

# **SERVICE AGREEMENT: STANDARD PUBLICIST “PUBLICIST SERVICES”**

You and AuthorHouse UK Ltd. have entered into a Contract pertaining to the Work whose title is referenced on the Publishing Order form and/or Services Order Form. You desire and agree to participate in The Publicist Services with respect to such Work, all in accordance with and subject to this Service Description and the overriding Terms and Contract as defined in the Authorhouse Standard Terms and Conditions.

## **I. Standard Publicist Services**

In support of Author’s efforts to promote and to sell the Work, AuthorHouse hereby agrees to provide the following publicist services to Author over a period of 30 days (collectively, the “Publicist Services”):

An AuthorHouse Publicity Specialist will contact the Author to determine the Author’s needs and interests in promoting the Work. Our representative (The Publicist) will have an initial meeting with the client for a minimum of one hour, either face-to-face or over the phone, to plan a bespoke service that is unique to the Author’s book, to decide on how the book will be marketed. This is very much a collaborative process.

This strategy will take into consideration the Author’s goals, whether that is maximizing the number of sales or increasing their profile as an Author, for example. The Publicist will identify news angles in the work, or with the Author, that the Publicist thinks will be of interest to regional, national and specialist media i.e. press, radio and television. As well as exploring these unique angles, the Publicist will recommend who in particular the Author should contact in order to publicise their work, and which approaches will work best, in the Publicist’s opinion.

The Publicist will act as the Author’s daily contact for the media. The Author will be able to pass the Publicist’s details to media people they meet, and anyone else who might have a professional interest in their book.

The Author can call the Publicist during the 30 day period to give an update on the implementation of the Author’s strategy and to ask the Publicist for any advice on any issues or possibilities that come up

AuthorHouse will provide the Author with a copy of Your Voice in Demand.

The Publicist will create a unique e-bulletin designed to the Author’s specification, which will be sent to the Author. In turn the Author can forward this as often as they like to individual contacts and the Author’s own email database; alerting colleagues, friends and family to the publication of the Author’s book. The bulletin is a flexible document that may include images of the book and/or Author, details of the book and the Author, Publicist’s contact details, ISBN, purchase price and hyperlinks to the client’s website as well as providing information from which recipients can buy the book from directly e.g. AuthorHouse, Amazon, Waterstones and Barnes & Noble.

The Publicist is also able to offer an initial appraisal of business issues that might arise with respect to the Author’s book and the marketing process. For example, points on copyright use of images and exclusivity agreements with national magazines. This does not constitute legal advice; however the Publicist can supply contacts to media lawyers and specialists if the Author needs detailed advice.

## **II. Guarantees and Requirements**

AuthorHouse will use its commercially reasonable best efforts to provide the Publicist Services. In return, Author will fully cooperate with AuthorHouse in its provision of the Publicist Services. Notwithstanding the foregoing Section I, AuthorHouse makes no guarantees or promises as to the minimum success of the Publicist Services or the amount of Work sales which may result from the Publicist Services, it being understood and agreed by Author that AuthorHouse has no control over the purchasing decisions of the media or of consumers and will not be liable to Author if the Work 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.

## **III. Remedies and Limitations**

You expressly acknowledge and agree that The Publicist Services is entered into pursuant to this Service Description and the overriding Terms and Contract as defined in the Authorhouse Standard Terms and Conditions, which are hereby incorporated by reference herein. Further, the provisions of the Terms and Contract, to the extent they generally limit AuthorHouse UK Ltd.’s liability and otherwise protect AuthorHouse UK Ltd. from liability to Author, will also apply to The Publicist, as to any claims by Author against The Publicist. The Publicist will be deemed to be a third party beneficiary of those provisions. In the event of any conflict between this Service Description and the Terms and Contract, the Terms and Contract will be controlling and take precedence.