

PUBLISHING AGREEMENT

THIS PUBLISHING AGREEMENT (“Agreement”) is made and entered into effective as of _____, 20__ (the “Effective Date”) by and between COMPANY, whose principal business address is FULL ADDRESS (“Publisher”) and _____ comic book creator(s), whose principal business address is _____ (“Owner(s)"). For good and valuable consideration, the receipt and adequacy of which are acknowledged, Owner(s) and Publisher agree as follows:

1. Defined Terms.

a. Property: the intellectual property owned, exclusively created and/or controlled by Owner(s) specifically identified in any Statement of Work executed by the Publisher including without limitation, names, titles, text, plots, themes, dialogue, language, incidents, action, story, designs, drawings, artwork, ideas, subject matter, format, continuity, characters and characterizations now existing or hereafter created. For clarification purposes, “Property” does not include any underlying intellectual property that is not embodied in any Products published by Publisher pursuant to this Agreement, whether prior to the Effective Date, during the Term, or thereafter.

b. Products: comic books, graphic novels and trade collections (hardcover or softcover) as well as digital versions of such, including but not limited to web comics, or motion comics based upon and/or incorporating the Property.

c. Standard Rights: the exclusive right during the Term and throughout the Territory to (i) manufacture, advertise, exploit, distribute, sublicense and sell printed and digital editions (digital editions include, but are not limited to, ComiXology, Drive Thru Comics, Amazon’s Kindle, other eBook reading devices, on-line downloads, mobile phone distribution, iPod distribution, PSP, other portable video game distribution, social media platforms, Instagram, Twitter, Facebook, newsletter platforms such as Substack, subscription platforms such as Patreon, and other media now known or hereafter invented for digital distribution to end users) and audiobook versions of the Products and, (ii) the exclusive right during the Term and throughout the Territory to manufacture, advertise, exploit, distribute, sublicense and sell sublicensed foreign language printed editions of the Products.

d. Entertainment and Licensing Rights: the exclusive right during the Term and throughout the Territory to the Property, in any and all media, for any and all merchandise, digital media adaptations or translations or work based upon the Property in any way except digital versions of the Product itself as those Products are part of the Standard Rights, or any licensed or sublicensed goods or services including but not limited to Film, television, animation, digital games, digital images, physical games, roleplaying games, card games, toys, picture books, statues, or any other hard or soft good or service, worldwide.

e. Territory: Worldwide.

Commented [AS1]: I am not an attorney, so these notes are based on my experiences as both a freelancer and a publisher, but you should consult an attorney of your own on any contract. This document does NOT constitute legal advice.

Please note that this is not a contract you should use. I’ve deleted sections that and aspects to keep it more brief and it is an incomplete contract as it currently stands.

The purpose of this document with the notes is to point out things you should look for in any contract, not to give you a contract that you can use—if at all possible, you should not use a previously drafted contract for you and your collaborators or publisher or clients. You will want something drawn up specifically for you and your needs.

Commented [AS2]: Need to state what the document is. This one is a publishing agreement.

Commented [AS3]: It must have a date on it for when it goes into effect.

Commented [AS4]: It also needs to clearly state who the contract is between and usually their addresses as well.

Commented [AS5]: This section is only defining what certain terms mean in the context of this contract. These terms may take on different meanings than they do in normal language especially since a lot of the terms are ambiguous by nature.

Defining a term does not mean that anything is happening with that term. This section tells you that when you see it in a later section, that it means what it says here when used in the rest of the contract.

So you’ll want to make sure you agree with the terminology as defined.

Commented [AS6]: This can be called any number of things, but you’ll want to look for the definition that says what you’re giving up.

