

(A Sample Letter of Agreement for book and cover design)

(Sample) Letter of Agreement

19 September 2011

John Doe,
850 Eighth Avenue West,
Vancouver, BC V1X 1X1

Dear Mr. Doe,

Thank you for considering my services.

Project Details

- To design and prepare your memoir manuscript for printing.
- To create an index.
- To ensure that the manuscript is printed and bound in book form.

This Letter of Agreement is divided into four portions.

1. Overview of the design and printing process.
2. Explanation of the book designer's services and fees.
3. Explanation of the printer's services and fees
4. Explanation of my services and fees.

1. Overview of the design and printing process

A typical book design process follows these steps.

- The manuscript text is finalised. You gather all photos, documents, and other memorabilia (images) that you wish to include in the book. You also decide if you wish to use any third party photos or documents that may require permissions.
- You work with me to prepare captions for material to be added.
- You decide on the size and format of the book as well as the type of cover, text paper, and binding. You have the opportunity to view other books for ideas.

- The designer prepares three versions of a sample chapter, using different layout design and font styles. You choose one. We make any other decisions concerning book design.
- I designate where each photo and image should appear in the manuscript.
- The designer scans the photos and images and prepares a first design draft (page proofs) of the book.
- You review the draft, noting corrections, additions, or deletions that you wish to make.
- The designer makes the changes and presents you with a second draft. You review it again for any changes.
- The designer makes any requested changes. I proofread the page proofs and you receive a final copy of the book design, ready to go to press.
- I prepare a back cover blurb, an author photo, and arrange testimonials for the back cover.
- After receiving input from you, the designer prepares a first draft of a front and back cover and spine. You have two opportunities to review these and request changes.
- I obtain an ISBN for the book.
- Upon request, the designer prepares an index for the book. You have two opportunities to review it and request changes.
- You give final approval of the book and we send it to the printers.
- The printer sends you a print proof of the book and cover. you review it and give the printer permission to print the book.
- The books are shipped to the address of your choosing.

2. The book designer's services and fees

I have contracted with Bill Glasgow to design the book and cover and to create an index. He will invoice you directly for his services.

Mr. Glasgow's services will include:

- Creating a book style for text pages. He will provide you with three different page and font styles to choose from.
- Scanning, retouching, and cropping of all photos and documents to be used in the book. Placing them in the manuscript.
- If necessary, one visit to your residence to take photos.
- Creating a full-colour cover, back cover, and spine design.
- Providing you with two drafts of book design page proofs to review and approve. Making any changes and additions you request.
- Upon request, creating an index for the book once it is designed.
- Coordinating as necessary with the printer.
- Designing a full colour 8.5 x 11 inch colour poster advertising the book launch.

Note: You have two opportunities to review the page proofs and make changes. If you require a third draft, you will be invoiced for this extra work at an hourly rate of \$45.00.

Note: It is understood and agreed upon that the manuscript text will be finalised *before* the book design begins. If you make discretionary (non-essential) changes to the manuscript text *after* the book has been designed, both I and Mr. Glasgow will invoice you at our hourly rate for the time we spend making these difficult and time-consuming changes. Examples of discretionary changes would include changing the word “lovely” to “beautiful,” or adding content to the narrative. Errors in spelling, grammar, and punctuation will be corrected free of charge.

Mr. Glasgow’s fees

1. Book design — text pages.\$9.00 per page.
(For example, if the book is 250 pages, his design fee will be \$2,250.00)
2. Front and back cover, spine design (fixed fee).....\$300.00
3. Index (fixed fee).....\$400.00

3. The printer’s services and fees

I have contracted with _____ Printers to print and bind the book. They will invoice you separately for their services.

Book Specifications

Size: 9 inches by 6 inches. Binding along the 9 inch side.

Cover: Soft cover, printed full color on one side on 10pt C1S. Laminated.

Text paper: #60 book offset.

Number of Pages: Approximately 256.

Proofs: Printer will provide one complete set of content proofs (printer’s proofs) for you to approve. One contract colour proof of the cover. (They provide you with a complete copy of the book to look at and approve before they print it.)

