***\*This was not drafted by an attorney. User accepts full responsibility and recognizes that neither J.F. Penn nor J. Thorn is liable for any losses incurred from the use of the form.***

COLLABORATION AGREEMENT

THIS AGREEMENT, made on 7 September, 2015 , between [name and address] (hereinafter "PRODUCER"), and [name and address] (hereinafter "COLLABORATOR"), with respect to the production of the novel collaboration hereinafter the "WORK"), to be published by PRODUCER.

In consideration of the mutual promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The copyright in the WORK shall be jointly registered and held in the names of both PRODUCER and COLLABORATOR.

2. Credits in the WORK shall read: "Written by COLLABORATOR and PRODUCER; Published by COLLABORATOR and PRODUCER," and the names shall be written on all credits.

3. Royalties from the publication (in all forms including ebook, audiobook and paperback) of the WORK and from the disposition of any subsidiary rights therein (including but not limited to films, television, video games and merchandising) shall be divided as follows: 50% for COLLABORATOR and 50% for PRODUCER. Publication costs (including but not limited to editing, cover design, proofreading) shall be paid equally by PRODUCER and COLLABORATOR.

4. The complete publication and sale of the WORK shall remain the right of PRODUCER who is the only authorized publisher with royalty structure stated in paragraph 3 above. PRODUCER may transfer publication right to COLLABORATOR, in writing.

5. No agreement for the publication of the WORK or for the disposition of any of the subsidiary rights therein shall be valid without the signature of both PRODUCER and COLLABORATOR. However, either party may grant a written power of attorney to the other setting forth the specific conditions under which the power may be exercised.

6. All agreements for publication and disposition of any subsidiary rights in the WORK shall provide that each party's share shall be paid directly to him.

7. All subsequent rights to a sequel or derivative piece to the WORK (hereinafter the "SEQUEL") including the world of the WORK, belong to PRODUCER and COLLABORATOR under the same terms and conditions of the WORK, including but not limited to WORK title, domain name and accompanying graphic art. Individual, derivative works permissible only with written permission of PRODUCER and COLLABORATOR.

(i) Unless mutually agreed in advance by PRODUCER and COLLABORATOR, THIRD PARTY shall not own any copyright, trademark or other rights in and to the WORK and/or any SEQUEL. All rights in and to the SEQUELS shall remain the sole property of PRODUCER. Any contribution of THIRD PARTY to a SEQUEL shall be done as a work-made-for-hire to the fullest extent permitted by law, and to the extent that such contribution is not considered a work-made-for-hire authored by PRODUCER in any jurisdiction, THIRD PARTY shall assign any and all rights he may have in the SEQUEL to PRODUCER.

8. Each party agrees not to violate copyright or any other law in the creation of the WORK. If it shall be found or claimed that the WORK violates an existing copyright, throughout the world, the party which created that portion of the WORK shall indemnify and hold harmless the other party.

9. This agreement shall continue in perpetuity. This agreement shall inure to the benefit of, and shall be binding upon, the heirs, executors, administrators, successors and assigns of the parties. This agreement shall be construed and enforced in accordance with the laws of the State of Ohio. This full agreement between the parties regarding the WORK, any amendments must be signed by all parties.

Should any party retain counsel for the purpose of enforcing its rights under this agreement against another party, then the prevailing party in any action commenced with regard to such dispute shall be entitled to receive from the other party payment or reimbursement of all costs and attorneys' fees reasonably incurred with respect thereto.

IN WITNESS WHEREOF, the parties hereto have signed this agreement as of [date].