



## **BEARAPY LICENSE AGREEMENT FOR CHILDREN'S BOOK AUTHORS**

This License Agreement ("Agreement") is entered into by and between **BEARAPY** and

\_\_\_\_\_, ("Author") concerning the following children's e-books:

\_\_\_\_\_, ("Books").

**WHEREAS**, BEARAPY, a nonprofit organization with a mission to heal the hearts and minds of children through the use of books and bears, desires to license selected Books from the Author for unlimited viewing on Bearapybookshelf.org ("Website").

**WHEREAS**, the Author, an author of children's books, desires to license Books to BEARAPY for unlimited viewing on the Website for use of tutoring and supporting enrolled students.

**NOW, THEREFORE**, BEARAPY and the Author hereby agree as follows:

### **1. AGREEMENT**

- a. The Author agrees that he or she is the sole owner of the Books and has the full right and authority to enter into this Agreement.
- b. The Author agrees that the Books are free of any content that infringes a third-party's copyright or other intellectual property.
- c. The Author agrees to grant BEARAPY a license for the following:
  - i. Unlimited Viewing on its Website
- d. The Author agrees that BEARAPY is under no obligation to use the licensed Book.
- e. Both parties agree that BEARAPY is the owner of the license and there is no transfer of ownership through the Agreement herein.

### **2. TERM**

- a. The license period shall be for a one-year term ("Term") commencing at the date of the Agreement.
- b. At the end of the Term, the Author has the option to extend the Agreement for an additional one-year term ("Extended Term") under the same terms, conditions and fees provided herein.
- c. BEARAPY has the option to accept or decline a request from the Author for an Extended Term of the Books.

**3. PAYMENT**

- a. BEARAPY agrees to pay the Author a pre-negotiated license fee, not to exceed \$50.
- b. BEARAPY will pay the Author within 5 business days of receipt of invoice.

**4. DELIVERABLES**

The Author shall deliver the following items within 5 business days after receipt of payment.

- a. Single page PDF file of the Book(s) interior pages
- b. JPEG image file of the Book(s) front cover
- c. A brief summary of the Book(s)
- d. An Author Bio

**5. GENERAL**

- a. **Waiver and Release:** The Author releases and discharges BEARAPY and its employees, agents, licensees, successors and assigns from any and all claims, losses, damages, suits, demands, liabilities of any kind or causes of action for anything contained in the Books or related to any unauthorized use of the licensed Books.
- b. **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of the state of Arkansas.
- c. **Rights:** BEARAPY may not assign or transfer its rights under this Agreement.
- d. **Amendments:** Any changes to this Agreement shall be mutually agreed upon and memorialized in writing.
- e. **Complete Agreement:** This Agreement constitutes the entire agreement of the parties and supersedes any prior communication between the parties with respect to the subject matter hereof.

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BEARAPY and the Author have read, understood, and agree to the terms and conditions of this Agreement and agree to execute this Contract on the date set forth below.

Print Name: **BEARAPY** \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_