

UNDENIABLE PRESENCE

Women Owning Their Story

Co-Author Terms & Conditions

1. Overview & Purpose

These Terms and Conditions (“Terms”) govern the participation of each contributing author (“Co-Author”) in the book anthology Undeniable Presence: Women Owning Their Story (“the Book”), compiled by Laura Muirhead (“the Compiler”). By agreeing to participate in this project, the Co-Author acknowledges and accepts the terms outlined below.

These Terms are designed to protect the interests of all parties involved and to ensure a smooth, professional, and collaborative publishing experience.

2. Eligibility & Selection

Participation in Undeniable Presence is by application and invitation only. Submitting an application does not guarantee selection. The Compiler reserves the sole right to select Co-Authors based on alignment with the vision, values, and goals of the project.

Selected Co-Authors will be notified in writing (via email) and must confirm their participation and acceptance of these Terms within the timeframe specified in their acceptance communication.

3. Financial Investment

Participation in this anthology requires a financial investment from each Co-Author. The specific investment amount, payment schedule, and accepted methods of payment will be communicated to selected Co-Authors during the enrollment process. Co-Authors will receive a minimum of one (1) complimentary copy of the published Book upon release. Additional copies may be purchased at a discounted author rate, the specifics of which will be communicated during onboarding.

Payment Terms:

- The investment amount must be paid in full according to the agreed-upon payment schedule.
- Payment plans, if offered, must be honored on time. Failure to make payments on schedule may result in removal from the project.
- All payments are processed securely through the payment method(s) specified during enrollment.

Refund Policy:

Due to the nature of this project and the costs associated with production, editing, design, and publishing, all payments are non-refundable once the Co-Author has been confirmed and onboarded, except as outlined below:

- If the project is cancelled by the Compiler before publication, Co-Authors will receive a full refund of all payments made.

- If a Co-Author withdraws before submitting their chapter, a partial refund may be considered at the sole discretion of the Compiler, less any administrative costs incurred.
- No refunds will be issued after a Co-Author's chapter has been submitted and entered the editing process.

4. Chapter Submission & Content Guidelines

Each Co-Author is responsible for writing and submitting an original chapter for inclusion in the Book. The following guidelines apply:

- **Originality:** All content must be the Co-Author's own original work and written in the Co-Author's authentic voice. AI writing tools may not be used to generate or substantially replace the Co-Author's own words and story. The use of AI-assisted tools for light editing, grammar checking, or proofreading is permitted, provided the core content and voice remain authentically the Co-Author's own. Plagiarism, copyright infringement, or submission of content that does not reflect the Co-Author's genuine voice and narrative will not be tolerated and will result in immediate removal from the project without refund.
- **Deadline:** Chapter drafts must be submitted by the deadline communicated during onboarding. Extensions may be considered on a case-by-case basis but are not guaranteed.
- **Word Count:** Chapters must fall within the word count range provided in the Co-Author guidelines.
- **Content Standards:** All content must be truthful, respectful, and aligned with the values of the Undeniable Presence brand. Content that is defamatory, discriminatory, hateful, or that infringes on the rights of any third party will not be accepted.
- **Editing:** All chapters will undergo professional editing. The Compiler and editorial team reserve the right to request revisions, suggest edits, and make minor editorial changes for clarity, consistency, grammar, and flow. Substantive changes to the Co-Author's story or meaning will not be made without the Co-Author's consent.
- **Editing Disputes:** If a Co-Author declines requested revisions that the Compiler and editorial team deem necessary for publication standards, the Compiler reserves the right to remove the Co-Author's chapter from the Book. In such cases, refund eligibility will be determined at the sole discretion of the Compiler. Co-Authors are encouraged to communicate any concerns about requested edits promptly and in good faith.
- **Final Approval:** Each Co-Author will have the opportunity to review and approve the final edited version of their chapter before the Book goes to print.

5. Intellectual Property & Rights

Anthology Rights:

The Compiler retains all rights to the Book as a compiled work, including but not limited to the title, cover design, layout, arrangement, and any original content contributed by the Compiler (foreword, introduction, etc.).

Individual Chapter Rights:

Each Co-Author retains the rights to their individual chapter. This means:

- The Co-Author may repurpose, republish, or adapt the content of their individual chapter in other formats (blog posts, speaking engagements, future books, etc.) after the Book has been published.

- When repurposing chapter content, the Co-Author agrees to credit the original publication by referencing the Book title and Compiler (e.g., “As featured in *Undeniable Presence: Women Owning Their Story*, compiled by Laura Muirhead”).
- The Co-Author may not republish their chapter as a standalone work in direct competition with the Book within 12 months of the Book’s initial publication date.

License to the Compiler:

By participating in this project, each Co-Author grants the Compiler a non-exclusive, perpetual, worldwide license to include their chapter in the Book and in any future editions, reprints, translations, or derivative works of the Book.

With respect to audiobook versions: Co-Authors grant the Compiler the right to include their chapter content in any audiobook edition of the Book. The Compiler will determine whether Co-Authors narrate their own chapter or whether a professional narrator is engaged. Co-Authors will be given the opportunity to participate in narrating their own chapter where feasible and at the Compiler’s discretion. No additional compensation is provided for audiobook inclusion beyond what is outlined in the enrollment agreement unless separately negotiated in writing.

