



Co Authoring Package Agreement *"Defining Moments Publishing"*

Congratulations on making your decision to become a best selling author!

The following is a breakdown of services and tools that your investment will cover:

- 1. You will receive a personal consultation with Dean Kosage or Novalena Betancourt to help you fine tune and decide which of your Defining Moments you will be publishing in this book.**
- 2. After you have written and submitted your article we will have it professionally reviewed by our editor. Don't worry we will not make changes without speaking with you first. Our goal here is just to provide help to those who might need it and to make you look good.**
- 3. We will be providing an opportunity for all the co-authors in the book to communicate with each other and to network if you desire to participate. This also can lead to private events that will be held for our co-authors from all of our books in the future.**
- 4. You will receive one free consultation on how best to leverage your new title of suddenly becoming a "best selling author." It will shock friends and family but it is the power to open new doors to anything you are trying to accomplish that will surprise and delight you.**

Many leaders before you have learned the secret of having their reputation walk into the room before them; in your consultation you will learn some of these powerful techniques. These techniques can manifest themselves in the form of a press release', your book becoming your new business card, or even your new title on your resume' so you stand out from the crowd. It is this type of creativity that most people lack but is needed in today's current economy to create your edge and to open new doors. If additional consultations are desired they are available upon request for additional fees.

5. Most of all we want your Defining Moments experience to be a fun, collaborative and new tool to embrace and expand your current personal or business brand. It will take a goal off of your life "to do list!"

6. One Chapter of no more than 2500 words and no less than 1500 words per paying co-author.

7. Fifty (50) paperback copies of the completed book per paying co-author.

8. ISBN assignment

9. Editorial Evaluation - No matter how small or big an audience you want to reach, the editorial quality of your work matters. You've worked hard to get your manuscript written the editorial evaluation will ensure your content is the best it can be. The Editorial Evaluation is a manuscript checkup that assesses your work to be sure that it has fulfilled the basic requirements of a published

book. The editorial evaluator will not only provide us with a general overview of your manuscript, but also educate us through constructive comments on how to write a better book.

10. Marketing Evaluation – an expert in the field of personal development and business development marketing for one of the premier publishing companies will review your article and give advice on areas to target and/or ways to capture the correct audience you are hoping to attract.

11. Professional Art Direction - An art director will professionally design a cover for the book ensuring that it clearly translates the vision of the book, is appropriate for the target audience and meets industry standards.

12. Cover Copy Polish - The information on the front and back cover of your book can make or break a prospective reader's buying decision. A professional copywriting staff will review the front and back cover text and mold them into promotional copy that will get our book noticed. They will polish the text that provided, edit the hardcover flaps, back cover copy, and keynote. The copywriter will also evaluate the book's title, subtitle and any additional front cover copy provided, making professional changes or suggestions when appropriate.

13. Book Design and Page Layout

14. Preparation of Electronic Proof

15. One round of Co Authoring Proof corrections

16. Distribution – Our book will be sent out to an extensive book distribution network to get the book into the marketplace. The book will be available online through Amazon.com and/or Barnes & Noble.com (www.bn.com), and many more sites.

17. Author Support – we will be provided with limited guidance through the process of publishing the book to ensure the highest quality product.

18. Co Author Discounts – continued author discounts of 50% for purchase of printing new book.

19. Listing in Google book search

I, _____ have read, understand and fully agree that my investment of \$1500 US Dollars (there are NO REFUNDS once payment has been received) will entitle me to the items listed above for my contribution of a chapter of no more than 2500 words, meeting the guidelines listed in the Defining Moments Publishing contract.

“Defining Moments Publishing” Co authoring Contract

1. Parties

This is a publishing Agreement between the co author (“Co Author”) listed at the end of this Agreement and Defining Moments Publishing, with its principal office at 344 Paseo Pacifica, Encinitas, CA 92024, _____ (“Author”) for the WORK listed at the end of this Agreement.

2. License to Publish

(a) In Print Format

Co Author hereby grants to the Author the non exclusive, worldwide license to print, publish, distribute and sell the WORK in print form in the English language. The Co Author also grants to the Author the right to make excerpts from the WORK viewable on the Author's web site, or partner websites that have entered into agreements with the Author, in order to facilitate the sales of the WORK.

(b) Multiple Languages

Should the opportunity arise to sell or distribute the WORK in languages other than English, the Co Author hereby grants to the Author the non exclusive, worldwide license to print, publish, distribute and sell the WORK in print form in any language where sales and distribution are requested. The Co Author also grants to the Author the right to make excerpts from the WORK viewable on the Author's web site, or partner web sites that have entered into agreements with the Author, in order to facilitate the sales of the WORK.

3. Storage and Hosting

Co Author grants to the Author the right to store, use, transmit, and distribute electronic copies of the WORK as required to facilitate the printing and distribution process. This grant includes the Publisher's vendors and affiliates.

4. Other Rights

All rights not expressly granted to the Co Author are reserved to the Author.

5. Sales and Manuscript Rights

The Co Author bears the right to sell The WORK as chosen by the Co Author. The WORK is published, and therefore revenue generated through the Co Author's personal sales and distribution are the sole property of the Co Author. The ownership of the manuscript in its entirety is held by the Author. The Author has sole rights to all decisions made with publishing entities.

