**Collaboration and Joint Venture Agreement**

This Collaboration and Joint Venture Agreement (hereinafter “Agreement”) is dated for reference March 14, 2018 and executed by the following parties:

Insert Party One, (hereinafter “Writer”), an individual domiciled at Insert Address, with SSN/Passport (choose one) No. Insert social security number if U.S. resident; passport number if non-U.S. in the country of Insert country (can delete if all parties in U.S.).

Insert Party Two, (hereinafter “Artist”), an individual domiciled at Insert Address, with SSN/Passport (choose one) No. Insert social security number if U.S. resident; passport number if non-U.S. in the country of Insert country (can delete if all parties in U.S.).

RECITALS

WHEREAS, the purpose of this Agreement is to memorialize the material terms for a collaboration and possible future commercial joint venture between Writer and Artist as identified in the foregoing preamble. This Agreement shall describe the mutual understanding and commitments of the two parties.

WHEREAS, Writer and Artist will be collaborating on a/an tarot/oracle deck (choose one) (hereinafter “Project”), which the parties will then cause to produce and disseminate commercially.

WHEREAS, Writer and Artist intend the Project to be held as a joint work, pursuant to the terms of this Agreement.

WHEREAS, Writer shall write a book manuscript with a projected word count of \_\_\_ (estimated word count) along with writing and producing all copy and text content as needed for the Project,

WHEREAS, Artist shall create art images for a projected \_\_\_ (total number of cards) cards, and therefore \_\_\_ (total) images for the Project, and also create art and design for product packaging.

AGREEMENT

NOW THEREFORE, the undersigned parties integrate the foregoing recitals into the binding body of this Agreement and hereby agree to be bound for good and valuable consideration as follows:

