

**GATTO PUBLISHING**  
**STANDARD CONTRACT (FICTION)**

Gatto Publishing  
[www.gattopublishing.com](http://www.gattopublishing.com)  
[info@gattopublishing.com](mailto:info@gattopublishing.com)

P.O. Box 21524  
Stirling FK8 3YW  
Scotland



## GATTO PUBLISHING: STANDARD CONTRACT (FICTION)

**Please read this agreement carefully and thoroughly. By signing this contract, you will be deemed to have read, understood and agreed to abide by all its terms.**

*This Agreement (the "AGREEMENT") is entered into between Gatto Publishing ("GATTO"), P.O. Box 21524, Stirling, FK8 3YW, Scotland, and the author \_\_\_\_\_ ("AUTHOR"), \_\_\_\_\_ in respect of the work of fiction \_\_\_\_\_ ("NOVEL"). The AUTHOR has granted GATTO exclusive permission to publish and retail the NOVEL electronically. Accordingly, GATTO and AUTHOR agree as follows:*

- 1.1 The AUTHOR grants to GATTO unconditional permission to reproduce and distribute, whether wholly or partly, the NOVEL, either in entirety or in part for as long as the AGREEMENT remains valid.
- 1.2 The AUTHOR reserves the right to publish, in whole or part, the NOVEL through any non-electronic media without permission from GATTO and irrespective of any binding agreements with GATTO.
- 1.3 The AUTHOR agrees that the price of the NOVEL shall be within a range set by GATTO, to the nearest Pound Sterling, or such other currency as GATTO or its operators may determine. The price may be altered by GATTO at any time without explanation, although GATTO agrees that it will make every effort to ensure competitive pricing policy.
- 1.4 GATTO agrees that any price adjustments to the NOVEL shall be notified to the AUTHOR in writing within fourteen days of any such change becoming effective.
- 1.5 The AUTHOR agrees to allow GATTO to change, modify or edit the work as it deems fit.
- 1.6 The AUTHOR warrants:
  - a) that the content of any work submitted by myself, or by my agents or assignees, is entirely and without condition my own work.
  - b) that I am the sole owner of said NOVEL submitted to GATTO.
  - c) that I have obtained and that it is my sole responsibility to so obtain any copyright permission, license, agreement or otherwise required, necessary or incidental to the publication of the NOVEL submitted by me on the WEBSITE or on any such other URL as GATTO may, at its sole discretion, determine. to indemnify GATTO and any of its operators of any loss, damage, action, proceedings, judgment, suit, claim or other penalties, monetary or otherwise,

suffered or incurred as a result of my breach of any covenant or warranty herein contained.

- 1.7 The AUTHOR may at his or her sole discretion, nullify this AGREEMENT after twelve months by giving fourteen days' notice in writing.
- 1.8 GATTO agrees that, in the event of the AUTHOR choosing to nullify this AGREEMENT, the NOVEL shall be withdrawn from the WEBSITE within fourteen days of receipt of written confirmation of his or her desire to nullify the AGREEMENT. In the event of the AUTHOR choosing to nullify the AGREEMENT, GATTO will immediately act to ensure that the NOVEL is no longer sold through third-party sales channels, including partner websites and retail stores. Furthermore, GATTO agrees that no financial obligation or commitment shall be imposed upon the AUTHOR in such an event.

## **SECTION 2 - GATTO RIGHTS AND DUTIES**

- 2.1 GATTO agrees to include the name of the AUTHOR as provided in the submission of the NOVEL to GATTO. For the purposes of this clause, the name submitted by the AUTHOR to GATTO or its operators shall be taken as conclusive and the AUTHOR shall not claim, sue or in any other way take action against GATTO or its operators for the use of any name submitted for this purpose.
- 2.2 GATTO agrees that the AUTHOR may, at his or her discretion, publish or offer to publish the NOVEL in whole or part through any media that the AUTHOR deems fit, irrespective of any binding agreements with GATTO. This AGREEMENT grants non-exclusive rights to GATTO to similarly publish the NOVEL in whole or part.
- 2.3 GATTO agrees to recompense the AUTHOR with such royalty payments on retail sales of the NOVEL as per the terms and conditions outlined in Schedule A.
- 2.4 GATTO agrees not to voluntarily assign to any third party any rights belonging to the WEBSITE or the NOVEL pursuant to this agreement to part possession with the same.
- 2.5 GATTO agrees not to voluntarily disclose any private, confidential or personal information submitted to the website without the prior consent of the AUTHOR.
- 2.6 GATTO agrees that exclusive copyright of and statutory rights for the NOVEL shall remain the sole property of the AUTHOR at all times, and that GATTO has no claim to either copyright of the NOVEL or the material contained therein.
- 2.7 GATTO reserves the right not to publish, list, place on the WEBSITE and to withdraw the work from the WEBSITE or otherwise deal with any work

submitted pursuant to and under the terms of this AGREEMENT or any other agreement and signed between GATTO and the AUTHOR.

