual trading arrangements with Gardners Wholesale or AuthorHouse.
4. A Renewal Agreement is available for purchase by Author at the same time at or prior to the expiration of the Term. The price for such renewal will be established by AuthorHouse at the time of renewal.
5. Works that are returned under the Programme are the property of AuthorHouse, which will dispose of the Works in a manner which fulfills AuthorHouse’s commercial and operational needs at the time of return.
6. If AuthorHouse determines, at its discretion or for any reason, that your Work is not eligible to participate in the Programme, your sole recourse will be to receive a refund of your payment with respect to the Programme. In all other respects, you fully release AuthorHouse from any responsibility or liability to you associated with the Programme, including as to any actions or omissions on the part of AuthorHouse, Gardners Wholesale or any other third parties.
7. If Gardners Wholesale determines, at its discretion or for any reason, that your Work is not eligible to participate in the Programme, or if Gardners Wholesale chooses, at its discretion and for any reason, to end its participation in the Programme, your sole recourse will be to receive a refund of your payment with respect to the Programme. In all other respects, you fully release Gardners Wholesale from any responsibility or liability to you associated with the Programme, including as to any actions or omissions on the part of AuthorHouse, Gardners Wholesale or any other third parties.
8. AuthorHouse is unable to control or influence the individual trading arrangements or preferences of specific booksellers. Accordingly, if a specific bookseller decides, at its discretion and for any reason, not to order your Work from Gardners Wholesale or from AuthorHouse, the Booksellers Returns Programme Agreement is negated and becomes null and void in respect of that specific bookseller.
9. AuthorHouse is unable to control or influence the individual trading arrangements between Gardners Wholesale and its bookseller customers. Accordingly, if Gardners Wholesale decides, at its discretion and for any reason, not to fulfill or supply an order for your Work from a specific bookseller, the Booksellers Returns Programme Agreement is negated and becomes null and void in respect of that specific bookseller.
10. You acknowledge that the Programme does not constitute, nor should be construed, as a guarantee of sales of your Work. You acknowledge that neither AuthorHouse nor Gardners Wholesale has control or influence over the purchasing decisions of booksellers or book buyers and cannot be held liable for their independent actions or purchasing decisions.

11. You expressly acknowledge and agree that this Agreement is entered into pursuant to the Author Services Agreement Terms and Conditions, which are hereby incorporated by reference herein. Author's participation in the Programme and the performance by AuthorHouse of its obligations under this Agreement, will be deemed to constitute "Services" as defined in the Author Services Agreement Terms and Conditions, Description of Services and Services Order Form, and all of the provisions of the Author Services Agreement Terms and Conditions will apply equally to this Agreement, without limitation. Further, the provisions of the Author Services Agreement Terms and Conditions, to the extent they generally limit AuthorHouse's liability and otherwise protect AuthorHouse from liability to Author, will also apply to Gardners Wholesale, as to any claims by Author against Gardners Wholesale. Gardners Wholesale will be deemed to be a third party beneficiary of those provisions. In the event of any conflict between the terms of this Agreement and the Author Services Agreement Terms and Conditions, the Author Services Agreement Terms and Conditions will be controlling and take precedence.

12. Author will be bound by this Agreement upon sending an executed original of this Agreement to AuthorHouse at its address noted in the Author Services 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 to be accepted by, and binding upon, AuthorHouse at such time as AuthorHouse receives confirmation that full payment from Author for the services associated with the Programme has been received and irrevocably credited to AuthorHouse.

13. By signing, you acknowledge that you have read, understand, and approve the terms of this Agreement and agree to be bound by its provisions. Please sign and return the next page of this Agreement via mail or via facsimile to 0800 197 4151.



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Bookseller Return Programme Agreement Sign-Off Section

OPTION #	NAME	PRICE	CHECK & INITIAL
OPTION 1	One Year Term (12 Months)	£559	
OPTION 2	Two Year Term (24 Months)	£794	
OPTION 3	Three Year Term (36 Months)	£1,029	
		TOTAL £	_____

Payment

_____ I have enclosed a cheque or money order for the total amount due (payable to “AuthorHouse UK Ltd”).

_____ Charge my credit card for the total amount due, using the information below.

Credit Card Information: _____ Visa _____ MasterCard

Name on Card: _____

Number: _____ Expiration Date: _____

Signature: _____

Billing Address: _____

Booksellers Return Programme Agreement Sign-Off

I have read the Booksellers Return Programme Agreement. I understand and accept all its terms in full.

Author Name (printed): _____

Date: _____

Author Signature: _____

Book Title and ID: _____

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

**AuthorHouse
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For Fastest Service Fax: (0800) 1974151