

Books In Back Bookstore Service Agreement

This Books In Back Bookstore Service Agreement (the "Agreement") dated this _____ day of _____, 20____, is between _____ herein referred to as "Customer", and Books In Back Bookstore, herein referred to as "Service Provider".

Service Provider has agreed to provide services to the Customer on the terms and conditions set forth in this Agreement. Customer is of the opinion that Service Provider has the proper and necessary qualifications, experience, and abilities to provide said services to Customer.

Therefore, in consideration of the matters described above, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider agree as follows:

1. **Scope of Work**

The Service Provider is to provide the Customer with the following services (the "Services"): Books In Back Bookstore will sell Customer's three (3) books in its bricks and mortar store located in Lakeview, Michigan 48850.

If Customer purchases additional services for \$34 per year, Customer will receive advertising on two of the Books In Back's websites located at www.lakeviewtimes.com and www.authorsgreen.com for one year and will also have a scanable E Book Code so Customer's E Book can be purchased directly from the brick and mortar store.

If Customer's books do not sell in one (1) year, Books In Back will

- Either donate them to the Tamarack District Library and/or other local libraries, or
- If Customer sends shipping fees, Books In Back will return the books to the Customer.

Customer will receive 90% (ninety percent) commission on each of Customer's books sold.

2. **Terms of Agreement**

This Agreement will begin on _____, 2019, and will remain in full force and effect until the completion of the Services. This Agreement may be extended by mutual written agreement of both parties.

3. **Termination**

If either party seeks termination of this Agreement, the terminating party must provide a 30 (thirty) day written notice to the other party.

4. **Compensation**

The Customer will provide compensation to the Service Provider of \$34 per year for the full services rendered by the Service Provider as required by this Agreement. For the E-Book only service, the charge will be \$12 per year. Compensation must be payable at the beginning of the service.

5. **Independent Contractor**

The Service Provider is acting as an independent contractor in providing the Services under this Agreement and not as an employee. The parties concur this Agreement does not constitute a joint venture or a partnership between the Service Provider and the Customer.

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6. Modification of Agreement

Any modifications or amendments to this Agreement will be binding if evidenced in writing and signed by the Service Provider and the Customer.

7. Notice

All notices or demands required or permitted by the terms of this Agreement will be given in written form and will be delivered to the parties involved.

8. Time is of the Essence

No extension or variation of this agreement will operate as a waiver of this provision. Time is of the essence in this Agreement.

9. Integration

This Agreement contains the entire Agreement and understanding by and between the Customer and the Service Provider and no representations, promises, agreements or understandings, whether written or oral, not herein contained, shall be of any force or effect.

10. Choice of Law

This Agreement and the performance under this Agreement and all suits and special proceedings under this Agreement be construed in accordance with and governed by the laws of the State of Michigan, U.S.A.

11. Severability

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions herein shall not affect the validity and enforceability of the other provisions herein.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this

_____ day of _____, 20_____.

Customer Printed Name

Customer Signature

Gregory Hetherington*

Service Provider Printed Name

Service Provider's Signature

*Gregory Hetherington is owner of
The Lakeview Times

The Lakeview Times
252 Cloverlane Street
Lakeview, MI 48850

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Author Information
Author's Full Name

Mailing Address

City _____ State _____ Zip Code

Telephone Number _____ Mobile Number

Email Address

Preferred Method of Payment from Sale of Book(s)

Title of Book(s) _____ No. of books

Title of Book(s) _____ No. of books

Title of Book(s) _____ No. of books

Title of Book(s) _____ No. of books

Additional Information: