

## **BOOKSELLERS RETURN PROGRAM AGREEMENT**

This Agreement is made and entered into by and between the person identified below in the “Booksellers Return Program Agreement Sign-off Section” (“Author” or “you”) and Author Solutions, Inc., d/b/a Colen Publishing (“Colen Publishing” or “we”). The parties acknowledge that Colen Publishing has agreed to provide authors of Colen Publishing with the opportunity to participate in the Booksellers Return Program described below (the “Program”). You and Colen Publishing have entered into either a certain Worldwide Distribution Agreement or an Author Services Agreement (collectively referred to as the “Distribution Agreement”) pertaining to the Work whose title is referenced on the signature page of this Agreement. You desire and agree to participate in the Program with respect to such Work, all in accordance with and subject to the terms and conditions set forth in this Agreement. Capitalized terms not defined in this Agreement will have the meanings ascribed to such terms in the Distribution Agreement unless the context dictates otherwise.

### Eligibility and Requirements

1. All soft cover and hard cover Works published by Colen Publishing are eligible to participate in the Program.
2. Your Works will be listed by Colen Publishing as returnable with the Ingram Book Company distribution network via its Title Information Database at the earliest of the following times: (a) if the Work is already available for sale at the time of your execution of this Agreement, within 35 days of receipt by Colen Publishing of the executed Agreement and payment by you to Colen Publishing; or (b) if the Work is not available for sale at the time of execution of this Agreement, within 35 days after the Work is so available, provided that Colen Publishing has received payment from you prior to that time. Your title will appear as returnable on the Ingram Title Information Database for a period of 12 months (the “Term”).
3. Colen Publishing will also make every commercially reasonable effort to have the Work listed as returnable with other major wholesalers, including Baker & Taylor, for a maximum time equal to the Term.
4. A bookseller may return your Works purchased during the Term for a period of up to six months after purchase of Work.
5. A Renewal Agreement is available for purchase by Author at the same time at or prior to the expiration of the Term. The price for such renewal will be established by Colen Publishing at the time of renewal.
6. Works that are returned under the Program are the property of Colen Publishing, which will sell the Works to Author, a wholesaler or mass merchandiser. Author is granted first rights to purchase Author’s Works at a discounted price which is determined by Colen Publishing solely in its discretion. The discount price will depend on the original retail price of the Work. When a return is received, a representative of Colen Publishing will contact Author directly (by email or phone) to ask whether he/she is interested in repurchasing the Work. As a convenience, Author may request that the repurchased Work be sent to a secondary address. Author will be required to pay shipping charges on Works Author repurchases from Colen Publishing. Author may also contact Colen Publishing directly regarding the repurchase of their Works at Colen Publishing 19745 Blossom Lane Grosse Pointe Woods, MI 48236
7. If, for any reason, either Colen Publishing or Colen Publishing determines your Work is not eligible to participate in the Program, your sole recourse will be to receive a refund of your payment with respect to the Program. In all other respects, you fully release Colen Publishing from any responsibility or liability to you associated with the Program, including as to any actions or omissions on the part of Colen Publishing or other third parties.
8. You acknowledge that the Program does not constitute, nor should be construed, as a guarantee of Work sales. You acknowledge that Colen Publishing has control over the purchasing decisions of booksellers or book buyers and cannot be held liable for their actions.
9. You expressly acknowledge and agree that this Agreement is entered into pursuant to the Distribution Agreement, the terms and conditions of which are hereby incorporated by reference herein. Author’s participation in the Program and the performance by Colen Publishing and Colen Publishing of their obligations under this Agreement will be deemed to constitute “Services” as defined in the Distribution Agreement and all of the provisions of the Distribution Agreement will apply equally to this Agreement, including, specifically, without limitation, the provisions of Sections 2 (pertaining to representations of Author), 3 (pertaining to limitations of liability), 4 (pertaining to indemnification and legal disclaimers), 6 (pertaining to limitation of remedies), 7 (pertaining to breach of default and termination), 9 (pertaining to waiver), 10 (pertaining to force majeure) and 13 (pertaining to governing law, arbitration and jurisdiction). Further, the provisions of the Distribution Agreement, to the extent they

generally limit Colen Publishing's liability and otherwise protect Colen Publishing from liability to Author, will also apply to Colen Publishing as to any claims by Author against Colen Publishing.

Colen Publishing will be deemed to be a third party beneficiary of those provisions. In the event of any conflict between the terms of this Agreement and the Distribution Agreement, the terms of the Distribution Agreement will be controlling and take precedence.

10. Author will be bound by this Agreement upon sending an executed original of this Agreement to Colen Publishing at its address noted in the Distribution Agreement. Alternatively, facsimile or electronic transmission to Colen Publishing by Author of the executed version of this Agreement will have the same force and effect as the original and will constitute Author's agreement to be bound by this Agreement. As to Colen Publishing, this Agreement will be deemed to be accepted by, and binding upon, Colen Publishing at such time as Colen Publishing receives confirmation that full payment from Author for the services associated with the Program has been received and irrevocably credited to Colen Publishing.

11. By signing, you acknowledge that you have read, understand, and approve the terms of this Agreement and agree to be bound by its provisions. Please sign and return this Agreement via mail or email [recolen@Colen Publishing.com](mailto:recolen@Colen Publishing.com).

### **Bookseller Return Program Agreement Sign-Off Section**

#### **OPTION # NAME PRICE CHECK & INITIALISHING**

**OPTION 1 One Year Term (12 Months) \$699**

**OPTION 2 Two Year Term (24 Months) \$999**

**OPTION 3 Three Year Term (36 Months) \$1299**

**TOTAL \$ \_\_\_\_\_**

#### **Payment**

\_\_\_\_\_ I have enclosed a check or money order for the total amount due (payable to "Colen Publishing").

\_\_\_\_\_ Charge my credit card for the total amount due, using the information below.

**Credit Card Information:** \_\_\_\_\_ Visa \_\_\_\_\_ MasterCard \_\_\_\_\_ Discover \_\_\_\_\_ American Express

**Name on Card:** \_\_\_\_\_ Card

**Number:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Billing Address:**

\_\_\_\_\_

#### **Booksellers Return Agreement Sign-Off**

**I have read the Booksellers Return Program Agreement. I understand and accept all its terms in full.**

**Author Name (printed):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Author Signature:**

\_\_\_\_\_

**Book Title and**

**ID:** \_\_\_\_\_

**Copy and either mail or fax page 2 of this document to:**

**Colen Publishing**

**19745 Blossom Lane**

**Grosse Pointe Woods, MI 48236**