



# Lucas Park Books Publishing Services Order Form

**You are ready to publish! Follow these simple steps:**

**Please print your name and date on all pages of this contract/order form.**

- STEP 1: Tell Us about Yourself.** You will need to provide us with your name and physical shipping address where we can ship your books. UPS will not ship to Post Office Boxes.
- STEP 2: Tell Us about Your Book.** Please indicate the book title and subtitle that you would like to appear on your book's cover. Also print your name or pseudonym exactly as you would like it to appear on the cover of the book.
- STEP 3: Select Your Publishing Package.** After you have made your selections fill out the order forms.
- STEP 4: Fill Out Copyright Registration Information** if you have chosen the Custom or Custom Plus Package.
- STEP 5: Select Add-on Services.** After you have made your selections fill out the order forms. If you have selected the Copyright Registration option, also fill out the Copyright Registration section.
- STEP 6: Make Choices Regarding Your LPB Web site** product page.
- STEP 7: Provide Information for Sales Flyer or Deluxe Printed Sales Kit** if applicable.
- STEP 8: Select Your Method of Payment.** You may pay by credit card or check. All payments must be in U.S. dollars. Personal checks and money orders must be drawn on a U.S. bank.
- STEP 9: Prepare Your Manuscript and Sign Off.** Review your manuscript and read the Submission Requirements to avoid unnecessary expenses. If you submit a manuscript that has been incorrectly formatted, it could delay the production process of your book. Review and initial the Materials Needed for Your Submission checklist, making sure that you have followed all of the guidelines.
- STEP 10: Read and Sign the LPB Publishing Agreement.** Read carefully and sign if you understand and accept all its terms. We will not be able to start work on your book without your signature.
- STEP 11: Submit Your Materials.** Your package should contain the following:
  - The completed and signed LPB Publishing Services Order Form
  - CD-ROMs with your manuscript and any images that we will be using in the book or on its cover
  - Hard copies of any images that we will be scanning for you
  - Payment as indicated on the Order Form

*Please fill out this form and return it along with all necessary materials to:*

Lucas Park Books  
1221 Locust St., Suite 670  
St. Louis, MO 63103

## Step 1

*You will need to provide us with your name and physical shipping address where we can ship your books. UPS will not ship to Post Office Boxes. Please provide your Social Security number for royalty reporting purposes.*

## Tell Us about Yourself

Name (First, Middle, Last): \_\_\_\_\_

Street Address: \_\_\_\_\_ Apartment/Suite: \_\_\_\_\_

City: \_\_\_\_\_

State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
*(Must provide so electronic proofs can be sent to you.)*

Daytime Phone: (\_\_\_\_) \_\_\_\_\_ Evening Phone: (\_\_\_\_) \_\_\_\_\_

Social Security Number\*: \_\_\_\_ \ \_\_\_\_ \ \_\_\_\_\_

\*In order to issue royalties, we must have your SSN as well as a complete and valid mailing address.

## Step 2

*Please indicate the book title and subtitle that you would like to appear on your book's cover. Also print your name or pseudonym exactly as you would like it to appear on the cover of the book.*

## Tell Us about Your Book

Title: \_\_\_\_\_

Subtitle: (if applicable) \_\_\_\_\_

Author Name/Pseudonym: \_\_\_\_\_

Genre: \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

**CLASSIC**—If you are selecting the Classic package:

1. Indicate your **interior template choice** and **trim size** by checking the appropriate box at right.
2. Indicate your **cover template choice** by checking the appropriate box at right.
  - Select a **color** for the cover.
  - Select a **decorative symbol** for the cover (optional).
3. Indicate your **cover font choice** by checking the appropriate box at right.
4. Indicate whether you have provided an **author photo** for the back of your cover by checking the appropriate box at right.
5. Select **Add-on Services** from the table under step 5.

**CLASSIC text templates**

TEMPLATE	TRIM SIZES	
<input type="checkbox"/> T1	<input type="checkbox"/> 5.5x8.5	<input type="checkbox"/> 7x10
<input type="checkbox"/> T2	<input type="checkbox"/> 5.5x8.5	<input type="checkbox"/> 7x10

Font is Palatino.