Commented [AS7]: This means that no one else would have the right to use this.

f. Sublicenses: Third-party entities with which Publisher may, in its sole discretion, contract, for the publication, distribution of, and/or payment of royalties on Products.

g. Term and Termination: With respect to the Standard Rights of each Property identified on a Statement of Work, the term of this Agreement shall be from the Effective Date until terminated by any of the following: (i) by written agreement of the parties; (ii) twelve (12) months after the delivery date of the last of the Final Artwork files of the Property from Owner(s) to Publisher and Publisher is appropriately notified by Owner(s) of said delivery, if Publisher fails to publish a Product based on such Property or within such other time period or periods set forth in the Product Statement of Work; (iii) by written notice of Owner(s) following any Royalty reporting period during which Products embodying such Property are Out of Print and Publisher agrees that it does not intend to restock and continue offering any print Products embodying the Property. Publisher must send a written response indicating that it does or does not intend to reprint the Product within sixty (60) days of notice from the Owner. In the case that the Publisher does intend to restock the Product(s), the Publisher has ninety (90) days after the written notice from Owner(s) to begin offering the Product(s) again and to provide notice to the Owner of the same; (iv) If either Publisher or Owner(s) breach this Agreement, and fail to cure such breach, if curable, within sixty (60) days following its receipt of written notice from the non-breaching party specifying the nature of such breach, then the non-breaching party shall have the right thereafter to terminate this Agreement upon written notice thereof to the breaching party. For purposes of clarity for determining "Out of Print," digital versions do not constitute "in print." Upon termination of a Statement of Work or this Agreement, all rights granted to Publisher with respect to a Property or Properties, as applicable, shall revert to Owner(s). (v) Publisher shall retain the right to the Sell Off Period in the event of any reversion of rights to Owner(s). Publisher reserves the right, to be exercised at any time and from time to time, to refuse to perform or delay services as set forth herein for any given title or Property if advised to do so by counsel by reason of risk of liability or litigation against it, or by reason of the material breach by Owner(s) of their representations and warranties as set forth in section 5 hereof. Depending on the perceived extent, as determined solely by Publisher, of the material breach by Owner(s), Publisher may terminate this Agreement effective immediately upon notification of the Owner(s), in which case Owner(s) will be entitled to Net Profits earned at the time of this Agreement's termination. The Sell Off Period still applies, regardless of reason for Termination. This Publishing Agreement supersedes any and all previous contracts between the parties regarding the property in question.

With respect to the Entertainment and Licensing Rights of each Property identified on Exhibit C, if signed by Owner(s) and Publisher, of this Agreement, The term of this agreement shall commence on the date hereof and end on the date five (5) years from the later of the date of this Agreement (the "Term") or the date of first publication based on the Property, except that such term shall be automatically renewed for an additional period of five (5) years if the Publisher has set up the Property for development and/or production during the first five (5) years of the Term. Upon any termination of this Agreement, if there are at the time of such termination any outstanding contracts to third parties respecting any Entertainment and Licensing Rights hereunder, the Publisher shall continue to receive the proceeds therefrom, and shall make payments to the Owner(s) in accordance with Section 2.g until such contracts are terminated.

Commented [AS8]: You want to see a section or paragraph or two on how long the contract lasts AND how it terminates AND what happens upon termination.

h. **Royalty:** Royalty payments for Products sold under license of the Standard Rights shall be made by Publisher to Owner(s), as follows:

- (1) For the first 2,000 Quantity Sold by Publisher of any single print run of a comic book, Publisher will pay 10% of the Manufacturer's Suggested Retail Price (MSRP) to Owner(s). For 2,001 units and up of Quantity Sold, Publisher will pay 13% of MSRP to Owner(s). The Quantity Sold resets back to zero with any additional print run. Any and all Products at the same MSRP of a single print run are considered one item. Any Products with a different MSRP, are considered a separate item and a separate print run.
- (2) For the first 2,000 Quantity Sold by Publisher of a single print run of a collected edition, Hard Cover or Trade Paperback, Publisher will pay 8% of the MSRP to Owner(s). For 2,001 through 3,000 Quantity Sold by Publisher of a single print run of a graphic novel, collected edition, Hard Cover or Trade Paperback, Publisher will pay 12% of MSRP to Owner(s). For 3,001 and above Quantity Sold by Publisher of a single print run of a collected edition, Hard Cover or Trade Paperback, Publisher will pay 13% of MSRP to Owner(s). The Quantity Sold resets back to zero with any additional print run. Any and all Products at the same MSRP of a single print run are considered one item. Any Products with a different MSRP, are considered a separate item and a separate print run.
- (3) 50% of Net Profits from each digital version of a Product sold through any platform or sold direct via Publisher's website or other proprietary platforms.
- (4) 50% of the Sublicensing Net Profits received by Publisher for foreign language rights granted to a Sublicensee.
- (5) Publisher may, at its sole discretion, distribute promotional copies of the Product, both digital and/or physical, in reasonable quantities for promotional purposes, charitable contributions, and for any other reason. These copies do not count toward Quantity Sold and therefore no royalty shall be paid.