Finishing: Perfect Bound.

Shipping: Four business days. One bulk shipment by regular carrier. Additional charges for power tailgate, residential, or inside delivery.

Printing Schedule: If all goes well, you will receive the printed books three – four weeks after the printer receives the print files from Mr. Glasgow.

Printer’s fees

Until we know the precise page count we cannot determine a firm price.

The estimated cost, based on the specifications above, is:

Qty: 50 Price: \$689

Qty: 150 Price: \$1097

Qty: 200 Price: \$1391

Shipping is invoiced at actual cost.

4. My Services — Project Management (lifewriters.ca)

My services will include:

- Acting as project manager; coordinating and liaising with the printer, designer, and you.
- Unlimited consultation with you via telephone, email or fax during business hours.
- Up to fifteen hours of meetings at your residence.
- Helping you choose photos and memorabilia from your personal collection and writing the captions for them. Developing a style guide for the captions.
- Positioning the photos and memorabilia in the body of the manuscript.
- Researching and trying to obtain permissions for third party photos and articles.
- Ensuring that all photos and visual elements have appropriate credits.
- Assisting you in writing a preface.
- Helping you arrange for someone to write a foreword (if necessary)
- Making any changes you request (photos, captions, and images) to two sets of page proofs.
- Obtaining an ISBN and possibly Canadian Cataloguing in Publication Data.
- Developing a credit and copyright page and an acknowledgement page.
- Developing, writing, and editing the back cover blurbs.
- Providing a colour photo of you for the back cover.
- Providing a copy of the manuscript to individuals who wish to read it and offer a testimonial or write a foreword.
- Proofreading the final page proofs just before they go to press. This will include:
 - checking the proofs against previous copies for discrepancies.
 - verifying that all amendments have been made.
 - confirming that all the captions are error-free.
 - confirming appropriate wordbreaks at ends of lines, and accurate cross-referencing.
 - verifying that the format and layout are consistent.
 - compiling a list of corrections for the designer. Once these are made, checking them in the revised proof.
- Reviewing the print proofs from the printers.
- Providing ten 8.5 x 11 colour posters promoting your book launch.

My Fee: \$3,860.00

This fee includes:

- Minor expenses. Unlimited long distance telephone calls, Canada Post overnight couriers, and mail.
- All services described under “4. My services will include.”

This fee does not include:

- Travel time / expenses to your residence in excess of five visits. Should additional visits be necessary, I will invoice you \$125.00 per round trip for travel time / expenses.
- Licensing fees for photos that you agree to purchase for use in the book. You will pay the cost price for these.

Additional services

- Any additional services will be invoiced at \$45.00 per hour, unless otherwise agreed. I will always ask your permission before beginning. There will be no surprises.
- All supplementary expenses will be invoiced monthly.

This fee is firm. It will not change unless you change a significant aspect of the project. The only variables are the number of pages in the book and the number of copies printed.

Schedule of Payment

1. Design. Mr Glasgow will receive 33% of his estimated fee in advance (\$750.00), 33% upon delivery of the first book design draft, and the remainder one week after you have approved the print proofs and the book has gone to press.

2. Printing, Binding, and Shipping. You must pay them a 50% advance when they first receive your files, and the remainder after you approve the print proofs and the book is being printed.

3. Project management (lifewriters.ca). My policy, like that of many editors for this type of project, is to receive a 50% advance before I start work (in this case, \$1,930.00).

One week after you approve the printer's proofs and the book has gone to press, I will send you an invoice for the remaining amount, payable net 30 days.

Please read the **Terms and Conditions** on page 6.

If everything meets with your approval, please initial each page of this Letter of Agreement, sign the form on page 8 of this letter and return it to me with a cheque for \$1,930.00. This enables me to begin work.

I look forward to working with you on this project. If you have any questions, please let me know.

(signed) Philip Sherwood
Owner, lifewriters.ca

Lifewriters.ca Terms and Conditions

Purchase Order

A signed Letter of Agreement and advance payment is required before I start work.