The Co-Author also grants the Compiler the right to use their name, likeness, biography, and approved headshot in connection with the marketing, promotion, and sale of the Book.

6. Publication & Distribution

The Compiler will manage all aspects of the Book’s production, including editing, cover design, interior formatting, publishing, and distribution. The Book will be published in the format(s) determined by the Compiler (e.g., paperback, hardcover, e-book, audiobook).

The Compiler will make reasonable efforts to publish the Book within 18 months of the chapter submission deadline. While specific publication dates are subject to change due to editing timelines, production schedules, or other factors, the Compiler will communicate any material delays to Co-Authors in writing in a timely manner.

Each Co-Author will receive a minimum of three (3) complimentary copies of the published Book. Additional copies may be purchased at a discounted author rate.

The Compiler reserves the right to make final decisions regarding the Book’s title, subtitle, cover design, pricing, distribution channels, and publication timeline.

7. Marketing & Promotion

The success of *Undeniable Presence* depends on the collective effort of all Co-Authors. While promotional participation is not a contractual obligation, it is strongly encouraged and deeply valued.

Co-Authors are encouraged to:

- Share the Book on their social media platforms, email lists, and within their communities
- Participate in collaborative launch activities, virtual events, and interviews as their schedule allows
- Support fellow Co-Authors by amplifying their content related to the Book

The Compiler will provide marketing assets, suggested copy, and promotional materials to support Co-Authors in their efforts.

Note: Co-Authors may not make any public claims, representations, or promises on behalf of the Compiler or the Undeniable Presence brand without prior written approval.

8. Confidentiality

Co-Authors agree to keep confidential any proprietary information shared during the course of this project, including but not limited to: the financial terms of their participation, internal communications, unpublished content from other Co-Authors, and any business strategies or processes shared by the Compiler.

This obligation of confidentiality survives the completion or termination of the Co-Author's participation in the project.

9. Representations & Warranties

By participating in this project, each Co-Author represents and warrants that:

- Their chapter is original and does not infringe upon the intellectual property, privacy, or other rights of any third party.
- Their chapter does not contain any defamatory, libelous, or unlawful material.
- They have the full right and authority to enter into these Terms and to grant the rights described herein.
- Any personal stories involving third parties have been handled responsibly, with names changed or permission obtained where appropriate.

10. Indemnification & Liability

Each Co-Author agrees to indemnify and hold harmless the Compiler, her team, and any affiliated parties from and against any claims, damages, losses, or expenses (including legal fees) arising out of or related to the Co-Author's chapter content, breach of these Terms, or any misrepresentation made by the Co-Author.

The Compiler shall not be held liable for any indirect, incidental, or consequential damages arising from the Co-Author's participation in the project.

11. Withdrawal & Termination

Co-Author Withdrawal:

A Co-Author may withdraw from the project at any time by providing written notice to the Compiler. However, withdrawal does not entitle the Co-Author to a refund except as outlined in Section 3 (Refund Policy). If a Co-Author withdraws after their chapter has been submitted, the Compiler reserves the right to include or exclude the chapter at her sole discretion.

Compiler's Right to Withdraw a Chapter:

The Compiler reserves the right to withdraw a Co-Author's submitted chapter from the Book in circumstances beyond content violations, including but not limited to: significant production or editorial incompatibilities, legal concerns, or other unforeseen circumstances that, in the Compiler's sole judgment, make inclusion of the chapter impractical or inadvisable. In such cases, the Compiler will provide written notice to the Co-Author and refund eligibility will be determined at the Compiler's sole discretion.

Termination by the Compiler:

The Compiler reserves the right to remove a Co-Author from the project at any time for reasons including but not limited to:

- Failure to meet submission deadlines after reasonable accommodation
- Failure to meet payment obligations
- Submission of plagiarized, AI-generated, or otherwise ineligible content
- Conduct that is disruptive, disrespectful, or misaligned with the values of the project
- Breach of any provision of these Terms

In the event of termination by the Compiler, refund eligibility will be determined on a case-by-case basis.

12. Dispute Resolution

In the event of any dispute arising out of or relating to these Terms, the parties agree to first attempt to resolve the matter through good-faith discussion. If the dispute cannot be resolved informally within thirty (30) days of written notice, it shall be submitted to mediation or binding arbitration in the State of New Jersey, United States, in accordance with applicable laws.

13. Amendments

The Compiler reserves the right to update or amend these Terms as needed. Co-Authors will be notified of any material changes in writing. Continued participation in the project after receiving notice of changes constitutes acceptance of the updated Terms.

14. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of New Jersey, United States. Any legal proceedings shall be brought in the courts of New Jersey, United States.

15. Acceptance of Terms

By confirming participation in the Undeniable Presence anthology project, whether through written confirmation, electronic agreement, or payment of the participation investment, the Co-Author acknowledges that they have read, understood, and agreed to be bound by these Terms and Conditions in their entirety.

UNDENIABLE PRESENCE

Women Owning Their Story

Compiled by Laura Muirhead

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