



Iguana Books  
Reinventing Publishing  
Centre for Social Innovation  
720 Bathurst Street, Suite 303  
Toronto, ON M5S 2R4  
416.214.0760

## BOOK CONTRACT

Revised April 13, 2023

This contract is written in plain language. Although we encourage you to have it reviewed by a lawyer as you would with any contract, please do not have your lawyer rewrite it in traditional legalese. That rather misses the point of using plain language, which is to make the contract easy for everyone to understand.

In this contract, “they” can be singular or plural.

Throughout this contract, you will be asked to choose among various options. For each option you wish to select, do so by **initialling** the line beside that option.

### 1. The Basics

This contract is between [insert your full legal name] \_\_\_\_\_ (“Author”) and Iguana Books (“Iguana”).

Author’s name or pseudonym as it is to appear in the book: \_\_\_\_\_.

Title of book \_\_\_\_\_ (the “Book”). If the Book’s name changes (as often happens during the production process), that will not in any way change the terms of this contract or invalidate the contract.

Author’s harmonized sales tax (HST) status or goods and services tax (GST) status. (We need to know whether we must add tax to payments we send you.)

Please check one option:

Author is a Canadian resident or citizen and is registered to collect HST/GST.

HST/GST number is: \_\_\_\_\_

Author is a Canadian resident or citizen and does not have an HST/GST number.

Author is not a Canadian resident or citizen.

### 2. Prepublication Costs

Prepublication costs include all costs for producing the Book, such as editing, interior design, cover design, and ebook conversion. These steps take place before the Book is published (i.e., before it is available for sale). Iguana’s price quote for prepublication costs: \_\_\_\_\_

Please check one option:

The Author will pay for the quoted prepublication costs for the Book before Iguana’s work on the Book begins.

Prepublication costs will be covered by crowdfunding (see Appendix 2).

A third party will pay for the quoted prepublication costs for the Book before Iguana’s work on the Book begins.

Prepublication costs will be covered by presales or a bulk purchase.

**Other books**

Please check one option:

This contract applies only to the Book named above.

This contract applies to the Book named above and all other books that the Author submits to Iguana, unless the Author requests, in writing, that a new contract be signed for a new book.

Choosing the second option does not force the Author to use Iguana to publish other books, nor does it force Iguana to publish other books. If the Author submits other books to Iguana and has chosen the second option above, this contract will apply to those books if Iguana chooses to publish them. (“Submit” in this context means sending Iguana a manuscript as an electronic file and agreeing to pay, either directly or through crowdfunding, the fee that Iguana quotes to produce and distribute the book.) The Author can opt out of this contract for other books simply by not submitting those books to Iguana.

Exception

The Author can specifically request that a new contract be signed for a new book if:

- the Author wants to use a different method than the one chosen above to cover prepublication costs for the new book, or
- the new book has different existing restrictions on its rights than those listed for the Book in the “Agency and Rights” section of this contract.

Any future contract signed for future books will not affect this contract or how it applies to the Book named above or to any books we publish before the date of that contract. (If this is a new contract for a new book, this contract does not affect how the Author’s existing contract with Iguana applies to the Author’s existing books published by Iguana.)

**3. Agency**

**Agent**

Please check one option:

The Author is not represented by an agent for this book.

The Author’s agent is:

Agent’s name: \_\_\_\_\_

Agency: \_\_\_\_\_

Agent’s address: \_\_\_\_\_

Agent’s phone number: \_\_\_\_\_

If an agent is named in this section, all royalties will be paid directly to that agent.

An Author who signs with an agent after signing this contract must let Iguana know of the agency arrangement within 30 days if it is intended to affect this book, and Iguana will deal directly with that agent from then on. Iguana is not responsible if new agency arrangements are not disclosed, so please do let us know.

### **Existing contracts**

Please check one option:

The Author guarantees that no existing contracts restrict the use of the copyright on the Book.

Existing contracts restrict the rights available for the Book.

