

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 Publisher"), 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 Publisher the sole and exclusive license to do the following in such manner as the Publisher may deem advisable:

- a. Provide warehouse space for all copies of the Work, with a minimum of 50 copies paid for and provided by Proprietor to Publisher. (It is understood and acknowledged that the Publisher is not responsible for loss of inventory for any reason, such as fire, theft, or storm damage.)
- b. Advertise, promote, and sell the Work in a manner consistent with the Publisher's promotion of titles containing similar or related subject matter.
- c. Furnish, at the discretion of the Publisher, copies for review, publicity, or other business purposes.
- d. Receive and process all orders for the Work, applying customary discounts and credit terms.
- e. Package and ship orders using customary shipping materials and procedures.
- f. Bill and collect all accounts for orders the Publisher processes.
- g. 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 in Publisher's discretion to help increase sales. If price is changed, Publisher shall bear the expense of new bar code stickers on back of Work.
- h. 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 Proprietor per Article 3.

Said license shall continue in effect for three (3) years after the Publisher'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 Publisher 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 Publisher'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 Publisher harmless against any claim, demand, suit, action, prosecution, or judgment based upon the Publisher'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.