**CLASSIC cover templates**

TEMPLATE	COLORS	SYMBOLS	FONTS
<input type="checkbox"/> C1	<input type="checkbox"/> 1 green	<input type="checkbox"/> 1 leaf	<input type="checkbox"/> Janson (Italic)
<input type="checkbox"/> C2	<input type="checkbox"/> 2 purple	<input type="checkbox"/> 2 flower	<input type="checkbox"/> Trump Medieval (all caps)
<input type="checkbox"/> C3	<input type="checkbox"/> 3 teal	<input type="checkbox"/> 3 sun	<input type="checkbox"/> Futura
	<input type="checkbox"/> 4 dark blue	<input type="checkbox"/> 4 diamond	
	<input type="checkbox"/> 5 maroon	<input type="checkbox"/> 5 cross	
	<input type="checkbox"/> 6 olive	<input type="checkbox"/> 6 book	
	<input type="checkbox"/> 7 brown	<input type="checkbox"/> 7 cloverleaf	
	<input type="checkbox"/> 8 brick	<input type="checkbox"/> 8 squares	

Author photo provided for back cover:  yes  no

**Custom/Custom Plus**—If you are selecting the Custom or Custom Plus package:

1. Indicate your **interior template choice** and **trim size** by checking the appropriate box at right.
2. Indicate your **interior font choice** by checking the appropriate box at right.
3. Indicate your **cover template choice** by checking the appropriate box at right.
  - If you are selecting Classic C1, C2, or C3 also choose a color and decorative symbol (symbol optional).
  - If you are selecting Classic C4, C5, C6, C7, or C8 choose a background color shade (light or dark).
  - If you are selecting Classic C4, C5, C6, C7, or C8 you must supply one graphic for the front cover. You may also supply a graphic for the back cover. (*Carefully review Submission Requirements for all graphics that you send.*)
4. Indicate whether you have provided an **author photo** for the back of your cover by checking the appropriate box at right.
5. Indicate your **cover font choice** by checking the appropriate box at right.
6. Select **Add-on Services** from the table under step 5.

**Custom/Custom Plus text templates**

TEMPLATES	TRIM SIZES	
<input type="checkbox"/> T1	<input type="checkbox"/> 5.5x8.5	<input type="checkbox"/> 7x10
<input type="checkbox"/> T2	<input type="checkbox"/> 5.5x8.5	<input type="checkbox"/> 7x10
<input type="checkbox"/> T3	<input type="checkbox"/> 8.25x11	
<input type="checkbox"/> T4	<input type="checkbox"/> 5.5x8.5	<input type="checkbox"/> 7x10
<input type="checkbox"/> T5	<input type="checkbox"/> 8.25x11	<input type="checkbox"/> 7x10

FONTS (choose one)
<input type="checkbox"/> Baskerville <input type="checkbox"/> Cremona <input type="checkbox"/> Palatino

**Custom/Custom Plus cover templates**

TEMPLATES	COLORS	SYMBOLS	FONTS
<input type="checkbox"/> C1	<input type="checkbox"/> 1 green	<input type="checkbox"/> 1 leaf	<input type="checkbox"/> Janson (Italic)
<input type="checkbox"/> C2	<input type="checkbox"/> 2 purple	<input type="checkbox"/> 2 flower	<input type="checkbox"/> A Garamond (Italic)
<input type="checkbox"/> C3	<input type="checkbox"/> 3 teal	<input type="checkbox"/> 3 sun	<input type="checkbox"/> Trump Medieval (all caps)
	<input type="checkbox"/> 4 dark blue	<input type="checkbox"/> 4 diamond	<input type="checkbox"/> Trajan (all caps)
	<input type="checkbox"/> 5 maroon	<input type="checkbox"/> 5 cross	<input type="checkbox"/> Palatino
	<input type="checkbox"/> 6 olive	<input type="checkbox"/> 6 book	<input type="checkbox"/> Futura
	<input type="checkbox"/> 7 brown	<input type="checkbox"/> 7 cloverleaf	<input type="checkbox"/> Ocean
	<input type="checkbox"/> 8 brick	<input type="checkbox"/> 8 squares	<input type="checkbox"/> Helvetica Black (all caps)
<input type="checkbox"/> C4	Background color shade: <input type="checkbox"/> dark <input type="checkbox"/> light		
<input type="checkbox"/> C5	Author photo provided for back cover: <input type="checkbox"/> yes <input type="checkbox"/> no		
<input type="checkbox"/> C6	Additional photo provided for back cover: <input type="checkbox"/> yes <input type="checkbox"/> no		
<input type="checkbox"/> C7			
<input type="checkbox"/> C8			

Comes with 10 free books.