Please list existing contracts here and attach a copy of each existing contract:

---

---

---

## **4. Rights**

### **Copyright**

The Author retains all copyright on the Book. Iguana will ensure that the Author is identified as the copyright holder in all Iguana editions of the Book as well as sublicensed editions.

The copyright page will include the following notice: "All rights reserved. No part of this publication may be reproduced, stored in a retrieval system or transmitted, in any form or by any means, electronic, mechanical, recording or otherwise (except brief passages for purposes of review) without the prior permission of the author or a licence from The Canadian Copyright Licensing Agency (Access Copyright). For an Access Copyright licence, visit [www.accesscopyright.ca](http://www.accesscopyright.ca) or call toll free to 1-800-893-5777."

### **Granting of rights**

Iguana never acquires the copyright to your book. Rather, in this contract you grant Iguana the right to produce and distribute versions of your Book.

Note that Iguana's distribution is worldwide, which is not negotiable, because our contracts with our distributors are all worldwide.

Unless otherwise specified here, these rights are for the English-language version of the book.

In the following table, please choose YES or NO to indicate which rights you are granting Iguana.

Right		YES	NO	
Paperback print books	Choose yes to grant Iguana the right to print and distribute paperback copies of the Book.			Choose no if you wish to retain all paperback print book rights.
Hardcover print books	Choose yes to grant Iguana the right to print and distribute hardcover copies of the Book.			Choose no if you wish to retain all hardcover print book rights.
Print book returns	Choose yes to grant Iguana the right to make print books returnable by traditional bookstores. (See also Section 11 on royalties.) The fee for any book returned will be subtracted from royalties payable at the rate the store paid for the book. In the unlikely event that the fee for returns is more than the royalties payable, the author will reimburse Iguana the fee for returns.			Choose no if you do not wish to accept returns on print books.
ebooks (ePub format)	Choose yes to grant Iguana the right to distribute your book on ebook platforms, such as Kindle, Apple, Kobo, and Nook.			Choose no if you wish to retain the right to distribute your book on ebook platforms, such as Kindle, Apple, Kobo, and Nook.
Audiobooks; human narrator	Choose yes if you want Iguana to produce and distribute human-narrated audiobooks.			Choose no if you wish to retain your human-narrated audiobook rights.
Audiobooks; AI narrator	Choose yes if you want to allow the production of AI-narrated audiobooks and their distribution on Apple's audiobook platform.			Choose no if you wish to retain your AI-narrated audiobook rights.

## Marketing of subsidiary rights

Please select any rights that you would like Iguana to attempt to market on your behalf. Note that it will still be your choice whether to sign or otherwise accept any agreements Iguana negotiates on your behalf. **If you have an agent, please consult the agent before selecting any of these options.**

Iguana must forward to the Author any expressions of interest it receives regarding any subsidiary rights. The Author retains all subsidiary rights.

Please check all that apply to your Book:

**Foreign-language print book rights.** Iguana would attempt to sell publishers the right to translate the Book into languages other than English, and the right to print and distribute the translated books. Author's share: 50%. Iguana's share: 50%.

**Foreign-language ebook rights.** Iguana would attempt to sell publishers the ebook rights for foreign language editions of the Book. Author's share: 85%. Iguana's share: 15%.

**Publication of selections** in anthologies, textbooks, and other publications. This includes permissions fees for publishing excerpts of over 100 words in any context. Author's share: 50%. Iguana's share: 50%.

**Movie, television, game, radio, any other video, and any future technology** representation of the Book, in any language, in any medium, on any planet, in whole or in part. Author's share: 50%. Iguana's share: 50%.

**Merchandising rights:** the right to use portions of the Book and the names or characters in the Book, or the Author's name or likeness, in connection with advertising or the manufacture or distribution of any product or service. Author's share: 50%. Iguana's share: 50%.