i. **Sell Off Period:** the period of 180 days following the end of the Term for selling remaining physical Products and take down digital offerings of the Product(s).

j. **Net Profits:** The revenues actually received (and not refunded or otherwise credited) by Publisher from its exercise of Entertainment and Licensing Rights, if licensed by signing Exhibit C, in the Territory during the Term as granted by the Publisher less any and all direct costs associated therewith, including but not limited to printing costs, marketing expenses, distribution fees, and shipping and handling charges and Publisher's Production Fees.

k. **Direct to Consumer:** Any sale made by Publisher directly to any consumer including but not limited to end consumers, collectors, and retailers.

l. **Retailer Exclusive Product:** A cover or other format of the Product made specifically for a single (or group acting as a single retailer) that is sold exclusively to the retailer or retailer group.

Commented [AS9]: You'll want to see a section on payment whether it's a royalty like this or flat payment or whatever. You need to know how and what and when you'll get paid.

This may also include collector clubs and the like, so long as the cover is exclusive to the re-seller. These orders are negotiated and placed directly with Publisher.

m. Sublicensing Net Profit: The revenues actually received and not refunded or otherwise credited by a Publisher from Sublicensees for sublicensing or other rights as set forth in a Statement of Work, less all Publisher costs associated therewith, including but not limited to sub-agents' costs and commissions.

n. Statement of Work: A statement in the form of Exhibit A attached hereto and incorporated herein by reference that is signed by Publisher and Owner(s).

o. Finished Artwork: Electronic files, provided in a format specified by Publisher, ready for publication by Publisher. Publisher, in its sole discretion, may set the format and delivery date(s) required of Owner(s). Publisher may, in its sole discretion, reject Finished Artwork on the basis of format, timeliness of delivery, subjective quality, or on any other basis, with no obligation to publish or distribute rejected Finished Artwork or Products. Owner(s) are required to provide Publisher with a minimum of two Finished Artwork cover files per Product with the exception of collected editions.

r. Manufacturer's Suggested Retail Price (MSRP): The price of a product typically printed on the product or its packaging or within the distribution catalog that the Manufacturer or Publisher suggests it be sold at retail.

s. Quantity Sold: The actual quantity of units sold by Publisher to wholesalers, fulfillment services, webstore, and Direct to Consumer. Quantity Sold does not include damaged, giveaway, returned, or any other defective or unsellable copies of any Product.

t. MSRP Percentage: The percentage of the MSRP as determined in section 1.h.1 and 1.h.2 to determine a per-unit Royalty payment. The MSRP Percentage can change based on type of product or on Quantity Sold or be tiered based on a variety of factors as explained in section 1h.

u. Production Fees: Each first run of a comic book is assessed a \$200 Production Fee by Publisher and deducted from Owner(s)' Royalty payment. Each first run of a collected edition, trade paperback or Hard Cover book is assessed a \$350 Production Fee by Publisher and deducted from Owner(s)' Royalty payment.

v. Owner(s) Net Entertainment Profits: The revenues actually received (and not refunded or otherwise credited) by Owner(s) from its exercise of the Entertainment and Licensing Rights, if licensed by signing Exhibit C, in the Territory during the Term as retained by the Owner(s) less any and all direct costs associated therewith, including but not limited to agent fees, manager fees and attorneys' fees.