**CHILDREN'S BOOK COLOR**—If you are selecting the Children's Book Color package:

1. Indicate your **trim size** by checking the appropriate box at right.
2. Indicate your **cover font choice** by checking the appropriate box at right.
3. Indicate your **text font choice** by checking the appropriate box at right.
4. Indicate whether you have provided an **author photo** for the back of your cover by checking the appropriate box at right.
5. Indicate **how many pages** your book will have.
6. Indicate **how many graphics** will be included in your book.
7. Select **Add-on Services** from the table under step 5.

TRIM SIZES	COVER FONTS	TEXT FONTS
<input type="checkbox"/> 7x10	<input type="checkbox"/> Janson (Italic)	<input type="checkbox"/> Baskerville
<input type="checkbox"/> 8.5x11	<input type="checkbox"/> A Garamond (Italic)	<input type="checkbox"/> Cremona
	<input type="checkbox"/> Trump Medieval (all caps)	<input type="checkbox"/> Palatino
	<input type="checkbox"/> Trajan (all caps)	
	<input type="checkbox"/> Palatino	
	<input type="checkbox"/> Futura	
	<input type="checkbox"/> Ocean	
	<input type="checkbox"/> Helvetica Black (all caps)	

Additional photo provided for back cover:  yes  no

Number of pages = \_\_\_\_\_

Number of graphics = \_\_\_\_\_

Comes with two softcover books.

**FILE FURNISHED**—If you are selecting the File Furnished package:

Indicate your trim size:  5.5x8.5  6x9  7x10  8.25x11

**STEP 4 (optional)**

*Only for authors ordering the Custom and Custom Plus packages or add-on Copyright Registration service. For your name and address, we will use the Tell Us about Yourself section (Step 1) of this order form.*

**Copyright Registration Information**

- Are you a United States Citizen?  yes  no      Do you live in the United States?  yes  no
- Your year of birth? \_\_\_\_\_
- Have you previously copyrighted this work?  yes  no  
If yes, why is new registration being sought? \_\_\_\_\_
- This is the first published edition of a work previously registered in unpublished form.  yes  no
- This is the first application submitted by this author as copyright claimant.  yes  no
- This is a changed version of the work.  yes  no
- If this book has been previously registered, what is the:  
Previous registration number \_\_\_\_\_ Year of registration \_\_\_\_\_
- Does this work contain any pre-existing materials?  yes  no  
(If yes, what materials? Check any that apply.)  
 text  photographs  pictures  tables  graphs  
 other: please describe \_\_\_\_\_
- If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared (title of collective work): \_\_\_\_\_  
\_\_\_\_\_
- If published in a periodical or serial, give the volume, number, issue date, page number:  
Volume number: \_\_\_\_\_ Issue date: \_\_\_\_\_ Page number: \_\_\_\_\_
- Is there original secondary content (illustrations, photographs) in this work created by a party other than the author?  yes  no (If yes, please submit a description of that content and its owner with your order form)
- Indicate if this is a work for hire.  yes  no  
(A "work made for hire" is "a work prepared by an employee or officer within the scope of his or her employment." If a work is made for hire, the employer is considered the author. If you determine this is a work made for hire, the name of the author should be the employer.)
- Copyright claimant(s): If the claimant is different from the author, give a brief statement of how the claimant obtained ownership of the copyright (e.g., "by contract," "by written agreement" or "by will" where the author is deceased): \_\_\_\_\_  
\_\_\_\_\_
- If the author is deceased, please indicate: Year of birth: \_\_\_\_\_ Year of death: \_\_\_\_\_