Changes

If changes are necessary, I will complete them promptly and at no additional cost. This is **providing** that they are assigned within 90 days of your receipt of the book design drafts (page proofs) and are not based on a significant change in the project that is made **after** I submit the proofs.

Expenses

You will not be charged for any minor, out-of-pocket expenses. If a chargeable expense is necessary, I will notify you in advance for approval and then invoice you monthly.

Invoicing

I will send an invoice one week after your approval of the print proofs, payable net 30 days. Any amounts due which are not paid within 30 days shall be subject to a late payment charge of 1.5% and shall thereafter bear interest at a rate of 18% per annum until paid in full.

Cancellation

At any time you have the right to terminate the agreement or put the project on hold, upon one week written notice to me. In such an event, you will compensate me and Bill Glasgow for hours worked on the project through the time and date of cancellation, plus any out-of-pocket expenses that we have incurred. Compensation is based on the following scale:

- 10% of the quoted fee if you have signed a Letter of Agreement with me, but we have not started work.
- 40% of the quoted fee if we have started work, but not submitted a first draft of the book design (page proofs) to you.
- 75% of the quoted fee if we have submitted a first draft of galley proofs to you.
- 90% of the quoted fee if we have submitted a second draft of galley proofs to you.

It is understood and agreed upon that if, due to any action or inaction on your part, the project is delayed for ninety days or more, the project will be deemed to be on hold. (For example, you do not correct and return a draft copy, or you do not approve the final draft.) Bill Glasgow and I will then invoice you for any outstanding fees.

In case of cancellation by either party, upon full payment of applicable invoice, Bill Glasgow and I will furnish you with all files and materials in our possession that pertain in any way to this project.

Errors and Omissions

Bill Glasgow and I will make every effort to ensure that the page proofs are free of omissions and errors — including errors in spelling and content — but cannot warrant this. Please review the page proofs and print proofs thoroughly before committing them to production.

Computer Viruses

I use a current version of Microsoft Essentials antivirus and scan all files before sending copy by email, CD, or disc. Although this has proven effective, I cannot guarantee files will be virus-free.

Copyright

I acknowledge that you, the client, are the sole author of the manuscript and the sole owner of the copyright. I have no claim to the copyright. My collaboration in this project is as an independent contractor who has agreed to work for you on a fee-for-service basis. The copyright for any creative concepts and copy that I develop shall be automatically transferred to you upon full payment of applicable invoice.

Indemnity

You shall hold me harmless against any third party claims anywhere in the world, including third party claims arising from copyright infringement and libel, which result in any way from your use of my writing services and counsel on this project. I agree to work with your legal advisor to ensure that copy complies with applicable laws and regulations.

Commercial Publication and Royalties

Philip Sherwood acknowledges that the work credited pursuant to this contract is a "work for hire" created within the scope of his employment as an independent contractor and that you, the client, are to be considered the "author" for the purpose of copyright. The book created pursuant to the terms of this Letter of Agreement is intended to be privately published for the use of you and your friends. Philip Sherwood as editor and collaborator has agreed to work on a fee-for-service basis.

Notwithstanding this fee for hire arrangement, if the manuscript is published and sold commercially, either in print, film, or electronic media, Philip Sherwood shall be entitled to, and you agree to pay, 5% of any royalties that you receive, and 5% of any advance on royalties, and 5% of any and all revenues resulting from any secondary or subsidiary rights granted in the manuscript.

Authorization

Project: To design and publish your memoir manuscript in book form.

Client: John Doe, 850 Eighth Avenue West, Vancouver B.C.

Fee: \$ 3,860.00. Design, book cover design, index, printing, binding, and shipping costs **are additional**, as explained on pages 2 and 3. The respective vendors will invoice you separately for their services.

(Please complete the portion below, initial each page of this Letter of Agreement, and return it along with a cheque for \$1,930.00. Retain a copy of this letter for your records.)

Philip,

I agree with your terms in your Letter of Agreement of 19 September, 2011. I authorize you to proceed with this project for the above-quoted fee. Please find a cheque enclosed for \$1,930.00, which represents a 50 % advance for the services outlined.

Name (please print) _____

Signature _____

Date _____