

BILLY THE KID’S WEIRD WEST CONTRACT

This agreement is made between:

NAME

NAME

ADDRESS

ADDRESS

ADDRESS
(hereinafter called the “Creator”)

ADDRESS
(hereinafter called the “Creator”)

and:

Broken Oar Comics
8208 Romaine St. Apt. 2
West Hollywood, CA 90046
(hereinafter called the “Publisher”)

WHEREAS, the Creator has created a short, illustrated story or comic book called, _____,
(hereinafter called the “Project”) consisting of text, lettering, and illustrations, and

WHEREAS the parties wish to respectively publish their story in the anthology collection tentatively titled **BILLY THE KID’S WEIRD WEST** and to exploit the other rights granted in this Agreement and set forth in the terms below.

In consideration of the mutual promises and agreements of the parties hereto for the Project as hereinafter set forth, it is agreed as follows:

1. Rights Conveyed:

- a) The Creator hereby grants to Publisher and Publisher hereby accepts non-exclusive rights in the Project as described in this Section in perpetuity. Creator acknowledges and agrees that the following rights are included in the rights conveyed to the Publisher under Section 1:
 - a. Right to print the Project as part of the anthology tentatively titled **BILLY THE KID’S WEIRD WEST** in all mediums, worldwide, for the length of the contract.
 - b. Verbatim electronic rights, defined as follows: the right to publish, print, promote, advertise, distribute, or authorize publication of all or part of the text and art of the Project in information storage and retrieval systems of devices, databases or on software (including but not limited to CD-ROM and floppy disks) or through other electronic media now known or later developed, including, specifically, electronic books. “Electronic book” means a form of non-print

reproduction intended to make all or part of the Project available in a visually perceptible form for reading.

- c. The Publisher is granted right to assign and license to the Publisher's parent, agent, subsidiaries, or affiliates, the use of the Project for publication in whole or in part in any form in any and all languages.
- d. The Publisher is granted to right to split stories into multiple volumes, if necessary, but must keep any story wholly together (i.e., no part 1 and part 2), without written permission from the creator.

All other rights are retained by the Creator, including ancillary rights and publication rights in any other form. Creator also retains the right to reprint their story in any manner during the length of this contract, including in their own books, as their own books, and in other anthologies. However, Publisher requests that Creator refrain from publishing their story for 180 days following the completion of the Kickstarter campaign.

2. Compensation.

In return for the Project delivered under the specifications of this agreement, Publisher shall compensate Creator, pursuant to the terms defined below.

- a) Publisher will disburse 80% of net receipt sales for Kickstarter Project to Creators on a one-time basis. Payment will occur no more than 90 days after the Kickstarter has been fulfilled, and be accompanied by a statement of total gross receipts.
- b) "Net receipts" shall be defined as total compensation accrued by Publisher minus expenses, including but not limited to: printing, shipping, Kickstarter fees, estimated taxes, and a small editorial fee for building, running, and fulfilling the Kickstarter.
- c) The editorial fee shall operate on a sliding scale depending on the size of the Kickstarter. For example, if we only ship to 100 backers, our fee would be smaller than if we ship to 1,000.
- d) Payment shall be calculated by calculating net receipts and disbursing said receipts to creators based on the size of their contribution to the book. For example, if the book is 200 total pages and the creator contributed 10 pages, they are entitled to 5% of all disburseable funds ($10/200=.05$).
 - a. If there is \$5,000 left over after the Kickstarter has been fulfilled, then total disburseable compensation to creators would be \$4,000, of which a creator who contributed 10 pages would be entitled to \$200 in total compensation.
 - b. If there is \$10,000 left over after the Kickstarter has been fulfilled, then total disburseable compensation to creators would be \$8,000, of which a creator who contributed 10 pages would be entitled to \$400 in total compensation.
 - c. If there is \$20,000 left over after the Kickstarter has been fulfilled, then total disburseable compensation to creators would be \$16,000, of which a creator who contributed 10 pages would be entitled to \$800 in total compensation.
 - d. And so on. **This is only an example for demonstration purposes, not a guarantee of compensation.**
- e) Publisher will make one payment to Creator. It is up to Creator to decide if and how to divide the check amongst their team.
- f) Payment will only be given once compensation equals \$10 or more.
- g) Publisher will provide 5 copies of the book to each creator (shipping costs included)
- h) If there are substantial profits from subsequent printings, Publisher will make good faith effort to pay a royalty based on a similar scale as outlined in section (d) above.