**Step 5**

**Select Add-on Services**

SERVICE	QUANTITY	PER EACH	TOTAL
<b>Changes</b> (typos, punctuation, spelling, add or delete text after book as been typeset)		\$25 flat fee + x \$2.00 each	
<b>Cover Changes</b> (back, front or spine)		\$30 per 1/2 hr.	
<b>Expedite Fee</b> for Classic and Children's Packages		\$300.00	
Custom Package		\$400.00	
Custom Plus Package		\$500.00	
<b>Copyediting*</b> (enter number of words in ms. under QUANTITY)		x \$0.015 per word	
<b>Proofreading*</b> (enter number of words in ms. under QUANTITY)		x \$0.013 per word	
<b>Text &amp; Cover Proof on Paper**</b> (PDF proof provided free)		\$60	
<b>Extensive Text Styling/Design</b> (your Lucas Park Books Associate will give you a quote for these items after reviewing your manuscript)		\$75.00 minimum charge	
<b>Citation Notes</b> <input type="checkbox"/> endnotes <input type="checkbox"/> footnotes			
50 or less		\$75	
More than 50 (flat + ea) no. of notes over 50		\$75 flat fee + x \$0.50 each	
<b>Indexing Services</b>			
Publisher provides, per mss word		x \$0.014 per word	
Author Provides (flat fee)		\$100	
<b>Copyright Registration</b>		\$250	
<b>Library of Congress Control Number</b>		\$100	
<b>Data/Keyboard Entry</b> (enter # of ms. pages under QUANTITY) (from typewriter copy)		x \$3.85 per page double-spaced	
<b>Word Document Clean-up</b>		\$50 per hour	
<b>CD Archive</b>		\$100	
<b>Graphics \images</b> (extra beyond publishing package)		x \$15 each	
<b>Graphics \tables</b> (extra beyond publishing package)		x \$15 each	
<b>Scan graphics</b> from hard copy		x \$15 each	
<b>Color adjust</b> a cover photo		x \$30 per 1/2 hr	
<b>Create high-res graphic</b>		x \$30 per 1/2 hr	
<b>Original cover design</b> ("from scratch") including 1 hour phone consultation		\$500, plus you pay for art, photos, etc.	
<b>Furnished Cover</b>		\$150	
<b>Printing Sales Flyers</b> (for Custom/Custom Plus customers) Black ink on <input type="checkbox"/> light green paper or <input type="checkbox"/> tan paper (check one)		\$20 for 50/ \$25 for 100 plus shipping	
Colored ink on white paper		\$40 for 50/ \$65 for 100 plus shipping	
<b>Deluxe Printed Sales Kit</b> (100 ea. color flyers, postcards, bookmarks)		\$425 plus shipping	
<b>E-book Services</b>			
E-Book Distribution on Kindle only		\$1.50 per finished page	
E-Book Distribution on Lucas Park Books, Adobe Digital Editions (ADE) DRM protected		\$99 + \$1.50 per finished page	

**Subtotal of Add-On Services**

**PUBLISHING PACKAGE CHOSEN**

    Classic \$529 \_\_\_\_\_

    Custom \$999 \_\_\_\_\_

    Custom Plus \$1,699 \_\_\_\_\_

    File Furnished \$249 \_\_\_\_\_

    Children's Book Color (starting at \$499)

    ↔ (Enter GRAND TOTAL from work sheet at left.)

**Add-On Services subtotal and Package price**

    Missouri residents, please add tax 8.241%

**TOTAL**

**Children's Book Color Price Work Sheet**

	QTY	PER EACH	TOTAL
24 pages + 20 placed graphics			\$499
Each additional 4 pages		x \$48	
Each additional placed graphic		x \$15	
<b>SUBTOTAL</b>			
<b>GRAND TOTAL</b>			

\*Requires that your manuscript be a MS Word file.

\*\*If a paper proof is requested with proofreading or copyediting additional costs apply for entering changes.

Name \_\_\_\_\_ Date \_\_\_\_\_

## Step 6

To market your book we give you the option of using the Lucas Park Books logo and Amazon.com ordering information or your own logo and ordering information. Please indicate your preferences here.

## Provide Information for Marketing Your Book

### For promotional copy:

- Use the book's back cover description and author bio?
  - Yes  No, I am providing new copy (maximum 2200 characters with spaces)
- Use the book's back cover author photo?  Yes  No, I am providing a different photo
- Where do you want your customers to purchase your printed book? Choose from the following:
  - Amazon.com
  - OR**
  - Your Web site \_\_\_\_\_
  - OR**
  - Contact you directly via phone, fax, and/or e-mail
    - Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_
- Where do you want your customers to buy your e-book edition?
  - Not publishing an e-book
  - Through Lucas Park Books
  - From another Web site. Please provide link \_\_\_\_\_
- Identifying information on flyer, postcard, and/or bookmark (if applicable to your package)
  - Use Lucas Park Books name and logo
  - Use your name and/or logo (provide with manuscript)
  - Leave blank
- Return address for postcard \_\_\_\_\_

## STEP 7

You may pay by credit card or check. All payments must be in U.S. dollars. Personal checks and money orders must be drawn on a U.S. bank.

