

Contract For Audio Book

Agreement between Good Impressions Audio Books (hereafter “GIAB”) and _____ (please print your name) (hereafter “Client”) regarding _____ (please print the name of your book). IT IS AGREED AS FOLLOWS:

BASIC PACKAGE

First, and foremost, you warrant that you hold the rights to your book and that you have not sold, transferred or given away the rights to your book.

1. Client will provide GIAB with a word count of your manuscript and GIAB will give you an estimate of the cost to produce your audio book. (Our estimate is based on a formula that takes into account the average number of “mistakes” someone will make while recording. Our estimates are usually quite close to the actual price when recordings are completed.)
2. Upon receipt of the estimate, Client will pay a partial payment of \$299 to GIAB, at which point GIAB will instruct Client how to view information regarding techniques to create the best quality audio book. Client will record the manuscript following those directions.
3. GIAB will conduct up to a half-hour telephone conversation to determine whether Client’s reading skills are satisfactory. In the event challenges arise, GIAB will work with you to resolve them. If GIAB concludes, in its sole discretion, that we can not create a good quality audio book, GIAB will refund Client’s partial payment entirely and this agreement will be deemed terminated. Otherwise GIAB will ship you its recording equipment.
4. If Client chooses to use GIAB’s voice talent to record the book, Client agrees to pay GIAB for that service at the rate of \$175 per hour times the completed length of the audio book.
5. If Client does not use GIAB’s voice talent, upon receipt of the recording equipment, Client will record five-minutes of reading and then send GIAB the chip in a padded envelope GIAB will provide. GIAB will evaluate the recording and provide additional directions if necessary. Client should not start recording the book until GIAB has evaluated the test and communicated with you about it.
6. If Client should make a mistake or pause longer than intended during recording, simply hit the table top three times. This helps GIAB to locate edit points.

7. GIAB will provide email and telephone support during the entire process of recording. Email questions to published@myaudiobook.org or call 360 225-9080.
8. If Client decides not to continue with recording the book, GIAB will refund \$199 of the \$299 down payment upon return of the equipment and this agreement will be deemed terminated.
9. When recording is complete, Client will ship the recording equipment back to GIAB. GIAB will then calculate the total cost based on the actual time of the recording registered on the equipment. Client will then pay the balance due, calculated by subtracting the \$299 partial payment from the actual total charge. Client will pay this balance within 15 days of billing.
10. Client is responsible to return the recording equipment without damage, and agrees to pay GIAB the lost value of the equipment if it is lost, stolen, otherwise not returned, or damaged.
11. When GIAB has completed the audio corrections and the enhancing of Client's audio book, GIAB will send Client a CD with MP3 files. GIAB will ship the CD within twenty-one days of receiving payment in full.
12. Client will then listen to the entire book. If there are mistakes GIAB missed, GIAB will correct them at no additional cost. If Client wishes to re-record any segments there will be additional charges.
13. When Client is satisfied with the audio book, GIAB will provide Client with the master CD with MP3 files and GIAB will also keep a safety copy in its files.
14. GIAB suggests if Client has other books that Client record an additional segment promoting them and mentioning writing awards Client has received. If Client already offers books for sale Client should mention where they are available.
15. Client continues to own the completed version of the book. Client does not give up any rights to the audio book to GIAB.
16. The parties agree that any legal action arising out of or related to this agreement will be brought only in Clark County Superior Court, State of Washington, and each party hereby consents to jurisdiction and venue in that court.
17. The prevailing party in any legal action arising out of or related to this agreement shall be entitled to recover from the other party reasonable attorney fees as set by the court.

18. There is a minimum fee of \$499 for the above services.

19. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, GIAB MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, CLIENT AGREES THAT GIAB SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, AND THAT GIAB'S POTENTIAL LIABILITY IS LIMITED TO THE PRICE PAID BY CLIENT TO GIAB UNDER THIS AGREEMENT.

ENHANCED PACKAGE OPTION

Enhanced package option includes all of the above, plus the items below.

GIAB will create a page on its website, www.myaudiobook.org, for Client's audio book GIAB will post a photo of Client on the page, along with a biography of Client, a brief description of the audio book, and an audio sample of the book. GIAB will arrange for customers to purchase the audio book via Paypal through the website as well.

Client will determine the price of the audio book. Paypal takes approximately 4.4% of each sale. Quarterly GIAB will subtract the Paypal fee from the sales price of each of Client's audio books sold, along with a \$3.00 fee from each book sold, and pay Client the net balance.

GIAB will provide Client with questions for an interview to be posted on *Writers Web Spotlight* and BlogTalkRadio.

If desired, Client may select music for the open and close of each chapter from eight different selections.

Client may also create a video trailer for the book. As long as it meets GIAB's quality criteria, GIAB will post it on Client's page on GIAB's website. Upon request, GIAB will provide advice on how to record a video trailer. GIAB has professional video equipment that Client is free to rent.

GIAB suggests that Client offer the first chapter or some portion of the audio recording free so potential buyers can preview the audio book.

GIAB will provide you with a number of promotional and publicity ideas.

GIAB will maintain www.myaudiobook.org in good working order and add new audio books as quickly as possible.

The minimum fee for the Enhanced Package Option is \$899 which includes all of the above, plus all the elements of the basic package.

Client recognizes that GIAB provides webhosting for Client's audio book but that GIAB is not a marketing company and will not promote the audio book other than the fact that people coming to the website will see it offered for sale.

GIAB is continuing to contact authors, writers groups, publishers, literary agents and intellectual property attorneys to add more books to its audio book library. There is always the possibility a publisher or literary agent will discover your audio book on www.myaudiobook.org.

Good Impressions Audio Book

Client

date

Please make a copy of this agreement after signing it for your files and mail the original back to GIAB at 616 Sommerset Rd, Woodland, WA 98674 along with your partial payment of \$299.