2. Rights Granted and Payment.

a. Owner(s) hereby grant solely and exclusively to Publisher a license to the Standard Rights and Sublicenses rights in the Territory during the Term and for the Sell Off Period for each Property identified in a Statement of Work. Owner(s) understand that Publisher may Sublicense any or all rights granted under this Agreement, in the Publisher's sole discretion, provided that each Sublicense agreement shall be consistent with the terms and conditions of this Agreement,

Commented [AS10]: This is the section that actually grants rights from one party to the next. This section tells you which of those defined terms above are going to be granted or not. You want to look for a section that says outright what it is that you're giving up.

In this case, you'd want to refer to the definition above of "standard rights" so that you know what it is exactly that you are transferring to the publisher.

and a copy of each sublicense agreement shall be provided to Owner(s) within thirty (30) days after execution. Should a Sublicensee violate the terms of this Agreement as it pertains to work produced and/or created by Owner, Owner has a direct right to pursue damages directly from Sublicensee, through any necessary legal means. Publisher has no liability for such a breach by Sublicensee. In consideration for this grant of rights, Publisher will pay Owner(s) the Royalty, less a reasonable reserve for bad debt and for bookstore and mass-market returns, to be calculated and paid semi-annually within 45 days after the end of each reporting period. Publisher will make all payments to recipients listed on Exhibit B and in the breakdown as designated therein. All parties to this Agreement understand and agree that all responsibility and legal liability for any further redistribution of funds to other Owner(s) or anyone else, if applicable, and that each Owner or entity is responsible for his, her, or its own tax obligations.

d. Publisher shall not be obligated to develop, publish, distribute or otherwise exploit the Property or to continue any of such activities after commencement thereof, subject to Owner(s) right to terminate this Agreement under Section 1.g. Publisher does not warrant or otherwise guarantee that a Property or related Products will be accepted, published, or distributed by Publisher.

e. Publisher shall have the right to determine, in its sole discretion, the contents of all additional pages in a publication beyond those used for the Property. Such pages may include, but not be limited to: advertisements for Publisher or other products or properties, advertisements or editorial content from a third party, and advertorial features or additional stories/artwork.

f. With each Royalty payment regarding the Standard Rights, Publisher shall deliver a report showing (1) gross sales and number of copies sold, (2) all information necessary for the calculation of the accrued Royalty and Sublicensing Revenue for each Product, including gross revenues, allocable costs and such other information supporting the calculation of royalties from the Standard Rights and Sublicensing Revenue on which the Royalty payment has been determined. All payments shall be made in U.S. dollars. Owner(s) shall have the right to examine the books and records of the Publisher insofar as they relate to any report delivered under this provision, provided that the examination is conducted during usual business hours, is in accordance with customary accounting procedures, and occurs no more than once a year and not later than one (1) year from Owner(s) receipt of a report in question. All such examinations shall be at Owner(s)' own expense unless such examination discloses an understatement of Royalties of more than ten percent (10%) for any period examined, in which event the Publisher shall reimburse Owner(s) for the cost of such examination. Examinations may not be conducted on site.

h. Non-Personal Services Agreement: Owner(s) acknowledges that this agreement is not a personal services or employment agreement and that the Owner(s) is an independent contractor and not an employee of the Publisher.

i. Owner's(s) Services: When applicable and Publisher is in meaningful negotiations, Publisher shall use reasonable business efforts to have Owner(s) involved in the production of any projects based on the Entertainment and Licensing Rights, including, but not limited to writing, production services and/or consulting.

j. No Generative AI Training Use. For avoidance of doubt, Owner(s) reserves the rights, and Publisher has no rights to reproduce and otherwise use the Property in any manner for purposes of training artificial intelligence technologies to generate text or art, including without

limitation, technologies that are capable of generating works in the same style or genre as the Property, unless Publisher obtains Owner(s)' specific and express permission to do so. Nor does Publisher have the right to sublicense others to reproduce and otherwise use the Property in any manner for purposes of training artificial intelligence technologies to generate text without Author's specific and express permission. Owner(s) understand and acknowledge that Publisher has no control over and therefore shall not be liable for any inadvertent access of the Work by any third party artificial intelligence system.