- 2.8 GATTO reserves the right to alter or remove content contained within any webpages pursuant to the NOVEL at any time without explanation.
- 2.9 GATTO agrees to process or to charge a suitable third-party to process all payments for retail sales of the NOVEL, and to ensure timely and accurate distribution of electronic versions of the NOVEL to retail customers.
- 2.10 GATTO warrants that the AUTHOR shall be given due recognition for the NOVEL and any work or works pursuant to the NOVEL.

### **SECTION 3 – WARRANTIES**

- 3.1 Both parties agree that:
  - a) this agreement may be terminated or revoked by either party giving fourteen days written notice to the other party.
  - b) this agreement is governed by all Scottish law and regulations or rules made thereunder.
  - c) GATTO and its operators reserve the right not to publish, list, place on the WEBSITE and to withdraw the NOVEL from the WEBSITE or otherwise deal with any work submitted pursuant to and under the terms of this agreement or any other agreement and signed between GATTO and the AUTHOR.
  - d) any notice required under this agreement shall be sufficient and deemed to be served or given when the notice is received by the recipient in writing by means of e-mail or any other form of written communication. The email address provided by the AUTHOR shall be conclusive and GATTO and its operators are under no responsibility to ensure its accuracy. The AUTHOR must inform GATTO and its operators of any change in his or her email address immediately.
  - e) the AUTHOR shall not be excused from abiding the terms of this agreement by virtue of any law, court order or regulation unless the AUTHOR informs GATTO or its operators immediately by giving due written notice of the same.
- 3.2 If any portion of this AGREEMENT is held invalid or void for any reason, the remaining sections and this AGREEMENT and provisions shall continue to apply as a whole in all other circumstances.
- 3.3 The AUTHOR warrants that he or she is the sole and exclusive owner of all rights, titles and interests in the NOVEL, including any and all intellectual property interests.

- 3.4 The AUTHOR further warrants that GATTO retail of the NOVEL in accordance with this AGREEMENT does not infringe the intellectual property rights of any third party.
- 3.5 The AUTHOR further warrants that he or she has the right and power to enter into the AGREEMENT and that there are no other agreements with any party in conflict with such grant.
- 3.6 GATTO warrants that it has the right and power to enter into the AGREEMENT and that there are no other agreements with any party in conflict herewith.

#### **SECTION 4 - OTHER TERMS**

- 4.1 This AGREEMENT may be modified or amended, if the amendment is made in writing and is signed by both parties.
- 4.2 The failure of either party to enforce any provision of this AGREEMENT shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this AGREEMENT.
- 4.3 This AGREEMENT shall be governed by the law of Scotland.
- 4.4 This AGREEMENT contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This AGREEMENT supersedes any prior written or oral agreements between the parties.

#### **SECTION 5 - TERMINATION OF BUSINESS ACTIVITIES**

- 5.1 In the event that GATTO is forced to terminate its business activities due to financial or other considerations, the AUTHOR will be notified in writing within thirty days of the termination of said activities.
- 5.2 The AUTHOR warrants that GATTO is indemnified against any action, proceedings, judgment, suit, claim or other penalties, monetary or otherwise, arising from the termination of business activities.

## **SCHEDULE A: ROYALTY PAYMENTS**

GATTO agrees to make royalty payments to the AUTHOR subject to the following schedule:

**EBOOK SALES:** - 40% of the list price of the novel for all direct sales (i.e. eBooks purchased and downloaded from the WEBSITE); 40% of Net Publisher Receipts for all sales through third-party retail partners. Net Publisher Receipts is calculated as the list price of the eBook less the retail margin deducted by the retailer.

GATTO agrees that royalties will be paid to the AUTHOR on a quarterly basis. Royalties will be calculated according to calendar quarters ending in June, September and December and March, and royalty payments, where applicable, will be posted within the first ten working days of the end of each quarter.

**AUTHOR TO GATTO:** \_\_\_\_\_

**GATTO TO AUTHOR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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