

Audio Book Royalty Distribution Agreement

This agreement is between Kemah Bay Marketing LLC (Kemah Bay), doing business at 12824 Willow Centre, Suite E, Houston, Texas 77066 and _____ (author), doing business at: _____.

Overview:

The author owns the digital audio rights to certain work (titles). The author wishes to utilize the services provided by the company Audible Inc, and their service, The ACX Marketplace, as outlined at www.ACX.com. Kemah Bay agrees to act in the sole capacity of uploading the author's digital files, collecting royalties earned by the author's title(s), processing those royalties, and transferring 90% to the author. Kemah Bay will retain a 10% commission for services provided. The author is responsible for the cost associated with funds transfer.

In order to qualify for distribution through Kemah Bay, the following items are required for each title to be published as an audio book:

- The title must already be published on an Amazon retail site, or an Amazon affiliate in either paperback or electronic book media.
- The author and publisher must match the publicly displayed information on Amazon. This is to protect the right's holder from infringement, fraud, or other abuse of their intellectual property.

The author is responsible for:

1. The creation of digital media files that are compliant with ACX standards (<https://www.acx.com/help/acx-audio-submission-requirements/201456300>) for any title to be published.
2. A cover, blurb, and other information/files required to publish an audio book on the Audible/Amazon platform.
3. Any tax or legal considerations required by governmental agencies at the author's location.
4. The author agrees to provide Kemah Bay with necessary tax information if requested by the Internal Revenue Service (USA).

Kemah Bay is responsible for:

1. Uploading the provided files and information for the title to ACX.
2. Providing support in the form of communications and guidance through the publishing process on ACX.
3. Transferring all due (90%) royalty amounts via the PayPal within 5 business days of receipt by Kemah Bay.
4. Providing phone and email support during normal business periods, (M-F) 9:00 am through 5:00 pm CST.
5. Providing author with copies of detailed earning's statements as provided by www.acx.com.
6. Providing author with any correspondence from ACX regarding their title(s), including quality control issues, copyright issues, or other matters regarding technical support or changes to published standards.

Additional:

- Author retains all rights to their intellectual property (title(s)).
- Kemah Bay's entire scope of liability is limited to the royalty earned by the author's title(s) as paid by ACX.
- This agreement is valid for five years from the date of the author's last published work being available on audible.com.
- All parties agree to settle disputes via arbitration if normal support remedies fail.

Author's Payment Method:

Paypal Address: _____

Author

Kemah Bay

_____ on _____ on _____

Author's contact Email: _____