3. **Property.** Publisher recognizes the value of the Property, including the intellectual property rights and the ownership rights embodied therein and the goodwill associated with the Property. Publisher acknowledges that the Property (including all rights therein and goodwill associated therewith other than the rights granted to Publisher herein) shall, as between Publisher and Owner(s), be and remain the exclusive and complete property of Owner(s). Owner(s) reserves the right to use, reproduce, distribute, publicly display, publicly perform, license, lease, authorize and/or permit the use of the Property by any third party as Owner(s) may in its sole discretion determine so long as such actions do not infringe upon the exclusive rights granted to Publisher hereunder. All copyright in the Property and each Product, and all derivative works based on the Property, in the United States and throughout the world, shall be owned by Owner(s), and Owner(s) shall have the sole right to secure and maintain copyright registrations for the Property and Products, and all derivative works based on the Property, in the United States and throughout the world.

4. **Comp and Purchase Copies.** Owner(s) are entitled to the following Comp and Purchase Copies and terms:

- a. Upon first print publication of a single-issue comic book Product, Publisher shall provide Owner(s) with 25 free copies of Product (regular version only, no exclusives or variants) for Owner(s)'s personal use. Upon first print publication of a collected edition, hard cover or trade paperback Product, Publisher shall provide Owner(s) with 5 free copies of the regular edition (no exclusives or variants) Product for Owner(s)'s personal use. Shipping of comped copies only is complimentary within the continental United States of America. Any other location and/or additional copies is subject to publisher's approval and may require shipping to be paid by Owner(s) or recipient(s).
- b. Owner(s) shall be permitted to purchase as many further regular version copies, not including any limited run editions or exclusive editions, for personal use at a discount of 50% from the MSRP plus the cost of shipping from Publisher if so requested and ordered before a Product goes to print and a print run is locked in. Owner(s) shall be permitted to purchase as many further regular version copies, not including any limited run editions or exclusive editions, for personal use at a discount of 50% from the MSRP plus the cost of shipping from Publisher at any time after the Product goes to print and a print run is locked in, provided Publisher has Product in stock. Prices for additional variants or limited edition copies may be negotiated individually with Publisher. Any and all product purchased for or by Owner(s) under this provision are exempt from Royalty payments.
- c. Any comp copies of additional media or merchandise are provided to Owner(s) at Publisher's sole discretion and upon availability. Any and all products, media, and merchandise purchased for or by Owner(s) are exempt from Royalty payments.

5. **Representations and Warranties.** Owner(s) warrants and represents that:

a. Owner(s) have the sole and exclusive right to enter into this Agreement and to grant the rights herein granted.

b. Owner(s) own or have the necessary rights to the Property to grant the rights to Publisher under this Agreement.

c. The Property is owned free and clear solely and exclusively by Owner(s) and does not violate the right of privacy or any other right of any person.

d. The Property is not libelous or obscene.

e. The Property does not infringe upon the statutory or common law copyright or other intellectual property right of any other party.

f. There are no agreements by or on behalf of Owner(s) or any affiliate of Owner(s), on the one hand, and any other party, on the other hand, that would interfere with or otherwise violate the exclusive rights granted to Publisher herein.

g. Owner(s) shall not exercise, authorize or permit the exercise by others of any of the rights granted by Owner(s) to Publisher under this Agreement.

h. There is no claim, litigation or other proceeding pending, outstanding or threatened, adversely or otherwise affecting the Property or that might in any way prejudice any of the rights herein granted.

i. The Property is not in the public domain, is not subject to any liens or restrictions against transfer, has been (or is capable of being) copyrighted and registered for copyright in the United States in Owner(s)'s name; and is (or is capable of being) protected under the Universal, Berne and Buenos Aires Copyright Conventions in any and all other countries or territories where copyright protection may be obtained under said conventions.

j. Owner(s) will at all times defend, indemnify and hold harmless Publisher and any sales, syndication, publication or other agency or firm to which the Publisher has delegated rights under this Agreement, from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable counsel fees, of any kind or nature (each, a "Claim") arising out of any breach or alleged breach by Owner(s) of any representation, covenant or warranty of Owner(s) contained in this Agreement. Publisher may withhold monies which would otherwise be payable to Owner(s) under this Agreement in an amount consistent with such Claim and the defense thereof. Further, the Publisher and any such indemnified party shall have the right, at their discretion, either to defend any Claim or suit by counsel of their choice or to settle the same on such terms as Publisher deems advisable.

