

### Rainbow Room Publishing Retainer Agreement

[Date]

Author's Name:  
Author's Address (Street)  
(City, State & Zip):

1. **Identification of the Parties, and Definition of Terms:**

This agreement is made between Rainbow Room Publishing (“Publisher”) and \_\_\_\_\_ (“Author”).

\_\_\_\_\_ shall be referred to as “the Manuscript”  
(Insert Current Title of Work)

2. **Specific Responsibilities of Publisher:**

Publisher shall assist Author with:

Reviewing Manuscript for possible publication. Estimating production costs for Manuscript publication including: copy editing, interior layout design, e-book conversion, book cover graphic design, distribution and printing set up as well as any other services agreed upon by both parties.

**NO PORTION OF THE AUTHOR'S ORIGINAL MANUSCRIPT SHALL BE USED FOR COMMERCIAL PURPOSES BY THE PUBLISHER, ANY AFFILIATED PARTIES, OR CORPORATE ENTITIES PRIOR TO CONTRACT SIGNING BY BOTH PARTIES AND PAYMENT FOR SERVICES HAVE BEEN RECEIVED FROM AUTHOR BY PUBLISHER FOR PUBLICATION.**

**NO PORTION OF THE AUTHOR'S ORIGINAL MANUSCRIPT SHALL SHARED BY THE PUBLISHER OR ANY AFFILIATED PARTIES, OR CORPORATE ENTITIES PRIOR TO CONTRACT SIGNING BY BOTH PARTIES AND PAYMENT FOR SERVICES HAVE BEEN RECEIVED FROM AUTHOR BY PUBLISHER FOR PUBLICATION.**

3. **Specific Responsibilities of Author:**

Upon entering into this agreement, Author attests to their sole ownership and authorship of the Manuscript and commercial rights of use. Author assumes any and all legal and financial responsibility for any disputes over the ownership and/or authorship of the Manuscript.

Legally documented disputes over the ownership and/or authorship of the Manuscript may delay or terminate the production, post-production, sell, distribution and marketing of the Manuscript and/or the intended or resulting Literary Work in all forms and editions by Publisher without reimbursement of fees paid for services effective the date of legally documented dispute.

4. **Retainer Fees, Payment, and Terms:** Author agrees to electronically submit a retainer fee via mutually agreed upon electronic banking option in the amount of one hundred dollars (\$100) upon electronic submission of signed Retainer Agreement as well as accompanying Manuscript.

Retainer fee shall be held by Publisher for estimated copyright, ISBN, and barcode processing in the event that both parties agree to move forward contractually and financially with the publication of the accompanying Manuscript for no more than thirty (30) calendar days.

Retainer fee shall be returned at one hundred percent (100%) by Publisher to Author under the following conditions:

- Publisher declines the task of publishing the Manuscript at any point prior to entering into Publishing Contract with Author.
- Publisher fails to complete review of the Manuscript including written or electronic notification to Author regarding Manuscript's selection or denial for publication by Publisher.

Retainer fee shall be returned at fifty percent (50%) by Publisher to Author under the following conditions:

- Author submits a hand-written or electronic request for a refund prior to the end of thirty (30) calendar days from entering into this agreement.

**All refunds of Retainer Fee shall be made in one full payment by Publisher to Author via the original mutually agreed upon electronic banking option within (10) business days.**

5. **Miscellaneous:**

- (a) This agreement contains the entire agreement between Author and Publisher. This agreement may be modified only by subsequent written agreement between the Author and Publisher.
- (b) This agreement shall apply to any additional or subsequent matters that Publisher agrees to undertake on behalf of the Author unless the parties agree in writing to some different arrangement.

In agreement to the above-mentioned terms the Author and Publisher sign below:

**Applicable Law**

This contract shall be governed by the laws of the State of Illinois in Cook County and any applicable Federal Law.

\_\_\_\_\_  
Signature of the Author

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Rainbow Room Publishing Representative

\_\_\_\_\_  
Date