1. **Scope of Project.** Writer and Artist shall work together to illustrate and produce a/an tarot/oracle deck (choose one) with the following parameters:
   1. The style of the Project is best described as Insert description of style and point of view of the deck to be produced; provide general description notes on what type of deck you are producing.
   2. The Project shall consist of \_\_\_ (total number of cards) cards, requiring Artist to produce \_\_\_ (total) unique, original art images, who shall also oversee the design of any packaging and the art for any marketing materials needed for the Project.
   3. The Project shall also consist of a book that accompanies the card deck, with a projected word count of \_\_\_ (estimated word count) in original content, which Writer shall produce. Writer agrees to oversee the writing of copy, product descriptions, and other marketing content as needed for Project.
   4. Artist agrees to exercise best efforts to complete the obligations as set forth in this Agreement and to be considerate and open-minded to input from Writer on the work that Artist is creating.
   5. Writer agrees to exercise best efforts to complete the obligations as set forth in this Agreement and to be considerate and open-minded to the input from Artist on the work that Writer is creating.
   6. Writer and Artist shall first exercise best efforts to submit the Project to traditional publishers for publication. Both shall be jointly responsible for exercising their best efforts in the submission process. Both agree to make the Project a priority in their schedules and act in a manner that is timely and expedient when it comes to submitting the Project for publication.
   7. If Writer and Artist do not receive any offers from traditional publishers and the two jointly and mutually agree that they will move on and attempt self-publication of the Project, then both shall exercise best efforts toward the self-publication of the Project. Both shall be jointly responsible for exercising their best efforts in the production and independent publication process.
   8. Writer shall be the sole owner of the copyright to the companion book for the Project and at Writer’s own expense, cause the copyright to the companion book to be registered.
   9. Artist shall be the sole owner of the copyright to the card images of the deck for the Project and at Artist’s own expense, cause the copyright to the deck images to be registered.
   10. In the event the Project is published by a traditional publisher, the parties will defer to the publisher on ISBN registration. However, if the Project is self-published, the parties hereby agree to joint ISBN registration for both deck and book.
   11. The Project shall commence Insert Start Date and the parties anticipate date of completion to be approximately Insert Anticipated Completion Date, though both understand and accept that there could be unanticipated challenges that result in delays.
   12. Neither party may cause the publication of any part of the Project without the consent of the other.
2. **Commercial Joint Venture; Ownership of Project.** Any commercial ventures arising from the Project shall be treated as a partnership between Writer and Artist, each holding 50% interest and equitable ownership, with profits and losses split equitably between the parties, or 50% each.
   1. Net sales earned from the Project shall be split between Writer and Artist, 50/50.
   2. Costs and expenses for the Project, aside from individual copyright registration, shall be split between Writer and Artist, 50/50.
   3. All assets and liabilities of Project shall be borne by the parties 50/50, except the book manuscript as intellectual property shall belong to Writer and the deck images as intellectual property shall belong to Artist.
   4. Both shall license free, unfettered use of their intellectual property, i.e., the book manuscript and written text from Writer and the deck images and all accompanying art and design from Artist, to the joint venture arising from Project.
   5. Either Artist or Writer may, at any one’s option, cause a business entity to be formed and in the place of the individual name for either Artist or Writer, amend this Agreement and assign all assets and liabilities of this Agreement and of Project to the business entity through the execution of an Addendum.
   6. Neither party shall unreasonably withhold assent to executing such an Addendum.
3. **Mutual Representations and Warranties; Indemnification**. The parties hereby represent and warrant to one another as follows:
   1. Artist hereby represents and warrants to Writer that all content produced by Artist shall be original content that Artist has full ownership of, and that no one in the world shall have any foreseeable infringement claim against the Project for the work Artist has produced.
   2. Writer hereby represents and warrants to Artist that all content produced by Writer shall be original content that Writer has full ownership of, and that no one in the world shall have any foreseeable infringement claim against the Project for the work Writer has produced.
   3. Artist indemnifies and holds harmless Writer for any damages, costs, or liabilities that arise from Artist’s individual contributions to the Project.
   4. Writer indemnifies and holds harmless Artist for any damages, costs, or liabilities that arise from Writer’s individual contributions to the Project.
4. **Mutual Accountability.** To ensure mutual accountability, the parties agree as follows:
   1. Writer and Artist shall meet and confer by any mutually agreed upon means at minimum once per week with status updates on their Project work.
   2. Artist shall provide high-resolution, original, un-watermarked images to Writer for review and at minimum, deliver one new card image per week.
   3. Writer shall provide editable digital files of all content written by Writer to Artist for review and at minimum, shall deliver the corresponding book entry for each card Artist submitted to Writer the week before. For example, if in Week 1 Artist submits Card 1 to Writer, then in Week 2, Writer must complete and deliver to Artist the written book entry for Card 1 while Artist will have delivered Card 2 to Writer in Week 2.
   4. Delays are an expected and foreseeable part of the Project and neither Writer nor Artist will be unduly penalized for such delays. However, both agree to exercise best efforts to keep the other party apprised of such delays and the reason for the delays. Both agree to exercise best efforts to keep the other party as well-informed as practicable on the cause of any delays.
5. **Traditional Publishing.** If the Project receives a publication offer from a traditional publisher, Writer and Artist shall split any advance payments on the contract 50/50 and any royalty payments 50/50. Writer and Artist shall also insist that they are both named as co-authors on the byline of the produced deck and book set and their names shall appear in alphabetical order per surname. Upon execution of a publication agreement with a publisher, this Agreement shall automatically become null and void and the terms that govern the rights and interests of Writer and Artist shall be governed by the duly executed publication agreement.
6. **Independent Publishing.** If the parties pursue independent publishing of the Project, they shall first attempt crowd-funding of the Project. Both must jointly and mutually agree to any business decisions with regard to crowd-funding the Project. If and when crowd-funding, Writer shall write all marketing and publicity copy and content, whereas Artist shall create graphic design, illustrations, and art as needed for the marketing and publicity of the Project. Any intellectual property arising from marketing materials not previously covered by their separate copyrights shall become jointly owned between them. The parties agree to exercise best efforts to work collaboratively in the independent publishing process. The parties further agree as follows:
   1. If the parties pursue crowd-funding for the self-publication of the Project, then both shall jointly create a budget plan to determine the dollar amount that needs to be funded.
   2. All funds raised through crowd-funding shall be either held in an escrow account or in a jointly opened account that names both Artist and Writer.
   3. At all times financial transactions and business activities for the Project shall be jointly controlled by Artist and Writer, both with equal access and authority over said financial transactions and business activities.
   4. In financial transactions and business activities jointly agreed upon between the parties, any potential liability arising thereof shall be jointly borne 50/50 between Artist and Writer.
   5. If either Artist or Writer engages in a financial transaction or business activity without the express consent of the other, then any potential liability arising from that transaction shall be borne 100% by the one who initiated the transaction, though any profits and earnings will still be received 50/50 between Artist and Writer.
   6. If the parties are unable to fully fund the costs of production for the Project through crowd-funding measures, then the parties must decide unanimously whether to continue with the Project and split the costs of producing the Project 50/50 between them or alternatively, decide to terminate the Agreement. Failure to crowd-fund the production costs for Project shall be reasonable grounds for termination of this Agreement.
   7. If the parties are unable to fully fund the costs of production for the Project through crowd-funding measures and one party agrees to bear all costs of production of Project while the other does not want to shoulder any of the costs, then the Project may continue with this Agreement in full force and effect, and as sales are generated from the Project, the party who shouldered the costs of production may first recover from the earnings the full cost of production plus 10% (ten percent) interest on the dollar amount.
   8. Both parties shall exercise best efforts to market, promote, and publicist the sale of the Project.