k. Owner(s) have thus far and shall continue to make good faith efforts to maintain a professional profile and image as well as maintain conduct in a professional manner on all public facing social and professional platforms, and when attending live events related to or in the industry of the Property, such as, but not limited to, comic book and book conventions, store signings, social media platforms, and in interviews or other recorded media. This will be done so as not to impair Publisher's ability to associate with Owner(s) and/or sell The Property listed on

Commented [AS11]: Most contracts have a section like this that just covers a whole bunch of bases that hopefully never come into play, but read them carefully anyway.

Exhibit A, nor cause a significant public relations or legal problem for Publisher. Publisher will be the final arbiter of what qualifies as professional and unprofessional conduct and what constitutes a professional setting. This is not meant to stifle or otherwise inhibit the rights of Owner(s) to voice their thoughts, opinions, and artistic pursuits but, rather, to protect the business interests of Publisher and Publisher's affiliates, employees, contractors, and other associates.

1. Publisher reserves the right to notify any and all appropriate authorities if any documents, correspondence, work product, or other material received from Owner contains material, photographs, substance, subjects, and/or other material that is in violation of state and/or federal codes, statutes, regulations, or other laws. If Publisher acts in good faith by providing authorities with such information, Publisher shall be immune from civil and/or criminal claims by Owner in regards to same. Further, Publisher shall have a right to bring suit against Owner for any costs associated with potential criminal or civil repercussions associated with providing authorities with this information.

6. **General Terms.**

a. Except as otherwise specifically provided herein, all notices hereunder shall be in writing and shall be sent by personal delivery, registered or certified mail or overnight courier (prepaid), or fax (with printed transmission report), to the addresses first set forth above or such other address or addresses as may be designated by either party. Such notices shall be deemed given when mailed or delivered, except that notice of change of address shall be effective only from the date of its receipt.

b. Nothing herein contained shall be construed to constitute a relationship of partners, joint venturers, fiduciaries, or any other similar relationship between the parties other than that of independent contractors, and neither Publisher nor Owner(s) shall do or suffer to be done anything whereby one party may be represented as a partner or agent of the other. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof.

c. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party. In the event of a breach or termination hereof by Publisher, Owner(s)'s rights and remedy shall if otherwise available, be limited to the recovery of damages in an action at law, and Owner(s) shall only have the right to rescind this Agreement, revoke or restrain the exercise of any of the rights herein granted, as stated in section 1.f. Owner(s), in no event, have a right to otherwise seek or obtain injunctive or other equitable relief.

d. This agreement shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, legal representatives, successors, and assigns, except that this agreement may not be assigned by the Owner(s) except to a corporation formed by the Owner(s) of which all of the voting stock is owned and continues to be owned by them. Publisher may assign this Agreement and such party's rights and obligations hereunder in connection with a corporate reorganization, bankruptcy or insolvency proceedings, merger or combination, or a sale of all or substantially all of the equity or assets of such party. Provisions that by their content or nature are intended to survive the performance, termination or expiration of this Agreement shall survive the performance, termination or expiration of this Agreement.

Commented [AS12]: Another common section that often has "boiler plate" type language. Again, read through just in case anything stands out to you.

e. Each party agrees that all terms of this Agreement, as well as business plans or policies or payment amounts hereunder, shall be kept in strict confidence and shall not be disclosed to any third parties.

f. This Agreement may be executed in one or more identical counterparts and delivered via facsimile or e-mail (PDF format) transmission, each of which will be deemed to be an original and, which taken together, shall be deemed to constitute the Agreement.

