

## Terms & Conditions

### This form must be signed and returned with your manuscript

#### TERMS OF BOOK

Sunray Publishing, hereinafter referred to as the Company, agrees to publish an original book in accordance with information furnished on this order form. The purchaser, hereinafter referred to as the Customer, agrees to furnish all text and other material to be published in Customer's book.

**BEFORE SENDING YOUR MANUSCRIPT: be sure that your copy is FINAL EDITED. Your editor should: proofread for continuity, punctuation, flow, spelling, and general readability. These edited changes SHOULD BE MADE TO YOUR MANUSCRIPT BEFORE SENDING TO Sunray Publishing. We will typeset your book from approved programs (see TYPESETTING below)**

#### MATERIALS

Sketches, artwork, copy, press sheets and any other work **created or furnished by the Company, shall remain the exclusive property of the Company.** This work cannot be used, nor any ideas obtained from this work without written permission and compensation of the Company. The Company holds the copyright on our cover designs created by Company artists. Press sheets will be stored by the Company for 2 years.

#### TYPESETTING

Typesetting includes **flowing text from approved programs (please call) into the size format of your book. It includes setting up headers, footers, page numbers, and adding ornaments if needed. It includes a spell check, however final copy proofing is still the author's responsibility. Typesetting does not include making any text or punctuation changes. Any changes are subject to a \$3.00 per change charge.** If you require editing with changes, please see EDITING below.

#### EDITING

Editing your manuscript will be based on the Chicago Book of Style. Charges range from \$3.00 to \$5.00 per page based on the quality of the manuscript.

#### PRODUCTION

The Company assumes responsibility for scheduling and production of the books. Normal production time for books is **45 to 60 WORKING DAYS from the day after we receive a signed proof.** However, the Company reserves the right to adjust production schedules due to heavy seasonal demands, shortages, strikes, fire, energy failure, equipment breakdown, supplier or carrier delays or any other reasonable causes whatsoever. We can estimate but cannot promise or guarantee ship dates. Customer delays will alter final delivery date.

#### PROOF & CORRECTIONS

A proof will be submitted to the Customer with original copy. Corrections are to be made on this proof and signed by the customer. All changes must be communicated in writing. A cover proof is not sent if Customer provides cover film with Match Print. Negatives provided by the Customer must be usable without alterations or repair. Sunray Publishing is not responsible for any errors on the cover when the Customer submits film. Sunray Publishing cannot make adjustments to or be liable for the outcome at press if photographs or other screened artwork is submitted camera ready for the cover or text pages. The Company reserves the right to use its judgment on design of text pages and cover, if no definite instructions are given. The Company will endeavor to do its best to produce error-free books. However, material submitted by Customer or inadequate final proofing by Customer may result in errors that are not the Company's fault. The Company is not responsible for errors under the following conditions: if the work is printed per Customer's OK; if changes are communicated verbally; if Customer failed to return proof with corrections; if additional corrections are submitted after the proof has been returned; or if Customer instructed the Company to proceed without submission of a proof. The author has final responsibility for proofing. All errors, whether customer or Sunray Publishing, will stand until a reprint. If there are subsequent printings, Sunray Publishing errors will be corrected at no charge. Author changes at time of reprint may carry an additional charge. Note: After the book order has been received, the Company cannot guarantee change orders from the submitted order form. Color Proofs: Due to differences in equipment, processing, paper, inks and other conditions between color proofing and printing, a reasonable variation in color between proofs and completed job shall be acceptable. Additional Pre-Pubs beyond the final provided will be charged at \$150.00 each.

#### SHIPPING

**The Customer pays the freight on all book orders. We do not ship C.O.D. Estimated shipping costs can be requested and are to be included with final payment, due before books are scheduled for shipment. Unless otherwise noted, costs are for a single shipment, without storage.** Orders are shipped via U.P.S. or motor freight carrier (truck). The Customer may request faster service (i.e. bus, air freight, etc.). Shipping to Hawaii, Alaska will be shipped Parcel Post (Special 4th Class Book Rate). Books are not shipped outside the United States, other than the places noted above. Sunray Publishing is not responsible for misdirected packages or delays caused by the shipper. Defective books not due to shipping damage must be reported to the Company within 90 days of ship date. The Company reserves the right to repair, replace, or credit defective books. All shipments are insured with the carrier and any damage is the responsibility of the carrier, not Sunray Publishing. Any visible damage must be noted on the delivery receipt before signing and reported to the carrier immediately. The Customer must save both the damaged books and the carton(s) in which they were delivered for possible inspection by the carrier. Note: Concealed damage must be reported to the carrier within 10 days of delivery.

#### PAYMENT

Book orders with an estimate less than \$2000 require payment in full before production begins. **All other orders: 50% of the total publishing bill will be due when the manuscript and other materials are submitted to the Company. 25% will be due when the Customer returns the final proof; the final 25% plus the shipping costs and overrun/underrun charges will be due before the books are scheduled for shipment.** All accounts over 30 days will be considered over-due and will be charged 1.5% interest per month (18% per annum) and a \$200.00/month storage fee. If collection services are necessary to collect overdue accounts, the Customer is liable for any such fees incurred. All prices are based on payment in U.S. Currency. Note: As is customary in the printing trade, all orders are subject to a 10 percent overrun and underrun factor and will be shipped, invoiced and billed accordingly. Under no circumstances are books to be returned without the Company's written approval. Sunray Publishing reserves the right to dispose of books and materials if order is not paid in full within one year from completion date of order.

#### CONDITIONS

**This book order form is a binding contract between the Company and the Customer; no other statements or oral agreements are binding.** Cancellations after this order form is received will still hold the Customer responsible for costs incurred by the Company concerning actual preparation and/or production on order. In the event of unusual customer delay, the Company reserves the right to bill for work completed. We reserve the right to accept or reject all order applications and manuscripts (including camera-ready or those needing typesetting). The Company's name, address and phone number will be included in every book produced unless specified differently by the customer (on the copyright page).

#### INDEMNIFICATION

The Customer shall indemnify and hold harmless the Company from any and all loss, cost, expense and damages on account of any and all manner of claims, demands, actions and proceedings. The customer shall hold harmless the Company any grounds alleging that the said printing violates any copyright or any proprietary right of any person, or that it contains any manner that is libelous or scandalous, or invades any person's right to privacy or other personal rights. The Customer agrees to, at the Customer's own expense, promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against the Company, provided that the Company shall promptly notify the Customer with respect thereto, and provided further that the Company shall give to the Customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof. Any legal action arising and taken against the Company must be filed exclusively in Stearns County, Minnesota.

I have read the terms and conditions and authorize Sunray Publishing to print my book in accordance with the information on the order form.

Self-publisher signature \_\_\_\_\_

Self-publisher name (print) \_\_\_\_\_

Date: \_\_\_\_\_

please sign and return one copy to Sunray Publishing