



## LITERARY LICENSING AGREEMENT

This Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, (“Effective Date”) by and between \_\_\_\_\_ of \_\_\_\_\_ (“Licensee”) and Builders Publishing Group, LLC, 1000 N. Maitland Ave., Maitland, FL 32751 (“Publisher”).

**A. Definitions:**

“**Book**” means the literary work entitled *Building A Quality Custom Home*.

“**Licensed Book**” shall refer to the Book as and to the extent customized by or on behalf of Publisher for Licensee.

“**Term**” shall be thirty-six (36) months from the Effective Date.

“**Territory**” shall be the geographic area within a 25 mile radius of Licensee business address.

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**D. Payment:** For and in consideration of the license granted herein, Licensee shall pay Publisher a license fee of \$18,600 payable in two installments as follows: 50% upon execution of this Agreement and 50% upon written approval by Licensee of the final draft of the Book (“Licensing Fee”). Additional marketing material for use within the Territory may be purchased from Publisher as set forth in Exhibit A. Additional marketing material includes but is not limited to: color photo insert, mailing envelopes, pre-mailer postcards, stickers, audio book, etc.

**E. Term and Termination:** This Agreement will automatically terminate at the expiration of the Term, unless sooner terminated (i) on written notice by Licensee at any time after Licensee has made final payment in full to Publisher of the Licensing Fee and/or (ii) on five (5) days prior written notice by Publisher if Licensee has not made timely payment of a Licensing Fee installment and fails to make such payment in full by the end of such five (5) day notice period and/or (iii) by Publisher on fifteen (15) days prior written notice if Licensee is in breach of this Agreement, and fails to cure such breach by the end of such fifteen (15) day notice period. On expiration or termination of this Agreement for any reason, all license rights granted to Licensee will automatically revert to Publisher and Licensee will immediately cease all marketing, promotion, distribution or sales of the Licensed Book unless otherwise expressly agreed in writing by Publisher. Under no circumstances will Licensee be entitled to a refund of any or all of the Licensing Fee.

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**G. Publisher's Rights and Obligations:** The Publisher will work with Licensee to develop the Licensed Book. The Licensed Book, including cover design, layout and finish will reasonably correspond in quality to that of the Book, and will consist of approximately 100 to 150 printed pages. A page count beyond 150 may incur additional fees.

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1. Editorial Changes. Publisher will provide Licensee with a copy of the final edited and copyedited manuscript for the Licensed Book, and Licensee will promptly review and approve such manuscript, provided that Licensee will have the right to request reasonable editorial changes to such manuscript, subject to the consent of Publisher, which consent will not be unreasonably withheld.
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4. Right of First Offer. Licensee shall have a right of first offer to acquire the licensing rights in the Territory to any future books or marketing materials offered by the Publisher during the Term of this Agreement ("New Materials"). Prior to entering into any agreement with a third party within the Territory for such New Materials, Publisher will submit a written proposal and proposed agreement therefore to Licensee with respect to such New Materials, and Licensee will have fourteen (14) business days to give written notice to Publisher that Licensee elects to enter into such agreement with Publisher on the terms and conditions set forth therein. In the absence of a timely response from Licensee, the right of first offer will automatically expire and Publisher will have the right to enter into an agreement with a third party for the licensing of such New Materials in the Territory.

**I. General Provisions:**

1. Assignment. This Agreement may not be assigned by Licensee without the prior written consent of Publisher.
2. Notice. The address of each party as forth above or otherwise provided by one party to the other shall be the appropriate address for the mailing of notices, checks and statements, if any, hereunder. All notices shall be sent certified or registered mail, or by confirmed email or confirmed facsimile, and shall be deemed effective on confirmed receipt. Either party may change their mailing address by written notice to the other.
3. Governing Law. This Agreement shall be governed by the laws of the State of Florida, applicable to agreements made and to be wholly performed therein. Any controversy arising under this Agreement, if litigated, shall be adjudicated in a court of competent jurisdiction in Orange County in the State of Florida. The prevailing party shall be entitled to recover its attorney's fees and court costs from the other party. Licensee agrees that the amount of any award will be limited to the recovery of the licensing fee from the Publisher.
4. Moral Turpitude. The Publisher reserves the right to terminate this Agreement in case of the Licensee's misconduct, act of moral turpitude, breach of any law or any other conduct which subjects or could be reasonably anticipated to subject Publisher to public ridicule, contempt, scorn, hatred or censure. In the event of such termination Publisher will retain all Payments as provided in Section D.

5. Waiver. A waiver of any breach of this Agreement or of the terms or conditions by either party thereto shall not affect any of the other terms or conditions hereto.
6. Integration. This Agreement may not be modified or amended, except in writing signed by both parties hereto.

In witness whereof, the parties have caused this License Agreement to be executed the day and year set forth above.

**Builders Publishing Group, LLC**  
**“Publisher”**

\_\_\_\_\_  
**“Licensee”**

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

Dave Konkol, Managing Member

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

Name/Title:

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

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