

Publication and Distribution Agreement

This agreement (the "Agreement") is entered into by and between Jarlidium Press, a corporation with its principal offices at 407 Reiten Road, Kent, Washington (the "Publisher"); and **Artist Name**, a person residing in **North Clydesdale, Jefferson** (the "Creator"). The Publisher and the Creator may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Creator has created intellectual property in the form of anthropomorphic characters and artwork thereof **and a world and stories involving said anthropomorphic characters** (the "Content" generally titled "**Titled Thing**"); and

WHEREAS, the Publisher is engaged in the business of publishing and distributing books with anthropomorphic subjects; and

WHEREAS, the Creator wishes to engage the Publisher to perform certain services (the "Services") as more particularly set forth in the Obligations below; and

WHEREAS, it is the Parties' intention that the Services result in the publication in book form (the "Book") of the Content, and the availability of the Book for purchase in various retail and wholesale channels; and

WHEREAS, the Publisher wishes to provide the Services and publish and distribute the Book in accordance with the terms of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement,

NOW, THEREFORE, in consideration of the above recitals, and the mutual promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. OBLIGATIONS

(a) Of the Publisher. The Publisher agrees to:

- i. Lay out the content supplied by the Creator in a manner suitable to print the Book in the format set forth set forth in the Book Description attached as Exhibit A attached hereto and made a part hereof by reference, and to
- ii. **[Cause to be printed one or more proof copies (the "Proof Copies") of the Book][Create a PDF version of the Book for approval (the "Proof Copies")]**, and to
- iii. Provide a Proof Copy to the Creator in a timely fashion **after printing**, and, if necessary, to
- iv. Remedy any defects identified by the Creator, and provide evidence of the remedy, which may include the **[printing of][creation of]** additional Proof Copies if requested by the Creator or according to the judgement of the Publisher, and to
- v. Make the Book available for retail purchase directly via means including, but not limited to, presence as a vendor at such trade shows and conventions as Publisher may from time to time attend, or Publisher's online retail store, and to
- vi. Cause to be printed sufficient copies of the Book to reasonably meet the demand for retail purchase, and to
- vii. Make the Book available at wholesale to other retailers as Publisher may have existing relationships with, or may from time to time develop new relationships with, and to
- viii. Cause to be printed sufficient copies of the Book to fulfill the wholesale orders that said other retailers may from time to time place, and to
- ix. Promote the Book via various means according to the Publisher's judgement, and to
- x. Provide to Creator, in a timely fashion after the end of each calendar year in which royalties were paid, IRS form 1099-MISC, as provided by law, and to
- xi. Provide to Creator, on demand, an accounting of how many copies of the Book have been printed, how many copies have been sold, and of royalties paid and payable to the Creator.

(b) Of the Creator. The Creator agrees to:

- i. Supply to Publisher the final interior content, final color cover art, and any other content the Creator wishes to be included in the Book, which shall be in Publisher's hands on or before **February 31st, 2099**. and to

- ii. Review Proof Copies of the Book in a timely fashion once received, and, if the Proof Copy is satisfactory, to
- iii. Grant permission to Publisher to use Creator's intellectual property:
 - 1) In the form of the Book, and to make the Book available for purchase at retail and wholesale, and
 - 2) To promote the Book, and the Publisher in general, in forms which include but are not limited to:
 - a) Thumbnail or moderate-resolution images of the cover of the Book and a small number of interior pages of the Book which may appear on Publisher's website, in Publisher's online retail store, or which Publisher may provide to other retailers to advertise the Book to those retailers, or which Publisher may provide to wholesale purchasers of the Book to appear on the purchaser's online retail store, or
 - b) Posters, postcards, and other promotional materials to be used in conjunction with Publisher's presence as a vendor at trade shows and conventions, or
 - c) Advertisements which may appear in other titles published by Publisher, and to
- iv. Provide to Publisher Creator's Social Security number as required to report royalty payments on IRS form 1099-MISC.

2. **ASSIGNMENT OF RIGHTS**

- (a) Creator retains all rights to Creator's intellectual property, the Content.
- (b) Publisher will include statements to the effect of paragraph 2(a) in the indicia of the Book.

3. **REPRESENTATIONS**

- (a) The Parties each represent and warrant as follows:
 - i. Each Party has full power, authority, and right to perform its obligations under the Agreement.
 - ii. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
 - iii. Entering into this Agreement will not violate the charter or bylaws of any Party or any material contract to which that Party is also a party.
- (b) The Creator hereby represents and warrants as follows:
 - i. The Creator owns all rights to the Content and has no other agreements which restrict Creator's ability to meet the obligations set forth in paragraphs 1(b)i and 1(b)iii.
- (c) The Publisher hereby represents and warrants as follows:
 - i. The Publisher has the sole right to control and direct the means, details, manner, and methods by which the Services required by this agreement will be performed.
 - ii. The Publisher has the experience and ability to perform the Services required by this agreement.
 - iii. The Publisher has the right to perform the Services required by this agreement at any place or location, and at such times as the Publisher shall determine.

4. **COMPENSATION**

- (a) Publisher shall credit to the Creator's account royalties in the amount of \$2.00, or 10% of cover price, whichever is greater, per saleable copy of the Book, credited at the time that the copy is received from the printer by Publisher.
- (b) Publisher shall credit to the Creator's account royalties in the amount of 30% of cover price, credited to Creator at the time that Publisher sells a copy of Book directly to the end user, including but not limited to sales via Publisher's online store or sales at conventions that Publisher may from time to time attend as a vendor.
- (c) Publisher shall deliver ten copies of the Book to Creator from the first print run. This quantity does not include any proof copies delivered in accordance with paragraphs 1(a)iii or 1(a)iv. No royalty will be credited to Creator for copies delivered to Creator. No royalty will be credited to Creator on any proof copies delivered in accordance with paragraphs 1(a)iii or 1(a)iv.
- (d) Creator may order additional copies of the Book at a discounted price of 50% of cover price. For any copies delivered from existing stock to fill such an order, royalties previously credited on those copies will be debited from the Creator's account. For any copies newly printed to fill such an order, royalties will not be credited to the Creator's account. Publisher has the sole right to determine whether to fill such an order from existing stock or to print new copies.
- (e) Royalties shall be payable to the Creator at the end of each month in which there is a positive balance in the Creator's account.