g. This Agreement, with the one exception below, shall be governed by the laws of the State of Kentucky, without reference to its conflict of laws provisions. Further, this Agreement provides that all claims by Owner(s) or Publisher will be resolved by BINDING ARBITRATION. Owner(s) and Publisher GIVE UP THE RIGHT TO GO TO COURT to enforce this Contract (EXCEPT for matters that may be taken to small claims court). Owner(s)'s and Publisher's rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. Owner(s) and Publisher are entitled to a FAIR HEARING. But the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. For those matters not required to be resolved by Arbitration, such as small claims court, or should the enforceability of this clause be questioned, Owner(s) hereby agrees to the exclusive jurisdiction of the courts of the State of Kentucky sitting in or near Shelbyville, Kentucky, and expressly submits to nonexclusive personal jurisdiction of (and hereby irrevocably waives any objection against laying of venue in) any such court in connection with any suit by Publisher. In the event of a dispute, the prevailing party shall be entitled to its reasonable attorney's fees. The one exception to this Agreement being governed by the laws of the State of Kentucky, is this: Any dispute arising over or regarding the Publisher's use, sublicensing or any other use of the Entertainment and Licensing Rights shall be governed by the laws of the State of California as to all matters including, without limitation, matters of validity, construction, effect and performance.

h. Owner(s) shall not, without the prior, written approval of Publisher, authorize any advertising material or publicity of any form relating to any project developed or produced pursuant to this Agreement, the terms of this Agreement and/or Owner's(s) services performed thereunder. For avoidance of doubt, these limitations shall not include incidental non-derogatory reference to Owner's(s) work in connection with any project produced hereunder.

i. The section headings herein are for reference only and shall not be considered in interpreting this agreement.

j. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained, cannot be changed, modified, amended, terminated or discharged except in writing, and supersedes any and all other prior agreements, deal memos, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by either party or their representatives.

k. The waiver of any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

l. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision

Commented [AS13]: This section tells you if there is a serious disagreement what court (or how, if not by court) any dispute will go through. This is always written to the advantage of the party writing the contract. Which means it's usually just held in the location where that party physically resides, which would cause the other party to travel.

I've just started to ask for arbitration in an online forum so no one has to travel and most folks seem okay with that so far... for what it's worth.

enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

m. Force Majeure. In no event shall the Owner(s) nor Publisher be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, but not limited to, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the mutual parties shall use reasonable efforts which are consistent with accepted practices in the comic book publishing industry to resume performance as soon as practical under the circumstances.

n. Publisher agrees to credit Owner(s) and appropriate creators, typically a writer, artist, inker, color artist, and letterer as well as any additional artists, such as cover artists, on Products containing the Property and artist's specific work and published by Publisher.

o. OMITTED

p. During the term of this agreement, the Owner(s) will not, without the prior written consent of the Publisher, produce or consent to be produced (under Owner(s)'s name or any other name or names), or advise or assist in any way with the production of any material of similar name or appearance to the Property for licensing in any and all media.

q. If Owner(s) grant Publisher the Entertainment and Licensing Rights on Exhibit C by signing said Exhibit C of this Agreement, and excluding appearances solely to promote comic book Products and not a media product or licensed good or merchandise, then the Publisher will act as the Owner(s)'s non-exclusive representative in connection with requests for personal appearances or personal services by the Owner(s), such as lectures, speaking engagements, television or other media appearances or advertising, product endorsements and the like, and the Publisher will not arrange any such appearances or services for the Owner(s) without first securing Owner's(s) approval, which he or she will not withhold unreasonably. The Owner(s) will notify the Publisher promptly of Owner's(s) approval or disapproval of the terms of Appearances or services submitted to Owner(s). Company shall retain a commission for such appearances in the amount of twenty (20) percent of the gross revenues paid to Owner(s) for said appearances.

r. Any and all prior agreements, deals, memos, promises, covenants, arrangements, communications, representations or written warranties, whether oral or written, regarding the subject matter herein, between Owner(s) and Publisher are hereby terminated and rendered null and void upon acceptance of these terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized signatories to be effective as of the Effective Date.

Commented [AS14]: Everyone has to sign it for it to be valid!

COMPANY	Owner(s)
By:	By:
Name:	Name:
Title:	Date:

Date:	
	By:
	Name:
	Date:
	By:
	Name:
	Date:



