AGREEMENT made this 15th day of December, 2011 between

Ohio University Press
19 Circle Drive, The Ridges
Athens, OH 45701 USA
herein referred to as the Proprietor and

Adam Wind Barron
2658 Griffith Park Blvd. #725
Los Angeles, CA 90039
herein referred to as the Publisher, regarding the works entitled:

## Lyric Booklet of **House of Incest**, by Anais Nin

- 1. **Rights**: The Proprietor grants to the Publisher the right to reprint the Work in volume form on a non-exclusive basis in the book, *The House of Incest* by Anais Nin. This agreement will be in force for a period of ten years. This agreement will renew automatically unless canceled in writing within six months written notice by either party.
- 2. **Territory:** The Publisher will have non-exclusive distribution rights of the Work for the United States of America, Canada, and the United Kingdom for English language only.
- 3. **Format:** The format of the Work is defined as a 4.75" square booklet that is meant to accompany the CD of a recording of *House of Incest*, produced by Adam Wind Barron.
- 4. **Royalties:** A royalty advance of \$1037.50 is due upon signing of this agreement. The royalty advance shall cover 250 units sold. Once the royalty advance is earned, the Publisher shall pay the Proprietor a royalty of \$4.15 per unit for all copies sold. The Publisher will supply the Proprietor with an annual account of sales for each 12 month period ending June 30 and shall make such payments as are due within (90) ninety days thereafter. If the royalty earned and due is less than US\$25., the balance due will be carried forward to the next reporting period. No royalty will be paid on copies accidentally damaged or destroyed, distributed gratis by the Publisher, or sold at a discount of greater than 70% off the retail selling price.
  - a. All royalty payments to the Proprietor will be made in US funds.
- 5. Publisher will not assign any of its rights, duties, or obligations under this agreement to any other party without the prior written consent of the Proprietor.
- 6. The terms and assignment of rights herein constitute the entire Agreement between the Proprietor and Publisher. No amendment, modification, or addition to this Agreement will be

made by either party unless it is in writing and duly executed by the parties in the same manner of the execution of this Agreement.

7. Unless the parties agree to arbitration, any legal action arising under this Agreement will be brought to the courts in the country of the defending party, and the laws and jurisdiction in which the defending party has its principal offices will apply in interpreting the Agreement.

IN WITNESS HEREOF the parties have executed this Agreement on the 15th day of December, 2011

The Publisher Adam Wind Barron

Adam Wind Barron, Editor

The Proprietor

Ohio University Press

Kevin Haworth, Executive Editor