

Wyoming State Historical Society
Julia Yelvington Adams Book Publication Fund
Contract to Publish

This Contract, entered into on _____, by and between the Wyoming State Historical Society (hereinafter known as Society) and Author(s)/Editor(s)_____

_____ for a book titled_____.

GRANT OF RIGHTS:

The Author(s)/Editor(s), on behalf of their heirs, executors, administrators, successors and assignees, grants the following exclusive worldwide rights to the Society to produce and sell the book for an indefinite period.

This is a distribution and publication license and does not transfer ownership, copyrights, or trademarks from the Author(s)/Editor(s).

The Society will determine the cost of the work.

PAYMENT IN COPIES AND ROYALTIES:

The Author(s)/Editor(s) will receive twenty-five (25) copies of the book at no cost. If the Author(s)/Editor(s) wish to obtain additional copies, they may be purchased from the Society at 40% of the retail cost.

For copies of the work, the Author(s)/Editor(s) agree that the first \$_____ in net receipts from sales will be retained by the Society in reimbursement for initial printing costs. After the initial printing costs are recovered, the Author(s)/Editor(s) will receive a 10% royalty on every book sold.

The Society will be responsible for costs of no more than 25 copies distributed for advertising, reviews, promotional or other similar purposes. The Society retains the right to distribute copies to libraries, schools, etc. without charge and without a royalty paid to the Author(s)/Editor(s), as they see fit.

AUTHOR(S)/EDITOR(S) WARRANTIES:

The Author(s)/Editor(s) hereby represents and warrants to the Society the following:

- That they are the sole Author(s)/Editor(s) of the work;
- That the Author(s)/Editor(s) hold the full power and authority to grants these rights;
- That the work has not been previously published in any format with any other company or person that may still own proprietary rights, except for the versions of the work previously disclosed to the Society.
- That the work is original, and no part of the work was taken from or based on any other literary, dramatic or musical material, or from any film or graphic arts except as identified in writing by the Author(s)/Editor(s).
- That the work does not infringe upon any copyright or proprietary right, common law or statutory law, and does not contain any material of a libelous or obscene nature or constitute a violation of privacy rights.
- That the Author(s)/Editor(s) release the Society from any responsibilities relating to any legal actions incurred by the contents of the work.

- That these representations contained herein are true on the date of the signing of this Contract.
- That the Author(s)/Editor(s) warrant(s) that they will not hereafter enter into any Agreement or understanding with any other person or entity which might conflict with the rights granted to the Society during the term of this Contract.
- That the Author(s)/Editor(s) have agreed to reasonable edits to allow the work to conform to Society requirements, including reference to the Society as publisher.

COPYRIGHT:

Copyright is maintained by the Author(s)/Editor(s). The Society shall include a copyright notice on the work. Copyright registration, if any, is the responsibility of the Author(s)/Editor(s).

TERMS OF CONTRACT:

This Contract is exclusive for paper and electronic rights. The Author(s)/Editor(s) may enter into other publishing Agreements for film, or other rights for the same work covered in this Contract.

MISCELLANEOUS:

Audit: The Author(s)/Editor(s) may, with reasonable written notice, assign and designate a representative to examine the Society's records as it relates to the work. Such examination shall be at the Author's/Editor's expense unless errors are found more than five percent (5%) of royalties in Author's/Editor's favor or an amount more than one hundred dollars (\$100) whichever is greater, in which case the Society shall defray all usual, customary and reasonable charges for such audit. The Society shall pay the Author(s)/Editor(s) quarterly.

Severability: If any part of this Contract is determined by a court to be unenforceable, the rest of the Contract is still considered to be in force.

Copyright Infringement: In the event of copyright infringement for the duration of this Contract, the Society may, at its own expense, take legal action to halt the infringement and/or seek damages from the infringing party. The Society shall not be required to take such legal action, nor shall the Society be liable to the Author(s)/Editor(s) should the Society refuse to take such action. Should the Society refuse, the Author(s)/Editor(s) may then, at the Author's/Editor's expense, take such legal action.

Marketing: The Society will promote the availability of the work to media outlets, vendors and others as opportunities arise. In addition, the Society will purchase paid advertising on a case-by-case basis. The Society will be responsible for the distribution of the books to individuals and vendors.

INDEMNIFICATION AND LIMITATION OF LIABILITY:

The Author(s)/Editor(s) agree to hold the Society harmless and indemnify the Society against any claim, demand, action, suit, proceeding or any expense whatsoever arising from claims of infringement of copyright or proprietary right, or claims of libel, obscenity, invasion of privacy, or other unlawfulness based upon or arising out of the publication of any matter pertaining to the work.

GOVERNING LAW:

This Contract shall be governed exclusively by and construed according to the laws of the State of Wyoming without giving effect to conflicts of law principles.

ENTIRE CONTRACT:

This Contract contains the sole and entire Agreement between the parties and shall supersede all other prior Agreements between the parties. This Agreement may not be modified or amended except in writing signed by the party against whom such modification or amendment is to be enforced. By signing

the following and submitting the required materials the Author(s)/Editor(s) agree to be bound by the terms and conditions of this Agreement.

Signed this _____ day of _____, 20____ by and between:

Representing the Wyoming State Historical Society, Position

Author(s):

Editor(s):

Before me, the undersigned authority, on this _____ day of _____, 20____,
personally appeared _____

to be well known as the person who executed the foregoing instrument, and he/she
acknowledged before me that he/she executed the same as his/her voluntary act and deed. My
Commission in the county of _____, State of _____ expires
on _____.

Notary