- (f) Royalty checks and copies of the Book as described in paragraph 4(d) shall be delivered to the Creator at the most recent address provided, as described in section 13.

5. TERMINATION

- (a) Types of Termination. This agreement may be terminated:
- i. By either Party on provision of written notice to the other Party, with or without cause.
 - ii. By any Party for a material breach of any provision of this agreement by the other Party, if the other Party's material breach is not cured within 14 days of receipt of written notice thereof; provided, however, that nothing in this subsection shall prevent a Party from seeking immediate injunctive relief where appropriate.
- (b) Effectiveness of Termination. After notice of termination has been given, the terms of this agreement shall remain in force while Publisher has remaining stock of the Book, except that Publisher shall not cause to be printed any additional copies of the Book after notice is received. The agreement will be considered terminated when Publisher's existing stock of the book is exhausted, whether via retail sales, wholesale sales, or sales to the Creator as described in paragraph 4(d).
- (c) Responsibilities after Termination. Following termination of this agreement, Publisher shall:
- i. promptly pay any credited royalties to Creator, and
 - ii. cease to use intellectual property related to the Book for promotional purposes, except:
 - 1) where present in existing advertisements in other titles from Publisher, and
 - 2) as provided to other retailers which have purchased the Book at wholesale, as described in paragraph 1(b)iii.2.a.

6. INDEMNIFICATION

- (a) Of Publisher by Creator. The Creator shall indemnify and hold harmless the Publisher and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successor, and assigns from and against all damages, liabilities, costs, expenses, claims, and/or judgements, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of the Creator arising from or connected with Creator's carrying out of his duties under this agreement, or (ii) the Creator's breach of any of his obligations, agreements, or duties under this agreement.
- (b) Of Creator by Publisher. The Publisher shall indemnify and hold harmless the Creator from and against all Claims that they may suffer from or incur, singly or jointly, that arise or result primarily from (i) the Publisher's operation of its business, (ii) the Publisher's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party, or (iii) the Publisher's breach of any of its obligations, agreements, or duties under this agreement; provided, however, none of the foregoing result from or arise out of the actions or inactions of the Creator.

7. NO ASSURANCE OF RESULTS

- (a) The Publisher cannot and does not guarantee the economic or commercial value of the Book. The Publisher will make reasonable efforts to promote the Book, but does not guarantee any minimum number of copies printed or sold or any minimum royalty payments to the other Parties.
- (b) The Creator cannot and does not guarantee the economic or commercial value of the Book. Regardless of the commercial success of the Book, the Publisher is responsible for all costs involved in performing the Services, and paying any royalties owed to Creator.

8. FORCE MAJEURE

- (a) A Party will not be in breach of or in default under this agreement on account of, and will not be liable to any other Party for, any delay or failure to perform his or its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:
- (b) Notify the other Parties of the Force Majeure Event and its impact on performance under this agreement; and
- (c) Use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform his or its obligations under this agreement.

9. GOVERNING LAW

- (a) **Choice of Law**. The laws of the state of Washington govern this agreement.
- (b) **Choice of Forum**. All Parties consent to the jurisdiction of the state and federal courts in King County, Washington.

10. AMENDMENTS

No amendment to this agreement will be effective unless it is in writing and signed by all Parties.

11. COUNTERPARTS; ELECTRONIC SIGNATURES

- (a) **Counterparts.** The Parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- (b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

12. NOTICES

- (a) **Writing; Permitted Delivery Methods.** Each Party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.
- (b) **Addresses.** A Party shall address notices under this section to another Party at the following addresses, unless notice has been given of a new address for that Party:

If to the Publisher, Jarlidium Press:
James Birdsall
14150 NE 20th Street
STE F1 PMB 123
Bellevue, WA 98007
info@jarlidium.com

If to the Creator, **Artist Name:**
123 45th Street
North Clydesdale, JF 67890
artist@name.com

- (c) **Effectiveness.** A notice is effective only if the Party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

13. WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

14. ENTIRE AGREEMENT

This agreement constitutes the final agreement of the Parties. It is the complete and exclusive expression of the Parties' agreement with respect to the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the Parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. No Party was induced to enter this agreement by, and no Party is relying on, any statement, representation, warranty, or agreement of any other Party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness. In particular, any "Translation" provided by Publisher is for educational purposes and does not modify, supplement, or qualify this agreement.

15. HEADINGS

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

16. EFFECTIVENESS AND TERM

- (a) This agreement will become effective when all Parties have signed it. The date this agreement is signed by the last Party to sign it, as indicated by the date associated with that Party's signature, will be deemed the date of this agreement.

(b) This agreement shall remain in force until terminated by one of the Parties thereunto. Any Party may terminate this agreement by providing written notice to the other Parties.

17. NECESSARY ACTS

Each Party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement, effective as of the date this agreement is signed by the last Party to sign it, below.

Publisher: _____ / /
for Jarlidium Press

Creator: _____ / /
Artist Name

Exhibit A: Book Description

Page count

Trim size

Binding: paperback or hardcover? Saddle-stapled or perfect bound?

Portrait/Landscape

Interior: B&W or color?, paper weight, quality of printing

Cover: color, gloss or matte?

ISBN?

Estimated cover price