## 5. Author's Responsibilities

1. The Author guarantees they wrote the Book.
2. The Author guarantees they own the copyright to the Book.
3. The Author guarantees the Book is not encumbered by existing contracts, other than those described under "Existing contracts" above.
4. The Author guarantees the Book:
  - a. does not break any laws;
  - b. does not infringe on anyone's rights in any way;
  - c. is original and is not based on any other book;
  - d. is not libellous; and
  - e. (for non-fiction) is truthful and accurate, based on reasonable research.
5. The Author guarantees they have full power to enter into this Agreement.
6. The Author guarantees they have permission in writing to use:
  - a. photographs, illustrations, and other graphical matter in the Book (except for material the Author created);
  - b. quoted song lyrics, regardless of length; and

- c. any other quoted material that is over 100 words.  
[The permission in writing must cover all of the editions of the Book that you have selected in “Rights” (above). It must not restrict the number of copies that can be sold.]
7. The Author retains full copyright in the Book and agrees to indemnify Iguana against any claim, demand, suit or proceeding, or expense of any nature arising out of anything contained in the Book.
  8. The Author agrees to remove any previous version of the Book from electronic distribution.
  9. The Author will allow Iguana to use the Author’s name (or pseudonym), Author-supplied photographs, video excerpts, and biographical information to market the Book.

## **6. Iguana’s Responsibilities**

1. Where relevant, Iguana will provide the Author with a firm price for the prepublication costs in advance.
2. Iguana will edit and design the Book to professional standards and prepare files for various currently dominant ebook and print and audiobook formats, depending on which rights have been selected in Rights (above).
3. If Iguana does not perform the work described in subsection 6.2 within one year of the Author authorizing commencement of work on the Book, the Author can request a full refund of any fees paid to Iguana. This condition does not apply if the delays have been caused by the Author.
4. Iguana does not under any circumstances ever pay advances.
5. Iguana will make the Book available for sale through online and electronic booksellers where Iguana has such established relationships in place.
6. Iguana will collect revenues from sales and report on sales to the Author and agent at least semi-annually, unless the amount accrued is zero.
7. Iguana will pay royalties semi-annually, as long as at least C\$50 of unpaid royalties have accrued.
8. Iguana will send the Author a copy of the ebook file for the Book for each ebook edition Iguana publishes. Iguana will also send the Author a copy of the audiobook file for the book, normally as an MP3 file, if Iguana publishes an audiobook edition. If Iguana publishes print editions of the Book, Iguana will send the Author one print copy of each print edition.

## **7. Mutual Responsibilities**

1. The Author and Iguana will work together to make the Book as good as it can be.
2. The Author and Iguana will make the editorial process as smooth as possible. Iguana will provide the Author with a copy of the edited manuscript to check. The Author will answer all editorial queries and will not unreasonably object to editorial changes.
3. The Author and Iguana will consult on the cover design, and Iguana will send cover roughs to the Author (and the Author’s agent, if applicable) for comment. As much as possible, Iguana and the Author will try to agree on a cover that both parties like. In the case of a dispute, Iguana chooses the final cover.
4. Iguana’s process for formatting print book pages is based on predesigned templates, and Iguana will not normally change any elements of the design upon an author’s request. The costs incurred for any changes to the templates will be charged back to the Author.

## **8. Marketing**

Iguana normally puts each title on the Iguana website, setting up specific pages for the Author and the Book. We do what we can to get word of the Book out to the public, but the Book will need the Author to be working to market it. Beyond those basics, this contract does not include marketing.

Additional marketing services are available, for an additional fee.

## **9. Book Pricing**

Iguana is bound by agreements with some bookstores in regard to pricing, and in some cases may have little or no price-setting flexibility.

**Pricing of ebooks and audiobooks:** Iguana tries to set the price for each ebook at the point that is likely to maximize sales revenue for that book (rather than maximizing the number of copies sold).

**Pricing of print books:** the price we charge for print books is usually based on the printing cost for that book, and may change if the printing cost rises or falls, and as exchange rates fluctuate.

Iguana welcomes the Author's input on what price to charge. But Iguana has final authority on pricing matters.

