

## **SUBMISSION WAIVER LETTER**

Dear Author:

Thank you for your interest in submitting your manuscript to **Svelte Books (SB)** for publication consideration. For legal reasons however we require a signed written agreement as regards the evaluation of a potential acquisition, prior to reviewing the submission. Accordingly, your submission will only be accepted and reviewed if accompanied by a signed copy of this letter.

Further, SB routinely receives manuscript for potential publication from numerous sources, and our Submissions Department is responsible for managing incoming works as well as soliciting and procuring additional viable manuscript. Oftentimes the manuscripts submitted from authors resemble one another or have overlapping themes. Thus, to avoid any misunderstanding about the origin of any property, SB must have a clear agreement that its evaluation of any submission is not being deemed to impose any confidential or fiduciary relationship on SB and that it is not creating any obligation on SB's part with respect to its consideration or exploration of any manuscript.

Accordingly, if you would like Svelte Books to consider your submission, it will only do so under the following express conditions:

1. In consideration of SB reviewing your manuscript and any accompanying materials, you hereby release SB, together with its officers, directors, employees and agents, from and against any and all liability in connection with the use or disclosure of your manuscript or material, or any portion thereof, except such liability as may result pursuant to the copyright laws of the United States, other than as set forth in paragraph 8 below.
2. It is expressly understood and agreed that your manuscript is submitted voluntarily, and that no obligation or relationship of trust or confidence between you and SB, either express or implied, exists or is to be assumed by SB with respect to your manuscript or any materials submitted with it. SB shall have no obligation to use or consider your submission or to treat it as confidential.
3. If, upon evaluation, SB determines that your manuscript is of interest to the company, we may enter into a subsequent written agreement with you. However, SB shall have no obligation to compensate you for, or with respect to, your manuscript submitted in the absence of an express written agreement specifying the nature of such compensation.
4. It is expressly understood and agreed that the fact that SB is accepting the submission of your manuscript shall in no way constitute an admission by the company that your manuscript, or any constituent ideas or elements thereof, are novel, useful, non-obvious or original.
5. You represent that all aspects of your manuscript are your own original thoughts, ideas and intellectual property and by no means, plagiarized or copied from other works or individuals.
6. You represent and warrant that you have the right and authority to submit your manuscript and/or any materials included with it without the consent of any other party.

**SUBMISSION WAIVER LETTER**

7. You represent and warrant that you have not developed your manuscript with, or obtained any aspect of it from, any employee, agent or representative of SB.

8. If any part of your manuscript is the subject of any copyright, trademark or patent registrations or applications, you have included copies of such registrations or applications herewith.

9. In the event that there should be any disagreement about your submission to SB, or any claim of any sort by you concerning SB's alleged use of your manuscript or any constituent elements of it, your exclusive remedy shall be an action for copyright infringement brought in the United States District Court for the Northern District of Texas. In the event that you believe you have a right to assert any claim concerning or arising out of your submission, you will give SB written notice at least 30 days in advance of filing any action, and any action must be filed within 90 days of your acquiring knowledge of the facts leading you to believe that you have such a claim. Failure to adhere to this timetable shall be deemed an express and irrevocable waiver of your right to assert such a claim. To the extent, if any, that your claim is based on non-copyrightable intellectual property alleged to be yours, it is expressly agreed that the value of such non-copyrightable material shall not exceed a maximum of \$500. The prevailing party in any such litigation shall be entitled to an award of all reasonable attorneys' fees. Any such action shall be governed by Texas law.

Your execution of this agreement constitutes your express acceptance of the terms set forth above.

Accepted and agreed to:

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Manuscript Title)

Date: \_\_\_\_\_