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| A picture containing text  Description automatically generated |   *Sandy Springs Press* *227 Sandy Springs Place* *Suite G # 28883* *Sandy Springs, Ga. 30328* Licensing Agreement |

AGREEMENT MADE this \_\_\_\_ day of \_\_\_\_\_\_\_ \_\_\_\_\_, between Sandy Springs Press (referred to as the “Publisher”) and

----------------------------------------------------------------- (referred to as the “Author”).

WHEREAS the parties wish respectively to promote a book (referred to as the “Work”) provisionally titled:

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NOW, THEREFORE, they mutually agree as follows:

1. GRANT OF LICENSE.

Publisher owns the trade name Sandy Springs Press, www.sandyspringspress.com and certain other social media sites hereinafter referred to as (the "Online Presence"). In accordance with this Agreement, Publisher grants Author a license to use the trade name and Online Presence for the purpose of self-publishing the Work with Amazon Kindle and/or Ingramspark. Publisher retains title and ownership of the trade name and Online Presence and all derivative works. Publisher grants to Author the right to self-publish the Work using the Sandy Springs Press imprinter provided:

1. Work has been pre-approved by Publisher
2. Author warrants the Work is unencumbered by any other contracts

2. PAYMENT

Author will pay to Publisher as follows: For each Work promoted by Publisher, Author agrees to review six (6) new works by authors promoted by Publisher. Additionally, Author agrees to provide one short story unencumbered and royalty free for any anthology works the Publisher may commence. Author agrees to contribute and promote other of Publisher’s authors in a positive manner and offer advice through Publisher’s Online Presence. Additionally, Author agrees to insert a properly completed Copyright page (last page of this document) after the title page of their work.

3. ONLINE STORE

Publisher will maintain an online “store” where the Author’s works can, at Author’s discretion, be featured. Author will provide such photographs and descriptions as necessary to enhance the sale of the Work. In consideration for the maintenance of the website and the processing of the initial order and monies, the Publisher will deduct a $2.00 handling fee and 10% of the retail price of the book as a processing fee. The Publisher agrees to notify the Author of the order in as timely a fashion as possible to ensure good customer relations. As Publisher will maintain no inventory of the Work, all shipping and return costs will be borne by the Author.

4. AUTHOR’S WARRANTIES AND INDEMNITIES:

The Author warrants that they are the sole author of the work; that Author is the sole owner of all the rights granted to the Publisher; that Author has not previously assigned, pledged, or otherwise encumbered the same; that Author has full power to enter into this agreement; that the work is original, has not been published before in the form submitted by the Author, and is not in the public domain; that it does not violate any right of privacy; and that it does not infringe upon any statutory or common-law copyright.

 In the event of any claim, action, or proceeding based upon an alleged violation of any of these warranties, (i) the Publisher shall have the right to defend the same through counsel of its own choosing, and (ii) no settlement shall be effected without the prior written consent of the Author, which consent shall not unreasonably be withheld, and (iii) the Author shall hold harmless the Publisher, any seller of the work, and any licensee of a subsidiary right in the work, against any damages finally sustained. If such claim, action, or proceeding is successfully defended or settled, the Author’s indemnity hereunder shall be limited to fifty percent (50 percent) of the expense (including reasonable counsel fees) attributable to such defense or settlement; however, such limitation of liability shall not apply if the claim, action, or proceeding is based on copyright infringement.

 If any such claim, action, or proceeding is instituted, the Publisher shall promptly notify the Author, who shall fully cooperate and participate in the defense thereof.

 Such payments shall be released within one year if there is no action pending. These warranties and indemnities shall survive the termination of this agreement.

5. DEFAULTS.

If Author fails to abide by the obligations of this Agreement, including the obligation to make a Payment when due, Publisher shall have the option to cancel this Agreement by providing thirty days' written notice to Author. Author shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

6. CONFIDENTIAL INFORMATION.

The term "Confidential Information" means any information or material which is proprietary to Publisher, whether or not owned or developed by Publisher, which is not generally known other than by Publisher, and which Author may obtain through any direct or indirect contact with Publisher. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by Publisher concerning the business, technology, and information of Publisher and any third party with which Publisher deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

A. "Confidential Information" does not include:

1. matters of public knowledge that result from disclosure by Publisher.
2. information rightfully received by Author from a third party without a duty of

confidentiality.

1. information independently developed by Author.
2. information disclosed by operation of law.
3. information disclosed by Author with the prior written consent of Publisher.
4. any other information that both parties agree in writing is not confidential.

7. PROTECTION OF CONFIDENTIAL INFORMATION.

Author understands and acknowledges that the Confidential Information has been developed or obtained by Publisher by the investment of significant time, effort, and expense, and that the Confidential Information is a valuable, special and unique asset of Publisher which provides Publisher with a significant competitive advantage and needs to be protected from improper disclosure. In consideration for the receipt by Author of any Confidential Information, Author agrees as follows:

A. No Disclosure.

Author will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of Publisher.

B. No Copying/Modifying.

Author will not copy or modify any Confidential Information without the prior written consent of Publisher.

C. Unauthorized Use.

Author shall promptly advise Publisher if Author becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

D. Application to Employees.

Author shall not disclose any Confidential Information to any employees of Author, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of Publisher.

8. WARRANTIES.

Neither party makes any warranties with respect to the use, sale or other transfer of the Online Presence by the other party or by any third party, and Author accepts the product "AS IS." In no event will Publisher be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Online Presence.

9. TRANSFER OF RIGHTS.

This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party unless the prior written consent of the other party is obtained.

10. TERMINATION.

This Agreement may be terminated by either party by providing [Insert Number of Days Here] days' written notice to the other party. This Agreement shall terminate automatically on [Insert Date Here].

11. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

12. AMENDMENT.

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

13. SEVERABILITY.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. WAIVER OF CONTRACTUAL RIGHT.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of Georgia.

16. SIGNATORIES.

This Agreement shall be signed on behalf of Publisher by Ty Keenum and on behalf of Author by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and effective as of the date first above written.

**Licensor:**
Publisher

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Ty Keenum

**Licensee:**
Author

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE

**By AUTHOR**

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