7. **Prohibition Against Assignment; No Third Parties Without Written Approval.** Unless the undersigned parties mutually agree to subsequently modify this covenant in writing, neither party shall assign, transfer, convey, or dispose of its rights, title or interest in this Agreement, other than to a business entity organized by the party to hold the assets and liabilities hereunder, which the party represents and warrants is under complete control and ownership of said party. This Agreement and any and all subsequent obligations arising therefrom shall be non-assignable unless the parties agree to other arrangements, which must be memorialized in writing. **.** Unless otherwise provided for in writing and signed and acknowledged by both parties, there shall be no third party beneficiaries to this Agreement. This Agreement is non-assignable, non-transferrable, and the duties that the undersigned parties are obliged to perform are non-delegable unless otherwise provided for in writing and signed and acknowledged by both parties.
8. **Termination of Agreement.** The parties represent and warrant to one another that each is committed to completing the Project, otherwise neither would enter into this Agreement. Thus, neither party shall terminate this Agreement without cause.
   1. However, in the event there is cause for termination, either party may terminate by providing 15 days advance written notice to the other of the termination and that notice must cite one of the following as cause for the termination:
      1. Either party may terminate the Agreement if attempts at crowd-funding the production costs for the Project fail and either party decides against personally funding the project.
      2. Either party may terminate the Agreement if the other has consistently failed to deliver on the obligations as set forth in this Agreement and has also failed to rectify the delinquencies, errors, or omissions when given reasonable opportunity to rectify;
      3. Either party may terminate the Agreement if the other has engaged in an intentional act of fraud, embezzlement, theft or any other material violation of law;
      4. Either party may terminate the Agreement if the other has engaged in intentional damage to Project assets;
      5. Either party may terminate the Agreement if the other has breached that party’s obligations under this Agreement and even after reasonable opportunity to rectify is given, continued to breach said obligations;
      6. Either party may terminate the Agreement if the other has engaged in willful conduct that is demonstrably and materially injurious to the other party or to the Project, monetarily or otherwise.
      7. Both parties reserve the absolute unfettered right to terminate this Agreement in any of the following circumstances: (a) the other party engages in any conduct in violation of criminal statutes or is convicted of a misdemeanor or felony; (b) the other party is found to have failed to disclose facts that would arise to a material omission, misrepresents material facts, or is found to engage in any misrepresentation or fraudulent conduct; (c) the other party engages in any conduct of moral turpitude that, at the sole discretion and judgment by the other partner, is believed to harm the public image of the Project or of the partner associated with the Project; or (e) the other party engages in any conduct that would be seriously prejudicial to the best interests of the Project. [This is called a Morality Clause that is becoming more and more prevalent in modern-day contracts. You can leave it in as-s or delete section (vi) in the entirety, at your discretion.]
   2. If prior to its completion and publication, the Project is terminated properly with reasonable cause as outlined herein, then after 15 days from the date of the notice of termination, this Agreement shall be automatically null and void. As compensation for such an untimely termination of the Agreement, if Artist is the one terminating, then Artist grants an unlimited, non-exclusive, lifetime license to Writer to use Artist’s work as produced during the scope of this Agreement in an unfettered manner and if Writer is the one terminating, then Writer grants an unlimited, non-exclusive, lifetime license to Artist to use Writer’s work as produced during the scope of this Agreement in any unfettered manner.
   3. After completion and publication of the Project, the terms of the Project shall be governed by any publication agreement executed with a publisher or if none, any ongoing profit and income generated from the Project shall be received by the parties 50/50.
   4. In the event of termination, both parties hereby agree and covenant not to disparage the other in any public forums.
   5. In the event of termination prior to completion or publication of the Project, neither Artist nor Writer shall have any right to cause the Project to be published without the written consent of the other party.
   6. In the event that the parties accept a publication offer from a traditional publisher and a publication contract is signed with that publisher, this Agreement shall automatically become null and void and the obligations of the parties to one another shall be governed by the executed publication contract with the publisher.
9. **Right to Adequate Assurance**. Both Artist and Writer reserve the right to request adequate assurance of future performance of obligations arising from this Agreement if there are reasonable grounds for insecurity, or grounds for one to believe that the other may breach the Agreement, or that the other may be unable to perform the terms as set forth in the Agreement. To exercise this right, Artist or Writer must request adequate assurance in writing and the other must be given at least 10 business days to respond, from the date that the request is sent. If no response is timely received, then the parties hereby agree and acknowledge that such non-response or silence shall be deemed as the other party’s anticipatory repudiation of the Agreement.
10. **No Waiver or Cumulative Remedies.** No failure or delay on the part of any undersigned party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
11. **Limitation of Liability.** As inducement to Artist and Writer to enter into this Agreement, both agree to the other to absolutely limit the liability of one another against each other, for any claim or action whatsoever, at Insert an agreed upon dollar amount for the ceiling. This caps any potential liability against one another. Of course, you can decide to omit and strike out this section entirely.
12. **Good Faith and Best Efforts.** The parties hereby agree to fully perform this Agreement and complete the Project in good faith and exercise its best efforts in carrying forth the terms of this Agreement. “Good faith” shall be defined as a state of mind consisting in (1) honesty in belief or purpose, (2) faithfulness to one’s duty or obligation, (3) observance of reasonable commercial standards of fair dealing in a given trade or business, and/or (4) absence of intent to defraud or to seek unconscionable advantage. “Best efforts” shall be defined as a binding duty to use best efforts to accomplish any given goal, to make every available effort to do so, regardless of the harm to the bound party. The parties further agree that there are no conflicts between each one’s duty to perform in good faith and duty to exercise best efforts.
13. **Specific Enforcement**. The undersigned parties acknowledge and agree that the goods or services arising from this Agreement are unique and irreparable harm and substantial detriment would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state thereof having jurisdiction, this being in addition to any other remedy to which they may be entitled at law or equity.
14. **Choice of Law and Forum.** This Agreement shall be interpreted under the laws of the State of Insert State of Your Choice, United States. Any litigation under this Agreement shall be resolved in the trial courts of Insert County, State of Insert State of Your Choice or the Insert Applicable Jurisdiction District of Insert State of Your Choice, whichever may be applicable.
15. **Dispute Resolution.** In the event of disagreement, conflict or controversy between the parties arising from this Agreement over Project, the parties agree to proceed with dispute resolution as follows:
    1. Artist and Writer pledge to one another that in the event one is unhappy, dissatisfied, anxious, frustrated, or angered by the actions or conduct of the other in any way whatsoever, the other party shall be the first party to know of such sentiments. In other words, Artist and Writer pledge to one another that there shall at all times be open and honest communication between the two.
    2. Artist and Writer pledge to one another that each shall at all times exercise best efforts to listen to the other side’s point of view, to be honest and candid, to be considerate in the approach to communication, and to work proactively toward compromise and mediation.
    3. If after open communication and discussion with one another, Artist and Writer are unable to reach an agreement on a matter pertaining to the Project, the parties agree that a mutual, objective third party shall be called in to settle the dispute privately on their behalf, and that individual shall be Insert name of someone both parties agree to consult as a mutual, objective arbiter of the dispute.
16. **Amendments to the Agreement.** The parties may mutually agree to amend this Agreement by way of addenda. Exhibit A, attached hereto and incorporated by reference, shall be the form template by which the parties execute any addenda to modify this Agreement as mutually agreed.
17. **Severability**. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
18. **Counterparts**. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.
19. **Descriptive Headings**. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of terms contained herein. Unless the context of this Agreement otherwise requires, references to "hereof," "herein," "hereby," "hereunder" and similar terms shall refer to this entire Agreement.