## **10. Bulk Orders**

Author may order copies of print books through Iguana. Those books will be priced at a 55% discount to the cover price. The discounted price is subject to all applicable taxes. The price does not include shipping. The minimum order will be one carton of books, and the number of books in a carton varies, depending on how many pages are in the book. No royalty is paid on books ordered in this way.

## **11. Royalties**

### **Royalties on ebooks and audiobooks**

Where the Author, a third party, or crowdfunding has paid for the Book's preproduction costs, Iguana pays 85% royalties on the net proceeds of sales of ebooks and audiobooks. That is, the Author gets 85% of any revenue Iguana gets from the sale of the ebook or audiobook without deduction of any kind.

### **Royalties on print books**

Iguana pays a 10% royalty on print books (which is equal to 50% of net proceeds). The royalty is calculated as a percentage of the cover price of the book, not the sale price.

### **Returned books**

When a bookstore returns a book, they are refunded the amount they paid for the book. Iguana will pay for that refund from the royalties payable to the author. If the cost of returns is more than the royalties payable, the author will reimburse Iguana the fee for returns.

## 12. Samples and Promotions

1. For websites that show a portion of the Book's contents to readers, Iguana will limit such free samples to no more than 5% of the content of the Book wherever possible. (Some websites, such as booksellers' sites, set their own minimums for sample content, requiring a full chapter or a minimum word count. Iguana has no means of overriding those minimums.)
2. Iguana is allowed to send out as many review copies of the Book as it sees fit. Iguana normally sends out ebooks to reviewers. Where appropriate, Iguana will send out print review copies, even if Iguana has only the right to sell ebook editions of the Book.
3. Any fees for submission of the Book for awards will be covered by the Author, except in cases where Iguana decides to submit the Book for an award.
4. If the Author and Iguana agree on a royalty payable for bulk or promotional sales, Iguana may sell bulk or promotional sales of the book at a discount.
5. Where Iguana gives away copies of the Book for review or other promotional purposes, the Author is not paid a royalty for those copies.

## 13. Ending This Contract

1. Once the Book has been published, the Author can end this contract at any time by giving three months' written notice. The Author can end the contract with less than three months' notice by paying a C\$500 administration fee.
2. Iguana can end this contract at any time with no notice. (That practice sounds unfair, but we need the right to take the Book off the market immediately if a lawsuit or other problem requires us to do so.)
3. **Low sales.** This contract will remain in force until the Book in all of its forms generates sales totalling less than C\$375 in a calendar year. If total sales of the Book and all associated products fall below that threshold, either party has the option to terminate the contract by giving one month's written notice. (This arbitrary-sounding number is based on the cost of keeping the book in the distribution system for a year.) If this contract covers more than one book, the C\$375 threshold in this section applies individually to each book, so that the contract's provisions can be cancelled for any book that falls below the threshold, while the contract remains in force for books whose sales are above the threshold.
4. **Non-payment.** The Author can terminate the contract if Iguana doesn't pay the royalties due, if the royalties due are above the minimum payment threshold of C\$50. If royalties aren't paid, the Author can make written demand for payment, and if no monies are forthcoming within 60 days, the author can cancel this agreement.
5. **Bankruptcy.** If Iguana goes bankrupt, the contract terminates and all rights revert to the Author automatically.

### What happens when the contract terminates?

On termination of the contract, all rights revert automatically to the Author. If either party ends the contract, all royalties or fees owing by one party to the other must be paid within 180 days after the date the contract ends.

If Iguana ends the contract, Iguana will send the Author copies of all files needed to produce future editions of the Book and copies of all permissions documents that might be needed for future editions.



If the Author ends the contract, Iguana will send those files and permissions documents upon payment by the Author of a C\$500 administration fee.

## **14. Governing Law**

This contract is deemed to have been entered into in the Province of Ontario, Canada, and shall be interpreted according to the laws of Ontario and of Canada. The parties, by signing the contract, consent to have any disputes about the contract settled under the jurisdiction of, and in the courts of, Ontario.