6. Submission Guidelines and Payment

Co Author shall adhere to all submission guidelines and payment schedule as listed below:

(a) Payment in full must be received by signing of agreement (unless otherwise notified by Author) Full payment to equal: \$1500.00 US. (There are NO REFUNDS once payment has been received)

(b) The Co Author agrees to submit, in its entirety, content of no more than 2500 words, and no less than 1500 words, written to pass editorial quality review 30 days after signing coauthor agreement date.

(c) Should the content provided by the Co Author not pass editorial review, the Co Author agrees to one of the following:

1. Consult with the Editor assigned to the WORK and take the steps necessary to improve the standard of content. This may include re writing, or paying addition editorial costs. (Please contact Author for more information)

2. Agree to working with a ghost writer to enhance the material to the standard of the remaining manuscript.

(d) Author reserves the right, in its sole discretion, by giving written notice to Co Author, not to accept a submission due to lack of quality of content. In such event, the Author will refund the unused portion of the Co Author's payment.

(e) If at any time, the Co Author is contacted in regards to proofing of the WORK, the Co Author will respond and make any corrections within seven (7) days.

(f) Co Author agrees to include all items required from list below in order to secure chapter in Defining Moments book.

Guidelines for Co Authors Chapter

1. One Chapter of no more than 2500 words and no less than 1500 words per paying co author.
2. Co Author agrees to clearly include a Defining Moment in their chapter for readers to learn from
3. Co Author will use sub headings to define new sections of chapter
4. A quote or important phrase or sentence from the content will be selected by the Co Author for

possible highlighting in layout.

5. Co Author will include a bibliography or reference section for all quotes, books, or resources sited not to exceed 100 words.

6. Co Author will supply Author with a picture, image or diagram that relates to their topic. (this item may or may not be used)

7. Co Authors biography will be no more than 100 words. Bio should include contact information for Co Author.

7. Publication

Author intends to publish the WORK within one hundred eighty (180) days after receipt of all required content and materials relating to the WORK, but in no case later than three hundred sixty five (365) days after receipt of all content and materials relating to the WORK.

8. Co Author Warranties

Co Author represents and warrants the following to the Author: (i) the Co Author is the sole author of the WORK and the sole owner of the copyright in THE WORK; and the Co Author has the full power, authority and right to enter into this Agreement and to grant the rights herein granted; (ii) the WORK is not in the public domain and is entirely original except for portions thereof for which legally effective written licenses or permissions have been secured (iii) the WORK and all rights therein are free of liens, claims, interests or rights in others of any kind; (iv) the WORK does not violate or infringe upon any personal or proprietary rights, including, without limitation, copyrights, trademark rights, trade secret rights, contract rights, privacy rights, or publicity rights of any other persons (v) all information in the submission package is accurate.

9. Indemnification

Co Author agrees to indemnify and hold harmless the Author, its AFFILIATES and any seller of the WORK from and against any losses, lost profits, damages, liabilities, judgments, awards, decrees, settlements, or expenses (including without limitation, reasonable attorney's fees and court costs) arising from, connected with or by reason of any breach or alleged breach of any of the representations and warranties set forth in Paragraph 9 above, but the Co Author shall not be liable for any matter inserted in the WORK by the Author or Publisher or its licensees. All representations, warranties and indemnities made by the Co Author herein shall survive termination of this Agreement. "AFFILIATES" means owners, shareholders, officers, directors, employees, parents, subsidiaries, affiliated companies, licensees, distributors, advertisers, Internet service providers, attorneys, and accountants and any other person or entity to whom the Author extends its representations and warranties to in connection with the production, dissemination, transmission, promotion, publication, or distribution of the WORK or the exercise of any rights therein or derived there from. In defending such claim, action or proceeding, the Author shall the right to defend with attorneys of its own selection and to settle the same and the Co Author shall fully cooperate in the defense thereof

10. Notices

All notices must be given in writing and sent by fax or overnight courier, (e.g., FedEx, UPS, Airborne Express or DHL) the Author's address and fax number specified below

11. Additional Instruments

Co Author agrees to complete and execute the author submission form attached to Author to confirm and effectuate this Agreement

12. General Provisions

This Agreement shall be governed by the laws of the State of California as a contract fully executed, without regard to conflict of laws, rules, and shall be binding upon the heirs, executors, administrators and assigns of the Co Author and upon the successor and assigns of the Author. Any assignment by the Co Author without the Author's prior written content, such consent not to be unreasonably withheld, shall be null and void. Author may assign this Agreement. If any term or

provision of this Agreement is illegal or unenforceable, then, nonetheless, this Agreement shall remain in full force and effect and such term or provision shall be deemed deleted or curtailed only to such extent as is necessary to make it legal or enforceable. No modification, amendment or waiver shall be valid or binding unless made in writing and signed by all parties hereto.

By completing the following and submitting the required materials, the Co Author agrees to all the terms and conditions in the Agreement.

By:

(Signature of Co Author)

(Date Signed)

(Printed Name of Co Author)

(Address of Co Author)

(Phone Number of Co Author)

(Email Address of Author)

(Title of Chapter/ or Content Name)

ACCEPTED AND AGREED:

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the _____ day of _____, 20__ , to become effective as of _____ , 20__ .

Co Author Signature: _____

Print Co Author Name: _____

DEFINING MOMENTS PUBLISHING, INC.

By: _____

Name: Novalena J. Betancourt, Partner

Date: _____