\*A \$30 nonrefundable processing fee applies. Your book will not be finalized until all payments are received.

## Select Method of Payment

### CREDIT CARD

- I want to pay in full using my credit card.
- I want to make 3 equal payments on my credit card\*  MasterCard  Visa  Amex

Name on Card (please print): \_\_\_\_\_

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Billing Address of Card Holder: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

### CHECK

- I enclosed a check or money order for the total amount. (Make check payable to Lucas Park Books)

Check No. \_\_\_\_\_ Amount \$ \_\_\_\_\_ Date on check: \_\_\_\_\_

## STEP 8

Review and initial the Materials Needed for Your Submission checklist, making sure that you have followed all of the requirements. Review the enclosed LPB Publishing Agreement and sign it if you understand and accept all of its terms. We cannot start work on your book without your signature.

## Complete Materials Needed for Submission Checklist

Please initial each item to show you have complied with LPB specifications.

\_\_\_\_\_ My Manuscript File contains words only, meets all Submission Requirements specified by LPB and includes all text that will appear in the final book (except for an index if I have purchased that service). I understand that I will not be adding additional pages later (such as a dedication, acknowledgments, foreword from someone else, etc.). All text for the book is in the Manuscript File.

\_\_\_\_\_ My Sidebar Text File includes all the sidebar text selections in the order in which they appear in the book, labeled to match the placeholders that have been typed in the Manuscript File.

\_\_\_\_\_ My High-resolution Images Folder includes all photos or other graphics for my book including the front and back cover, and they all meet the Graphic Specification Requirements specified by Lucas Park Books.

\_\_\_\_\_ I have reviewed the Author Tips Permissions section of the Submission Requirements and have obtained written permission or transfer of copyright ownership from the copyright holders for items requiring it. I understand that determining whether permission is needed and obtaining it are my legal responsibilities. I have included the wording for any permission statements specified by the copyright holders on the copyright page of my Manuscript File.

\_\_\_\_\_ I have kept copies of everything I am sending to LPB.

\_\_\_\_\_ I have completed everything on the Materials Needed for Submission Checklist.

Name \_\_\_\_\_ Date \_\_\_\_\_

Please read and sign the following agreement between you (“Author”) and Lucas Park Books (“Lucas Park Books” or “the Company”) for your book (“Work”).

#### AUTHOR’S ROYALTIES

Excluding sales to Author, Lucas Park Books will pay Author a royalty equal to 14% of the payments Lucas Park Books actually receives from sales of printed copies of the Work, less any returns. Royalties will not be paid on copies provided free of charge or sold to Author. Lucas Park Books will pay royalties by March 31 of each year for all royalties earned in the preceding year. Author is responsible for making sure Lucas Park Books has the most recent mailing address (see “Notices” section below).

#### AUTHOR’S E-BOOK ROYALTIES

Lucas Park Books will pay Author a royalty equal to 70% of the payments Lucas Park Books actually receives from sales of E-book copies of the Work, less any returns. Lucas Park Books will pay royalties by June 30 for the quarter ending March 31, by September 30 for the quarter ending June 30, by December 31 for the quarter ending September 30, and by March 31 for the quarter ending December 31. Lucas Park Books reserves the right to charge quarterly maintenance fees for e-book distribution services, giving the Author 30-day notice. Author is responsible for making sure Lucas Park Books has the most recent mailing address (see “Notices” section below).

#### RETAIL PRODUCT AND PRICE

The retail price of trade paperback and hardcover versions of your book is based on the post-production page count. E-book versions will be based on the e-pdf post-production page count. Please refer to the Lucas Park Books Publishing Services or our Web site at [www.LucasParkBooks.com](http://www.LucasParkBooks.com) for complete information regarding the retail price of your book. Lucas Park Books reserves the right to charge an annual fee for online distribution. Prices are subject to change at any time at the discretion of Lucas Park Books as market conditions and costs warrant.

