

Not-for-Profit Publishing Agreement

This Agreement, entered into on ____/____/____, is between Pen & Publish, LLC, and _____ (hereafter “Organization”) to publish and print a trade-quality book containing the writing of current members and/or other participants, hereafter the “Work.”

Pen & Publish will (upon receipt of an Agreement with authorized signature) provide at no charge:

- 1) Program instructions, templates, ideas and assistance.
- 2) Unique ISBN and Bar Code.
- 3) Wholesale availability for one year.
- 4) Cover and interior book formatting and design.
- 5) A “proof” of final cover and interior for review and sign off.
- 6) Two initial copies of the book, delivered to Organization.

Organization will provide:

- 1) The Work interior text on paper or acceptable electronic file.
- 2) Graphics on paper or acceptable electronic format.
- 3) Notification of damaged books in need of replacement within five business days.
- 4) A minimum initial order of at least 100 copies unless otherwise approved in writing by Pen & Publish.

Organization agrees and warrants:

- 1) To accept complete and full and unconditional responsibility for the content of the Work.
- 2) It has the authority or permission to publish the entire content of the Work.
- 3) To solicit, collect and deliver advance orders for the finished book.
- 4) Pen & Publish maintains ownership and copyright of all program materials provided, including, but not limited to: templates, instructions, artwork, ISBN and bar code.
- 5) Pen & Publish will not be held responsible for errors in the Work including, but not limited to spelling, grammar, and punctuation.

Organization grants Pen & Publish the right to:

- 1) Use materials provided by Organization for up to 2 years after expiration of Agreement for promotional purposes, unless Organization opposes such use in writing.
- 2) Prepare, print, market, sell, distribute and ship the Work, collect and distribute monies for the Work in accordance with this Agreement.
- 3) Print books for use as free samples, donations and archive copies without compensation to Organization.

Retail and Direct Book Sales Pricing

Pen & Publish will calculate Organization cost per book based on approximate page count, size and submission format, and Organization will determine direct sales pricing. The suggested Advance Order Price for most paperback books is \$12 to \$16. Organization cost for most books is \$9 to \$11.

Direct orders from Organization

Pen & Publish will provide additional discounts on orders of 500 or more books through lower book pricing, free copy donations, and/or free or reduced shipping charges based on:

- 1) Total order costs.
- 2) Pen & Publish set-up and program costs incurred.
- 3) Efficiency of Organization during publishing process.

Organization agrees to pay:

- 1) 50% of total book order cost with order to purchase.
- 2) Balance due within 30 days of book delivery.
- 3) Pay a late fee of 1.5% of the outstanding balance for every 30 days payment is past due.
- 4) \$2 surcharge per book on orders of less than 10 books.
- 5) \$2 surcharge per book on primary order of less than 100 books (other than sample books ordered in advance of main sales order).

Book pricing to Organization will include shipping and handling charges. Pen & Publish agrees Organization will not pay for the return of books damaged in printing or shipping.

Charges apply to books ordered by Organization and not books sold through wholesale distribution channels.

Organization Compensation for Wholesale Orders

Pen & Publish will pay:

- 1) Printing costs for the books sold wholesale.
- 2) 20% of the wholesale receipts to Organization (minimum \$1 per book)
(Retail Price – 50% wholesaler discount = wholesale receipts)
- 3) Organization quarterly payments when \$50 or more is due. Lesser amounts will be rolled over to the next quarter in which a total of \$50 or more is due.
- 4) Quarterly, quarterly roll over and final payment of funds within 60 days of the end of the calendar quarter in which funds are received from wholesaler.

Quarterly and final agreement payments will be accompanied by a brief sales report.

Term This Agreement will terminate with the last payment to Organization after the conclusion of the one year wholesale availability of the Work. Organization may choose to extend the distribution and Agreement in one year increments by paying Pen & Publish

a \$25 fee 14 days or more ahead of final wholesale availability date. Pen & Publish may extend direct availability and/or distribution and Agreement on certain books without charge.

Cancellation Organization may cancel this Agreement in writing by certified letter without penalty before Work is submitted to Pen & Publish. Organization will pay Pen & Publish a penalty of \$300 for work performed, plus payment for any ordered copies after Work is submitted. Pen & Publish may cancel this Agreement with written notice for noncompliance, or any reasonable cause before Organization purchase order or payment is received, and without compensation from or to Organization.

Severability If any part of this Agreement is found to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be binding and effective.

Governing Law This agreement shall be governed by and construed in accordance with the laws of the State of Missouri without recourse to conflicts of law principles. Parties agree any arbitration or court proceedings will take place in St. Louis, Missouri or a federal court in Missouri. The prevailing party will be awarded attorneys' fees and other reasonable expenses.

Entire Agreement This Agreement contains the entire agreement of the parties and supersedes all prior agreements or communications between the parties concerning the publishing of a book for fundraising and education purposes. The Pen & Publish website contains further clarification and details, that while not part of this agreement, offer further definition of intent. This Agreement may only be amended by an agreement in writing signed by both parties.

Organization Name (and associated contracting entity if other than Organization)

Organization Mailing and Delivery (if different) Address, City, State, Zip Code

Authorized Signature

Printed Name and Title

Printed Primary Contact Name

Date

E-Mail Address

Daytime Phone Number(s)

Jennifer Geist, Pen & Publish, LLC

Date

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