

School Publishing Agreement

This Agreement, entered into on ____/____/____, is between Pen & Publish, Inc. and _____ (hereafter “School”) to publish and print a trade-quality book primarily containing the writing of current students for the purpose of education and optional fundraising, 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 PDF “proof” of final cover and interior for review and sign off.
- 6) Two initial copies of the book, delivered to School.

School 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 school days.
- 4) A minimum of 100 contributing students unless otherwise approved in writing by Pen & Publish.

School 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.

School grants Pen & Publish the right to:

- 1) Use materials provided by School for up to 2 years after expiration of Agreement for promotional purposes, unless School 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 School.

Retail and Direct Book Sales Pricing

Pen & Publish will calculate School cost per book based on approximate page count, size and submission format, and School will determine direct sales pricing. The suggested

Advance Order Price for most paperback books is \$12 to \$16. School cost for most books is \$9 to \$11.

Direct orders from School

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

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

School agrees to pay:

- 1) 50% of total book order cost with order to purchase *when School rules permit*.
- 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 Advanced Order sales).

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

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

School Compensation for Wholesale Orders

Pen & Publish will pay:

- 1) Printing costs for the books sold wholesale.
- 2) 20% of the wholesale receipts to School (minimum \$1 per book)
(Retail List Price – 50% wholesaler discount = wholesale receipts).
- 3) School 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 School at the conclusion of the one year wholesale availability of the Work. Books may be ordered up until the final date of distribution. School 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.

Cancellation School may cancel this Agreement in writing without penalty before Work is submitted to Pen & Publish. School 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 School purchase order or payment is received without compensation from or to School.

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 Indiana without recourse to conflicts of law principles. Parties agree any arbitration or court proceedings will take place in Bloomington, Indiana or a federal court in Indiana. 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 that is signed by both parties.

School Name (and associated contracting entity if other than school)

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

Authorized Signature

Printed Name and Title

Second Signature (if Required)

Printed Name and Title

Printed Primary Contact Name

Daytime Phone Number(s)

E-Mail Address

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