

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