## **15. Succession**

This contract is binding on all parties and on their heirs, administrators, and successors. Either party can assign the contract in any way they wish.

This contract, along with the quote for prepublication costs, constitutes the entire agreement of the parties relating to the subject matter addressed in this contract. This contract supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this contract, whether oral or written.

## **16. Confidentiality**

This contract is always available on Iguana's website. We consider any financial arrangements, the options the Author has chosen, and the Author's contact information to be confidential, but all other aspects of the form of this contract are completely public.

Signed

\_\_\_\_\_  
Author

\_\_\_\_\_  
Date

Signed

\_\_\_\_\_  
Cheryl Hawley, Publisher, Iguana Books

\_\_\_\_\_  
Date

## Appendix 1: Author Details

Please complete and return with your contract. This is the basic information we need to get started working with you.

First Name:

Last Name:

Pseudonym (if applicable):

Date of Contract Signing:

Email Address:

Home Phone:

Cell Phone:

Work Phone:

Mailing Address:

Billing Address: (if billing address is the same as mailing address, please check this box )

**Agent:** (if applicable)

Name:

Phone and email:

---

For Iguana use

Client number:

Contract version / specifics: **July 4, 2023**

Title:

Release date:

Marketing:

Editing:

## **Appendix 2: Crowdfunding**

Authors can choose to crowdfund prepublication costs. If the Author chooses this option, responsibilities are outlined as follows:

### **Iguana's responsibilities**

1. Iguana must provide the Author with a detailed budget, representing the services necessary to create the Book to Iguana standards. This includes an estimate of the crowdfunding fees (Iguana's set-up charge, the crowdfunding site's commission, and the estimated cost of rewards). The estimated cost of rewards includes both the cost of books and shipping of all reward books to the Author. The Author may choose to add additional budget to cover other reward items, like printing and mailing postcards or bookmarks. This budget (plus any extra services the Author opts for) comprises the crowdfunding goal.
2. Iguana will provide the Author with a minimum goal. This represents the minimum funds necessary to pay for the prepublication costs of the Book.
3. Iguana will provide a Crowdfunding Guide and edit campaign materials created by the Author.
4. Although Iguana will endeavour to support the crowdfunding campaign over social media channels, Iguana is not liable for marketing the campaign or for its success or failure.
5. All monies raised during the campaign will be sent directly to Iguana. If the Author has added third-party services to the budget AND the campaign reaches its goal, Iguana will send the Author the monies allocated to third-party services within 30 days of the end of the campaign.
6. If the crowdfunding campaign does not bring in the required minimum goal, Iguana has the option of cancelling this contract. All monies raised will be returned to supporters, and the Book will not be published.
7. If the crowdfunding campaign exceeds its goal, extra funds will be forwarded to the Author within 30 days of the end of the campaign.

### **Author's responsibilities**

1. The Author may add third-party services, such as marketing, to the budget.
2. By choosing crowdfunding, the Author is not liable for prepublication costs. All expenses will be covered by the proceeds of the crowdfunding campaign (if the crowdfunding meets its minimum target).
3. The Author will create all campaign materials.
4. The Author will endeavour to market the crowdfunding campaign to their network.
5. If the crowdfunding campaign does not bring in the required minimum goal, the Author has the option of making up the shortfall.
6. Authors are responsible for shipping rewards for fulfillment.
7. If the crowdfunding campaign brings in extra funds, the Author has the right to choose how these are used.

## **Crowdfunding Sites**

The Author can choose which crowdfunding site they would like to use.

## **Disclosure**

PubLaunch.com is being developed as a crowdfunding site for books, and we expect that it will be used by some Iguana authors. Although Iguana operates as a separate entity, it is partially owned by the same people as own PubLaunch.com.

Signed

\_\_\_\_\_  
Author

\_\_\_\_\_  
Date

Signed

\_\_\_\_\_  
Cheryl Hawley, Publisher, Iguana Books

\_\_\_\_\_  
Date