IN WITNESS WHEREOF, the undersigned parties cause this Agreement to be duly signed and executed on the effective date first set forth above in the preamble.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ARTIST: | |  | WRITER: | |
| X | |  | X | |
|  | |  |  | |
|  |  |  |  |  |
| Signor’s Name: |  |  | Signor’s Name: |  |
| Personal ID No: |  |  | Personal ID No: |  |
| Address Line 1: |  |  | Address Line 1: |  |
| Address Line 2: |  |  | Address Line 2: |  |
| Telephone: |  |  | Telephone: |  |

Exhibit A

Form Template for Executing Future Addenda

**Addendum No. \_\_\_\_\_\_\_\_\_\_\_**

Date of Execution: \_\_\_\_\_\_\_\_\_\_\_

On Insert Date of Signing for the Original Agreement, the parties Insert Party One (hereinafter “Writer”) and Insert Party Two (hereinafter “Artist”) executed the Collaboration and Joint Venture Agreement (hereinafter “Agreement”). This Addendum No. \_\_\_\_ (“Addendum”) is an addendum that shall modify the terms of that Agreement. In the event of any conflicts between the Agreement and this Addendum, the Addendum shall prevail.

The parties hereby agree as follows:

Insert new terms to modify or add to the original Agreement.

IN WITNESS WHEREOF, the undersigned parties cause this Agreement to be duly signed and executed on the effective date first set forth above.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ARTIST: | |  | WRITER: | |
| X | |  | X | |
|  | |  |  | |
|  |  |  |  |  |
| Signor’s Name: |  |  | Signor’s Name: |  |