

DISTRIBUTION AGREEMENT

THIS AGREEMENT is made and entered into as of the ___ day of _____, 20___, by and between Laura R. Danforth, d/b/a DANFORTH BOOK DISTRIBUTION, having its business address at 3220 – 228th Street S.W., Bothell WA 98021 (“Distributor”), and _____, (“Author”) whose address is:

(street address, apt. no., city, state, zip)

WHEREAS, Distributor is engaged in the business of post-publication book distribution and related services, which Author desires to utilize for the book entitled: _____ (the “Title”).

NOW, THEREFORE, for and in consideration of the recitations set forth above, the terms and conditions hereof and the mutual benefits to be derived herefrom, the parties agree as follows:

1. Grant of Rights. Subject to the terms and specific limitations set forth herein, Author hereby grants to Distributor the right to distribute and sell the Title. Such grant includes the right to make the Title available for sale to various book wholesalers with which Distributor from time to time maintains working relationships. A Wholesaler is defined as a company who sells and distributes books to the book trade (bookstores and libraries). Distributor may also sell the Title directly through Distributor’s website. All rights not specifically granted to Distributor, including without limitation, all copyright interests, are reserved by Author.

2. Book Distribution.
 - (a) Distributor shall establish and maintain accounts with various major book wholesalers (“Wholesalers”) to which the Title will be offered for wholesale purchase. Titles shall be packaged and sent to Wholesalers for review and solicitation of purchase orders.

 - (b) Subject to the storage fee set forth below, Distributor shall store an inventory of the Title in such quantities as from time to time agreed upon by the parties, and maintain an inventory tracking system.

 - (c) Distributor shall timely fill purchase orders from Wholesalers and arrange the shipment thereof. Shipping costs shall be billed to the account of Author, provided shipping is not billed to the end user.

 - (d) Distributor shall not provide promotional, marketing or any other services not specifically set forth herein.

 - (e) Distributor shall timely invoice for each purchase order from Wholesalers and receive payments from all book sales for the account of Author. Proceeds from such sales, less the compensation and other charges due Distributor, shall be forwarded to Author monthly. Such payment shall be accompanied by a detailed accounting showing all revenues and charges.

3. Compensation and Other Charges/ Holdbacks.

- (a) Author will be billed for the following:
 - (i) **One-time account set up fee of \$600.00** to establish Author's account, which shall include establishing an inventory accounting, Title detail sheets, data entry into Wholesalers' online "new title" submission accounts and related administrative processes. The setup fee does not include the shipping of initial copies to wholesalers for their review.
 - (ii) **15% commission** on all Title sale receipts including, without limitation sales to Wholesalers. Commissions will not be owing on any Title sales made directly by Author outside the scope of this Agreement, e.g., sales to retail book stores, at Title signings and through Author's website.
 - (iii) **\$0.02 Storage fee** charged monthly for each book held in inventory on the last day of the prior month.
 - (iv) **Shipping / Handling Fee** – all costs of shipping including, without limitation, carrier charges, postage and shipping material costs together with a handling fee of 10% of such costs. Author shall also be responsible for any set up and handling fee charged to Distributor by Wholesalers for handling the Title.
- (b) All payments received from Wholesaler accounts shall be subject to a 25% holdback, up to a maximum of \$300.00, to cover unforeseen returns from Wholesalers. This holdback will be held in an escrow account. Distributor shall pay Author net sums held as holdbacks at such time as Wholesaler accounts for the Title have been settled in full.

4. Term.

- (a) This Agreement shall continue indefinitely until terminated as herein provided. Either party may terminate this Agreement, with or without cause, by giving the other party not less than thirty (30) days written notice of such termination (the "Notice of Termination").
- (b) Orders in process prior to the effective date of any such termination shall be completed, delivered and paid in accordance with the terms hereof.
- (c) Upon termination of this Agreement, Author shall, at Author's sole cost and expense, arrange for pick-up or shipment of any unsold inventory back to Author. The storage fee set forth above shall continue to apply until shipment occurs. In the event Author fails to timely arrange shipment, Distributor shall arrange shipment to the address set forth above and invoice Author for the shipping costs and handling fee set forth below.
- (d) Upon termination all accounts shall be settled in a reasonable time. All funds held by Distributor for the account of Author shall be subject to offset for all compensation and charges due Distributor as provided herein.

5. Relationship. Distributor and its employees and agents shall at all times while providing services hereunder do so as an independent contractor and not an employee of the Author for any purpose. Distributor shall be solely responsible for supervising any employee and overseeing the work of any representative or agent thereof, providing services with respect hereto, as well as for payment of all commissions, wages and payroll taxes attributed thereto.

6. Trademark/Copyright Infringement. Author represents and warrants that the Title and the materials contained therein do not infringe upon any trademark, trade name or copyright. Author agrees to indemnify and hold Distributor harmless from and against any and all claims, demands, actions or causes of action, damages, including reasonable attorneys fees and costs, asserted by any party for trademark, trade name or copyright infringement arising from the use of any article, photograph or other material included in the Title.

7. Assignment. This Agreement and the work to be performed hereunder is personal between the parties and may not be assigned, subcontracted out or otherwise transferred without the express written consent of the other party.

8. General Provisions.
 - (a) This Agreement and all its terms are binding upon the parties and their respective employees, agents, successors and assigns.

 - (b) No amendments, waiver or modification of this Agreement, or of any term or condition hereof, shall be valid or effective unless in writing.

 - (c) This Agreement shall be governed by the laws of the state of Washington. Venue for any action brought to enforce or interpret the terms hereof shall be in Snohomish County, Washington.

 - (d) This Agreement expresses the full and final agreement of the parties relating to the purposes expressed herein. There are no verbal agreements which modify or offset this Agreement.

 - (e) The substantially prevailing party in any action to enforce or interpret the terms hereof shall be entitled to recover reasonable attorneys fees and costs from the other party.

THIS AGREEMENT is effective as of the day and year first above written.

“Distributor”:

“Author”:

 Laura R. Danforth
 d/b/a Danforth Book Distribution

 (print name)

Date: _____

Date: _____