3. Publication of the Project

a. After giving notice to the Creator that it has accepted the Project as being in form, content and substance acceptable for publication, the Publisher shall publish the Project within eighteen (18) months of the Publisher's acceptance of the complete and finished manuscript of the Project, and in such style and manner as it shall deem suitable. If no printed or digital version of the book is published within this timeframe, then all rights revert to creator.

The Creator agrees that the Publisher reserves the right not to publish based on the Publisher's assessment of the market and the marketability of the Project at the time. Should the Publisher decide not to publish the Project, upon written notice to the Creator, this Agreement is terminated and all rights to the Project revert to the Creator.

4. Creator Copies

Creator shall have the right to purchase additional books (where available) for the Publisher's printing costs. For example:

If Publisher's Print Cost = \$5.00 per book, then

Creator Purchase Price = \$5.00 + any added shipping costs and handling fees per shipment.

This is only an example for illustration purposes. Actual costs may vary. Creator copies bought shall not count toward gross receipts.

5. Creator's Name and Likeness

The Publisher and any of its licensees or assigns hereunder, shall have the right to use the Creator's name, image, likeness, pseudonym if used, and biography in connection with the exercise of any such rights, and in advertising and publicity in connection therewith for the duration of the agreement. It is understood and agreed that the Creator shall provide at the Creator's expense a reproducible photograph of the Creator (accompanied by release form from photographer and proper credit line) that the Publisher may use in connection with the Project and in advertising and promotion of the Project. Any photograph provided by the Creator shall be deemed approved by the Creator. The Creator shall cooperate, at the Publisher's sole expense, in advertising and promotional activities at mutually agreed upon times and places.

6. Confidentiality

Publisher and Creator acknowledge and agree that the Specifications and all other documents and information related to the development of the Project, will constitute valuable trade secrets. Creator shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without Publisher's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly any information regarding this or any other project that may or may not be in development.

7. Limited Warranty and Limitation on Damages.

Creator warrants the Project will conform to the technical specifications required for publishing. Publisher shall provide such specifications at least 60 days prior the date Creator is required to deliver the manuscript under Section 3 of this Agreement.

If the Project does not conform to the specifications, Creator shall be responsible for the timely correction of the Project, at Creator's sole expense and without charge to Publisher, to bring the Project into conformance with the specifications. This warranty shall be the exclusive warranty available to Publisher. Publisher waives any other warranty, express or implied. Publisher acknowledges that Creator is not responsible for the results obtained by Publisher's use of any part of the Project. Publisher acknowledges that Creator is not responsible for fixing any problems, errors or omissions on the Project, once mass produced or after Publisher has tested, proofed and approved the Project. Except as otherwise expressly stated herein, Publisher waives any claim for damages, direct or indirect, and agrees that its sole and exclusive remedy for damages (either in contract or tort) is the return of the consideration paid to Creator as set forth section 7. This limited warranty shall become void and expire 60 days after the delivery of the Project by Creator.

8. Independent Contractor.

Creator is retained as independent contractors. Creator will be fully responsible for payment of their own income taxes on all compensation earned under this Agreement. Publisher will not withhold or pay any income tax, social security tax, or any other payroll taxes on Creator's behalf. Creator understands that they will not be entitled to any fringe benefits that Publisher provides for its employees generally or to any statutory employment benefits, including without limitation worker's compensation or unemployment insurance.

