

POST-PUBLICATION DISTRIBUTION AGREEMENT

AGREEMENT, entered into as of this _____, between Heritage Books, Inc. (hereinafter referred to as the "Distributor"), located at 65 East Main Street, Westminster, Maryland, and _____, (hereinafter referred to as the "Author"), located in _____.

WHEREAS, the Author wishes the Distributor to handle distribution of _____, (hereinafter referred to as the "Work").

WHEREAS, the Distributor is familiar with the work; and WHEREAS, the parties wish to have said distribution performed subject to the mutual obligations, covenants, and conditions herein.

THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

1. Grant of Rights. The Author grants, conveys, and transfers to the Distributor certain limited, exclusive right to publish, distribute, and sell the Work for a term of five (5) years.
2. The Author is responsible for shipping the books to the Distributor.
3. Reservation of Rights. All rights not specifically granted to the Distributor, including all copyright interest, are reserved for the Author.
4. Compensation. The Distributor shall pay the Author forty-five per cent (45%) based on the suggested retail price of \$ _____, for each copy sold, with the exception of those copies that are distributed free for the purpose of book reviews and advertising.
5. Accountings. The Distributor shall report every six (6) months to the Author, showing for that period the number of copies sold, and the payment owed to the Author.
6. Payments. The Distributor shall pay the Author all monies due Author pursuant to Paragraph 5 within sixty (60) days of the close of each accounting period. The accounting periods end in June and December. A 1099 MISC form will be provided for tax purposes at the end of each year and reported to the Internal Revenue Service when payments are made in excess of \$600.00 per year.
7. The Distributor shall warehouse the books but the Author retains ownership of the books for tax purposes.
8. Termination. The Author shall have the right to terminate this Agreement by written notice if: (A) the Distributor fails to provide statements of account pursuant to Paragraph 5; or (B) the Distributor fails to make payments pursuant to Paragraph 6. This Agreement shall automatically terminate in the event of the Distributor's insolvency, bankruptcy, or

assignment of assets for the benefit of creditors. In the event of termination of the Agreement, the Distributor shall grant, convey, and transfer all rights to the Work back to the Author.

9. Entire Agreement and Modifications. This Agreement represents the entire Agreement between the parties. All modifications of this Agreement must be in writing and signed by both parties.
10. Governing Law. This Agreement shall be governed by the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

AUTHOR:

_____ Date

Social Security Number or Federal ID #:

Address:

Telephone:

Email:

FOR HERITAGE BOOKS, INC.:

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Date