#### WARRANTIES

The Author represents and warrants that he or she is the sole author of the Work and is the owner of the copyright to all of its contents; that he or she has not engaged in plagiarism with respect to the Work; that the Work is accurate in all respects, i.e., that if fiction, it represents no real event or person in a way that could be deemed libelous; that if nonfiction, it does not misstate any material fact or omit to state any material fact, the result of which would libel any person or result in a person being placed in a false or damaging light; and that the Work does not infringe upon any statutory or common law right of copyright or privacy of any third party; that the Author is owner of any trademarks and/or trade names associated with the Work; that the Work does not constitute obscenity or hate literature; and that the Author has the right to enter into this Agreement.

#### RIGHT OF OWNERSHIP

The Author acknowledges and agrees that Lucas Park Books acquires no right of ownership to the Work under this Agreement; that Lucas Park Books is a provider of limited services only (e.g., printing, book sales and Internet access) and assumes no responsibility for reviewing or correcting the content of the Work. Author grants, or will secure, all necessary permissions for Lucas Park Books to use the finished book cover image and back cover text and author photo for any and all Lucas Park Books promotional purposes, be it hardcopy and/or electronic promotions.

#### INDEMNITIES

The Author agrees to indemnify Lucas Park Books and its employees, directors, representatives, successors and assigns of and from all and any manner of claims, liabilities, damages, expenses (including reasonable attorney’s fees), awards and judgment resulting from claims of (i) third parties regarding ownership, libel, slander, plagiarism, privacy, misappropriation and similar claims arising from publication of the Work, and (ii) Author’s breach of any warranty in this Agreement. Lucas Park Books

agrees to notify the Author promptly of any claim for indemnity under this Agreement. Lucas Park Books may be represented in any proceeding by counsel of its choice; the Author may retain additional counsel at his or her own expense. Any settlement agreement between Lucas Park Books and a third party regarding a claim covered by the indemnity provisions of this Agreement shall be subject to approval of the Author, which approval shall not be unreasonably withheld.

#### TERM AND EXCLUSIVITY

This Agreement is nonexclusive (the Author can enter into other publishing agreements). Lucas Park Books retains all digital property and ownership related to all completed production data and files. Either party has the option to terminate the Agreement at any time, with or without cause. If the Agreement is terminated by the Author before the author officially signs off on final proof approval, publishing fees will be refunded in full (or applied against any outstanding amounts in the Author’s account). If the Agreement is terminated by Lucas Park Books at any time, all publishing fees will be refunded in full (or applied against any outstanding amounts in the Author’s account). For the purposes of this paragraph, publishing fees are defined as those fees directly associated with online, disk and paper manuscript submission. Fees related to other pre- or post-publication add-on services, or book sales are not refundable. Fees related to publication of second and later editions of the Work are also not refundable. If the Agreement is terminated by Lucas Park Books due to a breach of this Agreement by Author, no fees shall be refunded. The Author retains the copyright for the Work, and no part of this agreement diminishes the Author’s rights to this Work.

#### NOTICES

All notices to Lucas Park Books must be sent in writing to its office at Lucas Park Books, 1221 Locust St., Suite 670, St. Louis, MO 63103. All notices to the Author shall be in writing to the address specified by the Author.

#### COMPLETE AGREEMENT

This written Contract contains the sole and entire Agreement between the parties and shall supersede any and all other prior agreements between the parties. This Agreement may not be modified or amended except in writing signed by the party against whom such modification or amendment is sought to be enforced.

#### DISPUTE RESOLUTION

The laws of the State of Missouri shall govern this Agreement. In the event a dispute shall arise between the parties to this Agreement, the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of United States Arbitration & Mediation. The parties agree to share equally in the costs of the mediation. In the event the parties to this Agreement cannot settle by mediation a dispute that may arise, they hereby agree to refer the dispute for arbitration in accordance with the applicable USA&M Rules of Arbitration. The arbitrator’s decision shall be final and legally binding and judgment may be entered thereon, provided that the Arbitrator shall have no authority to award punitive damages. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. USA&M Midwest, Inc., 720 Olive Street, Suite 2300, Saint Louis, MO 63101-2317, shall administer the mediation and arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator’s award, or fails to comply with the arbitrator’s award, the other party is entitled to costs of suit, including a reasonable attorney’s fee for having to compel arbitration, defend, or enforce the award.

I agree to the terms of this Agreement:

Signature: \_\_\_\_\_

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