9. General Provisions.

9.1 Entire Agreement.

Unless otherwise stated, this Agreement contains the entire Agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by all of the parties hereto.

9.2 Governing Law.

This Agreement is governed by California law. Any dispute arising out or in connection with this agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of California, which Rules are deemed to be incorporated by reference into this clause. The place of arbitration shall be Los Angeles, CA.

9.3 Binding Effect.

This Agreement shall be binding upon and endure to the benefit of Publisher and Creator and their respective successors and assigns, provided that Creator shall not assign any of their obligations under this Agreement without Publisher's prior written consent.

9.4 Waiver.

The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

9.5 Good Faith.

Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

9.6 Indemnification.

Creator warrants that everything it gives Publisher to include in the Project is legally owned or licensed to Creator. Creator agrees to indemnify and hold Publisher harmless from any and all claims brought by any third-party relating to Creator's Proprietary Material provided by Creator to Publisher including any and all demands, liabilities, losses, reasonable associated costs and claims including reasonable attorney's fees arising out of injury caused by Creator's Proprietary Material supplied by Creator to Publisher, copyright infringement, and defective products sold as a result of Publisher's distribution of the Project.

Creator warrants that art style and artwork are unique to this project. Creator agrees to indemnify and hold Publisher harmless from any and all claims brought by any third-party relating to Creator's Proprietary Material provided by Creator to Publisher including any and all demands, liabilities, losses, reasonable associated costs and claims including reasonable attorney's fees arising out of injury caused by Creator's Proprietary Material supplied by Creator to Publisher, and copyright infringement.

9.7 Attorney's Fees.

In the event any party to this Agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual reasonable attorney's fees and reasonable associated costs, including expert witness fees.

9.8 Trademarks, Logos and other Intellectual Property Issues.

Creator is responsible for any Copyright or Trademark issues related to the creation and use of Project files by Creator. Creator shall be solely responsible for any Trademark or Copyright searches pertaining to the Project unless otherwise contracted for in the Specifications. Creator will not knowingly copy other rightfully trademarked or copyrighted material.

9.9 Singular/Plural and other grammatical errors

Any mistakes in grammar, spelling, or tense shall not be construed as a breach of contract. Contract shall be read in good faith and guided by common sense.

9.10 Headings

The headings of paragraphs and sections hereof are included only for the purpose of reference, and shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this agreement or any part or portion thereof, nor be given any legal effect.

9.11 Validity of Each Part

In the event any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if that provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect, and there shall be added automatically as a part of this Agreement a provision as similar to such severed provision as may be possible, legal, valid, and enforceable.

9.12 Creator Warranty

The Creator warrants that to the best of its knowledge and belief, the contents of the Project are original with the Creator and do not contain false or libelous statements and do not otherwise infringe upon or violate the rights of any person, firm or corporation. The Creator further warrants that he/she has sole proprietary rights to the material contained in the Project. The Creator agrees to save harmless the Publisher, its licensees and assignees and sellers of this Project from all costs and expenses (including attorney's fees) resulting from any

legal claims or litigation arising from the contents of the Project or the rights to the Publisher herein. These warranties and indemnities shall survive the termination of this Agreement.

9.13 Publisher Warranty

Publisher represents and warrants that as of the Effective Date, Publisher is capable of meeting its day to day financial obligations; neither Publisher nor any of its affiliates have any business obligations or agreements with third parties that would prevent or interfere with the publication of the Project; and Publisher has a distribution network sufficient to effectively distribute the Project. These representations and warranties shall survive the termination of this Agreement.

9.14 No Partnership

Nothing in this Agreement shall be interpreted to create a joint venture, partnership, or agency relationship between the parties other than that of independent contractors. Neither party shall do or suffer to be done anything whereby one party may be represented as an agent, partner, or joint-venture of the other.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement:

("Creator")

("Creator")

Date

Date