

**LUMINARE PRESS LLC  
AUTHOR WEBSITE AGREEMENT**

This Agreement describes the rights and obligations of Luminare and the Client regarding the limited creation of Client website.

**1. Luminare Website Package**

**1.1. Services Included.** Luminare will provide the Author the services listed in Exhibit A at the costs listed in Exhibit A.

**1.2. Additional Services.** Any additional services beyond the Author Website Package services described on Exhibit A will be detailed and governed by a separate written agreement.

**2. Timeline for Services.** Luminare will use commercially reasonable efforts to complete the Services within 30 days of Author signing this Agreement and the submission of materials via the website questionnaire. The Author acknowledges that changes to the Services may extend this time beyond 30 days. Luminare will not be held liable if services are not completed within this timeline. In addition, Luminare will not be responsible for any delays that are outside of Luminare's control, including delays caused by or exacerbated by the Author.

**3. Limited Warranties for Services**

**3.1. Limited Warranty.** Luminare makes the following professional warranties regarding the Services:

**3.1.1.** Luminare warrants to Author that the Services will be performed in a professional manner; and

**3.1.2.** Luminare will comply with all applicable laws.

**3.2. Disclaimer of Warranties.** To the maximum extent permitted by applicable law, Luminare disclaims all warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and title and non-infringement, with regard to the Services except as otherwise provided in this Agreement.

**4. Author's Warranties, Duties, and Indemnities**

**4.1. Author's Warranties.** The Author represents and warrants to Luminare that:

**4.1.1.** The Author is the sole owner of all content provided and/or holds the rights to all content, including, but not limited to photographs, drawings, content, ideas, and formulation the Author provides to Luminare;

**4.1.2.** The content does not violate or infringe upon any personal or proprietary rights including without limitation privacy rights, contract rights, or publicity rights of any other persons or entities;

**4.1.3.** The content does not infringe upon any statutory or common-law copyright.

**4.2. Continuing Representations.** The Author represents that the warranties in Section 5.1 will remain true during the term of this Agreement.

**4.3. Indemnification.** Author will defend and indemnify Luminare for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney's fees, resulting from or arising out of any claim that the Services infringe any copyright, patent, or trademark, constitutes a misappropriation of any trade secret, or violates any other intellectual or proprietary right of any person.

## **5. Termination and Default**

**5.1. Right to Terminate.** Luminare may terminate this Agreement at any time with cause, upon written notice to the Author. "Cause" may include, but is not limited to, Author's actions or actions of those associated with the Author that hinder Luminare's ability to perform the Services in this Agreement, as well as if, in Luminare's sole discretion, Luminare determines it has reasonable cause to believe that fulfilling its obligations under this Agreement may subject Luminare to litigation or other adverse effects.

In the event of termination, Luminare will refund the initial payment less compensation retained by Luminare of \$150/hr for time spent on the Services. Luminare will provide the Author with all work completed before the termination of this Agreement within 45 days of termination.

**5.2. Author's Right to Terminate.** If Luminare fails to complete the Services in a manner consistent with the terms of this Agreement and the failure is not due to unexpected circumstances or delays, the Author may terminate the Agreement. To terminate the Agreement, the Author must provide Luminare written notice of the termination that specifies the reason(s) for the termination. Luminare shall have 10 days to cure the Author's complaint after receiving notification of the Author's intent to terminate.

**5.3. Limitation of Liability.** **The Author may only recover the amount paid to Luminare for the Services rendered under this Agreement. Luminare is not liable for any other damages, such as lost sales opportunities, lost profits, or incidental or pecuniary damages.**

## **6. Miscellaneous Provisions**

**6.1. Law and Venue.** Oregon law governs this Agreement. Any disputes arising out of this Agreement will be adjudicated in the District Court of Oregon or Lane County Circuit Court in Eugene, Oregon.

- 6.2. **Waiver.** Failure of either party to enforce a provision within this Agreement will not constitute waiver of that right, and the party may subsequently enforce that provision in accordance with the terms of this Agreement.
- 6.3. **Severability.** If any term of this Agreement is found unenforceable, the remaining terms or provisions within this Agreement will continue to be valid and enforceable.
- 6.4. **Modification.** Any modification of this Agreement must be completed in writing and with the consent of both parties.
- 6.5. **Final Agreement.** This Agreement represents the final expression by the parties. The terms of this Agreement supersede any previous oral or written agreements by the parties related to the terms of this Agreement.

**Luminare Press LLC**

Author

/s/ Patricia Marshall  
 Patricia Marshall,  
 Member  
 Email: patricia@luminarepress.com

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Email: \_\_\_\_\_

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

EXHIBIT A

LUMINARE PRESS LLC  
WEBSITE PACKAGE PRICING AND OPTIONS

**This Core Website package includes the following:**

- A custom design that matches your books or author brand
- A site, powered by Wix\*, that is easy to manage and update
- Custom domain\*\*
- Up to 5 pages
- Up to 3 books
- Purchasing links to online stores
- Newsletter sign-up
- SEO friendly site
- One round of review
- A 30-minute consultation with one of our designers
- Domain mapping

\* Website costs do not include Wix subscription plans.

\*\* First year free with any Premium Wix Plan.

\$ \_\_\_\_\_

**Options**

- Y N **Photo Gallery (\$150.00)**  
Photo gallery with up to 25 images
- Y N **Blog Page (\$50)**
- Y N \_\_\_\_\_ **Additional Pages (\$35/ea)**

\$ \_\_\_\_\_

**Total Costs**

The Author will pay Luminare Press \$ \_\_\_\_\_ for the Services.