

**AUDIOBOOK CONTRACT**

This is a legal and binding contract between *ShelteringTree.Earth, LLC*, represented by Evelyn Rainey as producer of the Audiobook, with Diane Everett, published author of the written version of the audiobook. All parties affirm by signature the understanding and agreement of all terms and conditions listed below; in reference to the contributions of the aforesaid AUTHOR, and the usage, payment, recording, and editorial rights of *ShelteringTree.Earth, LLC* toward said material.

**TERMS**

**Working Title of Audiobook:** ***Rise Dove Awakened***

**Specifications**:

TENTATIVE date of first publishing: August 1, 2025

Audiobook **ISBN** to be assigned for English

**Rights Being Purchased:**

International Audiobook, Distribution Rights of English language

**Payment to be Received by Author:**

40% of net royalties for Audiobook, paid every three months.

**Intended Deadline for Completion of Contracted Material:** completed when book was published

**CONDITIONS**

1. AUTHOR agrees that all materials accepted by *ShelteringTree.Earth, LLC* are not under contract for AUDIOBOOK publication by another party.
2. It is agreed by both parties that *ShelteringTree.Earth, LLC* has the current AUDIOBOOK distribution rights of the title listed above.
   1. After TWELVE years (April 17, 2037) the AUTHOR has the right to review the contract and decide if they want to continue the agreement or have ALL rights reverted back to the AUTHOR, and AUTHOR may discontinue the unlimited audiobook editions *ShelteringTree.Earth, LLC* produces.
3. *ShelteringTree.Earth, LLC* reserves the right to exclude the Discussion Guide Questions from the Audiobook.
4. *ShelteringTree.Earth, LLC* agrees to develop and publish material within the guidelines of terms.
   1. The audiobook unit will consist of one CD with label including the ISBN, one clamshell with label and spine, and the embedded MP3 version.
   2. FORCE MAJEURE It shall not be deemed a breach of this Agreement if production is delayed or impossible due to fire, flood, war, terror attack, tornado, pandemic, or other unforeseeable circumstance that is beyond the control of the party who failed to complete the project.
5. Author Copies
   1. The Author will receive 2 copies of the finished product within one month of initial publication at no cost to the Author. These audiobooks and the corresponding shipping and handling are free to the Author from the Publishing House.
   2. The Author may purchase twenty (20) or more additional copies from the Publisher at a discount of fifty percent (50%) from the retail list price (audiobook copies), plus shipping/handling for the legal term of copyright. The Author will not earn royalties for the audiobooks she/he purchases utilizing the 50% discount.
   3. The Author may purchase as many audiobook copies from the Publisher at a discount of twenty percent (20%) from the retail list price, plus shipping/handling for the legal term of copyright. The Author will earn royalties for the books she/he purchases utilizing the 20% discount.
   4. The Author may purchase discounted author copies as often and in as many quantities as he/she desires for the duration of the contract, but the Author is not required to make any such purchases.
6. The Author shall receive accounting statements from the Publisher the first week of every third month, and annually (1099-Misc) on the third week of January.
7. The Author is authorized and encouraged to set up book signing events and other marketing promotions for this project.
8. In the event that material for which this contract is concerned should be reproduced in matching format by an agency other than *ShelteringTree.Earth, LLC,* for any reason, i.e.: as any as yet unspecified format, mass market paperback, foreign language of audiobook, or movie/DVD editions, AUTHOR agrees to pay *ShelteringTree.Earth, LLC* **2.5%** of all money contracted and agreed upon by AUTHOR with new publisher/enterprise after agency commission *in perpetuity*. This money is due 30 days upon AUTHOR’s receipt of money.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, without regard to its conflict of laws principles. Each party agrees to submit to the exclusive jurisdiction of the courts located in Florida for the resolution of any disputes arising out of or relating to this Agreement.
10. This Agreement cannot be modified except by written agreement signed by AUTHOR and by *ShelteringTree.Earth, LLC*.

DATE: April 18, 2025

Full name and address of AUTHOR:

Diane Everett 1280 S. Orange Blossom Cir. Bartow, FL 33830

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AUTHOR’S signature

Full name and address of PUBLISHER:

*ShelteringTree.Earth, LLC* PO Box 973 Eagle Lake, FL 33839 863.209.2550

X Evelyn Rainey *ShelteringTree.Earth, LLC*’s Representative