

Rapid POD Publishing

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DESIGN HOUSE AND PUBLISHERS ADREEMENT
BETWEEN RAPID POD PRINTING INC & _____

AGREEMENT entered into as of the date first written below by and between Rapid POD Printing, Inc. ("RAPID"), a Kentucky Corporation whose address is at PO BOX 1001., Brandenburg, KY 40108, and _____ ("DESIGN HOUSE") whose address is at _____.

WHEREAS, RAPID wishes hire DESIGN HOUSE to produce games, game supplements, and game accessories, and DESIGN HOUSE wishes to work with RAPID in said products to be published by RAPID; and

WHEREAS, the parties wish to delineate their respective rights, responsibilities, and obligations with regard to the above development of materials and products; and

WHEREAS, the parties desire to enter into a written agreement which shall be mutually binding, for and in exchange for certain mutual promises and other consideration, the receipt and adequacy of which is herewith expressly acknowledged;

NOW THEREFORE, the parties agree as follows:

1. PRODUCT:

- (a) This agreement is intended to and shall delineate the respective rights, responsibilities, and obligations of the parties in the development of gaming materials that RAPID will refer to as ("GAMES"), or any similar concept, whether for adventure games or any other printed materials, including but not limited to source books, scenarios, character sheets, rulebooks, card games, and all supplements thereto, whether produced, developed, published, or disseminated in graphic, or other format or media; and
- (b) The GAMES developed by DESIGN HOUSE shall be owned and copy-right by DESIGN HOUSE.
- (c) This contract covers only print versions of GAMES.

(d) DESIGN HOUSE gives RAPID worldwide EXCLUSIVE rights to print and distribute GAMES developed and agreed upon to under this agreement.

(e) DESIGN HOUSE may produce other GAMES for companies that are not developed under this agreement.

2. TERM: The term of this agreement shall be one (1) year from the signature date of this contract, unless extended or terminated as provided herein.

3. REPRESENTATIONS & WARRANTIES: DESIGN HOUSE warrants that the GAMES are original and that DESIGN HOUSE is the owner of the GAMES and has full rights to enter into this contract. DESIGN HOUSE is fully responsible for all cost in developing print ready GAMES. All cost incurred to create print ready GAMES is an expenses that must be paid by DESIGN HOUSE.

DESIGN HOUSE shall hold harmless and indemnify RAPID from any and all claims arising from DESIGN HOUSE payments to contractors or violations of copyright or other property of personal rights.

4. INDEPENDENT CONTRACTOR: Both parties acknowledge and agree that DESIGN HOUSE is an independent contractor to RAPID, and they do not have any relationship of employer/employee, partners or joint ventures.

5. DESIGN HOUSE'S DUTIES: DESIGN HOUSE hereby agrees to produce a minimum of six (6) print ready products during any given one (1) year period; and

Specifically, DESIGN HOUSE shall submit the following to RAPID, for the Product:

I. All Proposals, including detail outlines to RAPID, are due six months prior to the proposed release date. If accepted, all assignments are to be in writing and have signatures from DESIGN HOUSE & RAPID.

II. RAPID shall return each Proposal to DESIGN HOUSE with notes, comments and requested changes.

III. All promotional advertising text and the First Draft/Working Prototype will be sent to RAPID four months prior to the release date.

IV. The Publisher shall return the First Draft to DESIGN HOUSE with notes, comments and requested changes.

V. Print Ready version, compromising the first draft of the game with changes made as requested by RAPID shall be due one month prior to the release date.

6. PAYMENTS TO DESIGN HOUSE: RAPID will pay DESIGN HOUSE a royalty rate based on the wholesale discount of the SRP of the product.
- (a) If GAMES are sold at 0%–39% below SRP, DESIGN HOUSE will receive 50% of monies collected by RAPID.
 - (b) If GAMES are sold at 40%+ below SRP, DESIGN HOUSE will receive 40% of monies collected by RAPID.

Royalties shall be due on the 15th and 28th of each month.

An accounting of sales of the Product shall be provided in an acceptable format and medium to DESIGN HOUSE for each month for which the sales are made, and within ten (10) days at the end of each such month.

7. RAPID DUTIES:

- (a) RAPID shall be solely and totally responsible for all printing and marketing of the GAMES, and shall use all reasonable and proper efforts to market and sell the GAMES and realized the greatest possible gross sales proceeds from such items;
- (b) RAPID shall take all steps to obtain and provide copyright and other competitive protection for the Product, and shall vigorously protect the viability of the Product by all reasonable method including, if necessary, litigation; and
- (e) RAPID shall provide DESIGN HOUSE with six (6) copies of all items of Product shall be given to DESIGN HOUSE at no cost prior to public distribution; DESIGN HOUSE may purchase any additional copies after public distribution directly from RAPID at print cost, provided such purchased copies are not to be resold into distribution.

8. CONFIDENTIALITY: In consideration of the confidential material and business plans supplied by RAPID to assist in the preparation of the Work, DESIGN HOUSE agrees not to reveal any of the said confidential materials or business plans to anyone not working for or in the behalf of RAPID or DESIGN HOUSE, without RAPID prior written permission. The Parties shall at all times act to preserve the confidentiality of all information related to the Product, expressly including but not limited to royalty rates, monies paid to Coordinator, current or future products, etc.

9. TERMINATION:

- (a) With or without reasonable cause, at the conclusion of the initial term of this agreement, either party may unilaterally terminate the agreement by serving written notice on the other party at least thirty (30) days prior to the conclusion of the term. If no such notice is given, then the agreement shall automatically renew for an additional one year term, provided that the entire duration of this agreement shall not exceed three (3) years;
- (b) Upon reasonable cause, either party may serve written notice of termination on the other party of its intent to terminate and this agreement shall be terminated three (3) months from the service date of such notice; and
- (c) Nothing contained herein with regard to termination shall in any way modify or limit the obligations of RAPID under subparagraphs 6 of this agreement, nor shall it modify the limit the parties' obligations under paragraph 3, 4, & 8.

10. MISCELLANEOUS:

- (a) Governing Law: This contract, including all materials about the validity, construction, performance, and enforcement thereof, are governed by the state of Kentucky.
- (b) Severability: The provisions of this agreement are severable, and if any provision are held illegal, invalid, or unenforceable, such holding shall not affect the legality, validity, or enforceable of any other provision. Any such illegal, invalid, or unenforceable provisions is considered stricken herefrom as if it was never contained herein, but all other provisions shall continue in full force and effect between the parties.
- (c) Final Agreement: This contract contains the entire agreement with the respects to the subject matter hereof and supersedes any prior agreements between the parties, written or oral, with the respects to such subject matter.
- (d) Notices and Reports: All notices or demands required or permeated under this agreement shall be in writing and shall be served when deposited in the United States Mail, first class postage pre-paid, certified or registered mail, return receipt requested, address as provided in Paragraph one of this contract, or to such other address as either party may from time

to time designate in writing. All reports or payments required under this contract are served as above except that no certification or registration is required.

- (e) Arbitration: In the event of a dispute arising between RAPID and DESIGN HOUSE relating to the subject matter of this Agreement, such dispute shall be determined by arbitration before an arbitrator chosen by the American Arbitration Association. The parties grant such arbitrator full power to determine any dispute in such manner as the arbitrator shall direct and under such rules of procedure as the arbitrator, in the arbitrator's sole discretion, shall adopt. The determination of the arbitrator shall be final and conclusive and may be enforced in any court of competent jurisdiction.

Kenneth E. Whitman, Jr.
President,
Rapid POD PRINTING, INC.

SS# or FID

Date

Date

