

MARKETING/DISTRIBUTION AGREEMENT

made this **WHAT** day of **MONTH, YEAR**, by and between the University of North Texas Press, Publishing Division of the University of North Texas ("the Distributor"), and **WHO** ("the Proprietor") with respect to the **HARDCOVER/PAPERBACK** edition of the book, **TITLE** ("the Work").

1. Subject to the terms and conditions herein, the Proprietor hereby grants to the Distributor the sole and exclusive license to do the following in such manner as the Distributor may deem advisable:

- a. Provide warehouse space for all copies of the Work. (It is understood and acknowledged that the Distributor is not responsible for loss of inventory for any reason, such as fire, theft, or storm damage.)
- b. Receive and process all orders for the Work, applying customary discounts and credit terms.
- c. Package and ship orders using customary shipping materials and procedures.
- d. Bill and collect all accounts for orders the Distributor processes.
- e. Sell the Work at the original price of **\$INSERT PRICE** printed on the back cover, or change the book price to a lower and/or higher price at the Distributor's discretion to help increase sales. If price is changed, the Distributor shall bear the expense of new bar code stickers on back of the Work.
- f. Print copies of the Work on demand to sell once inventory has been exhausted. The printing charge will be deducted annually from royalty payments made to the Proprietor per Article 3.

Furthermore, the Proprietor hereby grants to the Distributor a non-exclusive license to do the following in such a manner as the Distributor may deem advisable:

- g. Advertise, promote, and sell the Work in a manner consistent with the Distributor's promotion of titles containing similar or related subject matter.
- h. Furnish, at the discretion of the Distributor, copies for review, publicity, or other business purposes.

Said licenses shall continue in effect for three (3) years after the Distributor's publication date and thereafter each succeeding twelve-month period unless either party gives the other written notice of termination ninety (90) days before the beginning of any twelve-month period. Upon such termination, the Distributor shall at its own expense return to the Proprietor copies of the Work then remaining on hand.

2. The Proprietor represents and warrants that it alone controls the rights herein granted and that said rights are not subject to any prior agreement, lien, or other rights that might interfere with the Distributor's exercise hereof. The Proprietor further warrants that the Work contains no libelous, obscene, plagiarized, or other unlawful matter, and that it in no way infringes upon the copyright or violates any other right of any person or party whatsoever, and the Proprietor agrees to indemnify and hold the Distributor harmless against any claim, demand, suit, action, prosecution, or judgment based upon the Distributor's exercise of the rights conferred by this agreement, including all expenses, losses, fines, penalties, court costs, attorney's fees, and liabilities suffered or incurred in connection therewith. In defending any such claim, demand, suit, action, proceeding, or prosecution, the Proprietor shall have the right to select counsel.

Commented [HK1]: If more than one rightsholder, change to:

WHO and WHO ("the Proprietors)

And then change each "Proprietor" and associated verbs and anaphors in the text to be plural.

Commented [HK2]: If the Proprietor wants to do both, be sure to write "hardcover and paperback". In (1)(e) below, also change "Sell the Work" to "Sell the hardcover edition of the Work".

Commented [HK3]: Remove if we agree up front that the book will never enter POD (because it's priced too low to do so).

3. The Proprietor agrees to ship, at its own expense, to the Distributor's warehouse at:

Attn: Wynona McCormick (979-458-3994)
Texas A&M University Press
John H. Lindsey Bldg.
4354 Lewis Street
College Station, Texas 77843

approximately SPELL OUT NUMBER (#) copies of the Work to be sold and distributed under this Agreement. The Proprietor may recall copies from inventory, directing the Distributor to ship copies at Proprietor's expense; however, except by written notice from the Distributor, the Proprietor must maintain a minimum of 100 copies at the Distributor's warehouse.

Commented [HK4]: Replace with "pay for the printing of" if the Libraries will arrange for printing through UNT Press's Lightning Source contract.

Commented [HK5]: Figure to be determined in consultation with the director of the UNT Press.

4. The Distributor agrees to pay the Proprietor, for each copy of the Work sold and distributed by the Distributor, forty percent (40%) of the Distributor's income from sales, minus printing charges and fees; with the exception of copies of the Work sold outside the territorial limits of the United States, which shall be considered overseas sales, for which the amount payable to the Proprietor shall be one-half the foregoing rate. Payment shall be split among the Proprietors as follows: 50% to WHO and 50% to WHO.

Commented [HK6]: Omit if not relevant. Note that at the time when royalties are first paid by UNT Press, all who will receive any portion of the royalties will need to provide a W-9 to UNT.

5. No payment shall be made with respect to copies of the Work destroyed or materially damaged before sale, nor with respect to copies distributed without charge.

6. The Distributor agrees to submit to the Proprietor on or before each November 30 after publication of the book provided for herein, during the life of this contract, a statement of account of the sales made on account of the said publication for the annual period preceding as of August 31, together with payment of such income as may have accrued as are shown by the aforesaid statement of account; provided, however, that should the amount due the Proprietor in any annual accounting period be less than \$20.00, the earnings shall be allowed to accrue.

7. The Distributor may instruct the Proprietor to contact the Distributor's fulfillment center directly in case the Proprietor wishes to recall part of the initial inventory previously paid per 1.a above, without terminating the agreement. In this case, the Distributor will check inventory to see if there are enough copies of the initial paid inventory still in stock. If so, the Distributor or the Distributor's fulfillment center will charge the Proprietor for shipping costs only. If initial paid inventory stock per 1.a has been depleted, then the Distributor or the Distributor's fulfillment center will charge the Proprietor for the costs of printing and shipping.

[Signature page follows.]

In witness hereof, the undersigned have affixed their signatures.

Executed on behalf of the University of North Texas Press:

Jennifer Cowley, Provost and Vice President for Academic Affairs

date

Departmental Approval:

Ronald Chrisman, Director

date

Executed on behalf of the Proprietor:

NAME AGAIN

date

Address

Social Security/Taxpayer ID Number