

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Agreement" or "Settlement Agreement") is made this      Day of      2010, by and between PublishAmerica, LLLP ("Publisher"), and      ("Author") who shall collectively be identified as the "Parties" herein.

### **RECITALS**

WHEREAS, Publisher and Author entered into a contract whereby Publisher agreed to publish Author's book,      (the "Work"), according to the      agreement ("Publishing Contract").

WHEREAS, all parties are desirous of terminating the Publishing Contract.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **1. Release**

In consideration of the agreements and covenants contained herein, Author, on behalf of himself and his assigns, heirs, administrators, executors, trustees, agents, and representatives, hereby fully and forever releases, remises, acquits and discharges Publisher and its predecessors, successors, assigns, affiliates, trustees, directors, officers, employees, partners, attorneys, and agents from any and all claims, demands, liabilities, actions or causes of action of any kind or character, at law or in equity, whether known or unknown, accrued or not, present or future, in connection with, arising out of or in any way involving the Contract including any pre-contract representations.

#### **2. Transfer of Publication Rights and Release of Publication Obligations**

Upon Author's compliance with his obligations in paragraph 3 herein, all terms of the Publishing Contract except the forum selection provisions are deemed terminated and of no further force or effect. All rights to publish, sell or export, or cause to be published, sold or exported, the Work, including but not limited to print or book publication, motion picture, film, video, television and/or any other electronic or computer video medium are deemed released and revert back to Author. Publisher is deemed released from all of its obligations under the Publishing Contract (or any other duty implied by law), including the obligation to manufacture, market, advertise or distribute the Work. Author is deemed released from all of his obligations under the Publishing Contract. Publisher shall not be liable to Author for sales of copies of the Book which were printed prior to the termination of the publication rights or resales of books printed and sold by PA prior to such termination.

### **3. Confidentiality and Non-Disparagement Provision**

Author agrees that he, his agents, attorneys, employees or family members will only represent that the relationship between Author and Publisher was "dissolved amicably" and will not disparage Publisher in any manner whatsoever, or host, maintain and/or post a message to any Internet web sites and/or message boards in which the content disparages or mentions Publisher in any manner whatsoever; Author will also remove any messages posted by him on the Internet or in any other forum concerning Publisher.

Author acknowledges that the breach of this provision will give rise to irreparable injury to the Company inadequately compensable in damages. Accordingly, the Company may seek and obtain injunctive relief against the breach or threatened breach of the

undertakings set forth herein, in addition to any other remedies, in law or in equity, which may be available. Author acknowledges and agrees that the covenants and undertakings contained herein are necessary for the protection of the Company's legitimate business interest and are reasonable in scope and content. If Publisher successfully enforces this Confidentiality and Non-Disparagement Provision, it shall be entitled to recover its attorneys' fees; furthermore, if Author breaches this provision, the Book rights returned to the Author herein shall revert back to the Publisher immediately upon the breach.

#### **4. Entire Contract**

This Agreement constitutes the entire understanding of the parties hereto, and they shall not be bound by any terms, covenants, conditions or representations not expressly contained in this Agreement.

#### **5. Modifications Only By A Writing**

Any modification, novation, waiver or amendment of any of the terms of this Agreement shall not be effective unless in writing and signed by the parties. A failure of a party to insist upon the strict performance of any provision of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment of right to insist upon strict compliance with such provision in the future.

#### **6. No Admission of Liability**

The parties understand and agree that nothing in this Agreement shall be construed or taken as an admission of liability on the part of any of the Parties.

#### **7. Counterparts**

This Agreement may be signed in counterparts.

#### **8. Governing Law**

This Agreement shall be construed according to the internal laws (and not the law of conflicts) of the State of Maryland, regardless of the domicile of any party.

**9. Reliance**

The parties further agree and understand that this Agreement is made without reliance upon any statement or representation by the parties or their representatives, which is not contained herein, the making of any such statements or representations being specifically denied.

**10. Headings**

Any headings preceding the text of any of the paragraphs in this Agreement are inserted solely for convenience of reference and do not constitute a part of the Agreement, nor shall they affect the meaning, construction or effect of any of the paragraphs of the Agreement.

**11. Gender**

Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice versa, where appropriate.

Dated: \_\_\_\_\_

**PUBLISHAMERICA, LLLP**

By: \_\_\_\_\_  
~~authorized representative~~

Dated: \_\_\_\_\_

**AUTHOR**

By: \_\_\_\_\_