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SERVICES AND DISTRIBUTION AGREEMENT

This Agreement Form incorporates all additional terms and conditions stipulated in the service orders, receipts, communications from Us, as well as our Privacy Policy, Legal Notice, Content Guidelines, submission and approval forms, and the terms of use governing our websites and the You Center (collectively, the "Agreement"). This Agreement governs all services provided by Us while this Agreement is active, including any actions incidental to the fulfillment of the Services or other responsibilities under this Agreement or applicable law.

RIGHTS

You retain all rights to and/or ownership of Your book. Pen Culture Solutions holds no rights to and/or ownership of Your book. You acknowledge that Pen Culture Solutions' services function as a provider of services, which include but are not limited to book sales, online availability, distribution, and printing. Furthermore, we acknowledge that we do not have the right to review or correct the content of your book unless specified by You. YOU (AND/OR THE PERSONS YOU ARE EXCLUSIVELY AUTHORIZED TO REPRESENT IN THIS AGREEMENT) WILL REMAIN THE SOLE AND EXCLUSIVE OWNER(S) OF ALL RIGHT, TITLE, AND INTEREST, INCLUDING COPYRIGHT, IN AND TO YOUR MANUSCRIPT.

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NON-EXCLUSIVE CONTRACT

This Agreement is non-exclusive. You retain the right to enter into similar agreements with other parties while this Agreement is in effect. Pen Culture Solutions does not have exclusive rights to the provision of services related to your book. The rights and services outlined in this Agreement do not prohibit You from seeking and obtaining similar services from other entities, or from independently selling, distributing, or marketing Your book. However, obligations and responsibilities defined within this Agreement, while it is active, are to be met independently of any other contracts or agreements You may have.

ROYALTIES

Royalties will be paid to You on all sales of the Work, EXCEPT: (a) sales of used copies of the Work; (b) sales of the Work to Yourself; and (c) copies of the Work given to any person or entity free of charge. You shall receive One hundred percent (100%) of the difference of the Suggested Retail Price less promotional discounts, distribution discounts, and sales taxes, for each sale of the individual Work in audio, print, and electronic book format through any distribution channel. This clause is not applicable if you have not published your book with Pen Culture Solutions.

SHIPPING & HANDLING

The cost of complimentary books and print materials included in Pen Culture Solutions packages is covered, but You are responsible for shipping and handling charges.

TERMINATION OF WORK

Pen Culture Solutions extends refunds under the following specific circumstances upon the termination of the Agreement:

- In the event of a breach of contract on Our part,
- If the Agreement is terminated post-submission of the manuscript but prior to the conclusion of the interior design phase,
- If the Agreement is ended before the commencement of a purchased marketing service.

Please be aware that once the interior design phase is completed, the book is published, or the purchased marketing service has been initiated, no refunds will be given, regardless of the timing of the Agreement's signing. This policy stands firm due to the investments of resources and time made by Pen Culture Solutions.

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Pen Culture Solutions 3680 Wilshire Blvd, Ste P04 -1336, Los Angeles, CA 90010

Author's Name	
Phone Number	
Email Address	
Book Title	
Address	
Service(s)	
Amount paid	
Full Payment Installment	
Total Cost	
Balance	

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REFUNDS & CHARGEBACKS

The following stipulations apply in the event of Agreement termination:

- A refund of 75% of the paid amount, minus a \$75 processing fee, will be given if the Agreement is terminated following the submission of materials but prior to the start of the design stage.

- A refund of 50% of the paid amount, minus a \$75 processing fee, will be given if the Agreement is terminated after the initiation of the design stage but before its completion.

Once the design stage has been completed or the book has been published, no refunds will be provided due to the substantial time and resources Pen Culture Solutions has invested.

If a chargeback is attempted following the publication of the book, you agree that Pen Culture Solutions retains the right to continue distributing the book and collecting ensuing royalties until the full amount spent by the company to complete the project has been recouped. Dissatisfaction, personal judgement, or changes of mind post-publication do not warrant a valid reason for a refund or chargeback.

You are required to strictly adhere to the submission guidelines and process provided by Pen Culture Solutions. Failure to do so may result in additional costs or delays.

For Marketing Services, you are entitled to a 50% refund of the paid amount after this agreement is signed. However, no refund will be offered if the agreement is terminated after the commencement or fulfillment of services.

Your eligibility for a refund will be void if you fail to provide the necessary materials for publishing your book within three months from the date of the service order. We do not offer refunds for costs related to pre- and post-publication services, such as copyediting, book sales, and corrections. Additionally, no refunds are available for the publication of second and subsequent editions of your book. A refund will also be denied in the event that we terminate the publication of your work due to a breach of contract on your part.

Please note that refund processing will occur within 30 days from the date of the request, with the refund amount credited directly to your bank account.

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COMPLETE AGREEMENT

This document serves as the comprehensive and exclusive agreement between Pen Culture Solutions and you. Both parties acknowledge that the electronic signatures included in this Agreement serve to validate this writing and hold the same legal weight as traditional signatures. This Agreement does not establish any form of agency, partnership, joint venture, employment, or fiduciary relationship between the parties, and neither party has the authority to contract for or bind the other in any capacity.

By signing below, you affirm that you have read, comprehended, and agree to abide by the terms set out in this Agreement.

I HAVE READ, I UNDERSTAND, AND I AGREE TO COMPLY WITH THE CONTENT GUIDELINES, AS WELL AS APPLICABLE LAWS AND REGULATIONS. I HAVE ALSO READ, I UNDERSTAND, AND I AGREE TO THE TERMS SET FORTH IN THIS SERVICES AGREEMENT.

* If You are executing this Agreement electronically, please select "Approve" and click the "Submit" button to agree to the terms and conditions. If you are executing this Agreement manually and you accept the terms of conditions, please enter the "Date" and sign in the blank space next to "Author Acceptance" and return to Us by mail or fax.