

# Form of Publishing Agreement



## Lixeira Publishing Limited

2024 Jul 16

### Introduction

This agreement follows the trend of modernized, “relational-” style contracting that is growing increasingly popular in the United States and abroad. 🌍 In place of penalties and detailed terms of breach, 🗡️💀🔨, Article 7 gives each party the opportunity to back out at any time with only the earned value to settle. No lawsuits, no damages, no IP transfers. Revenue is split based on sweat and cash fronted for the title with no recoup.

This context is particularly relevant considering the purpose 🎮 of the agreement, which is to, on a shoestring budget, make something that other humans will enjoy. The mission is to sell fun, to have fun, to work together, and to share the rewards. 🙌

### 1. Identities

*These are the people that are agreeing*

- 1.1. Lixeira Publishing is an LLC registered in New Mexico with Business ID 7504284 and operated by [Managing Member] from [Address], also addressed as “Lixeira,” or “the publisher” in this agreement.
- 1.2. [Your individual and org developer name], is a game developer, also addressed as “First name” or “the developer” in this agreement, that created and owns **without limitation** the original creative work [Game].

## 2. Purpose

*To get people to play [Game]*

- 2.1. Lixeira and Developer will work together to publish [Game] as a free title on Steam and Xbox Live marketplace, subject to platform approval and conditions.
- 2.2. Lixeira and Developer will test adjacent markets to generate revenue, including physical merchandise and digital products.
- 2.3. Both publisher and developer are indie-scale entities. The purpose of this agreement is to establish a cooperative, mutually respectful 🍷 and helpful relationship that hopefully will grow into revenue-generating products.

## 3. Intellectual Property

*Developer grants the publisher exclusive rights to publish [Game] while this agreement is in place. Developer maintains ownership of the project and related IP including the game's title, characters, assets, and code.*

- 3.1. Developer agrees that Lixeira Publishing will publish [Game] using Developer's background IP and grants a license to that IP to create marketing materials, storefronts, 📺 physical merchandise, and digital merchandise. "Background IP" means everything the Developer has finished prior to executing this agreement.
- 3.2. Lixeira agrees to the reciprocal license: Developer may use all visual or auditory work generated for [Game] by or on behalf of Developer, which will be primarily marketing materials.

## 4. Milestone Dates

*Indicative Schedule for the 2024 Lixeira lineup*

|              |                  |  |
|--------------|------------------|--|
| 2024 Aug 16  | Lixeira          | Finalize lineup  |
| 2024 Sept 24 | <b>Developer</b> | <b>Finish game and internal QA certification.</b> Begin recording highlight videos if you haven't started already. |
| 2024 Oct 1   | <b>Developer</b> | Deliver <b>highlight videos</b> to Lixeira to create trailers.   |
| 2024 Oct 8   | Lixeira          | Distribute trailers to developers for final builds   |
| 2024 Oct 8   | <b>Developer</b> | <b>Integrate trailers</b> into [Game]  |
| 2024 Oct 24  | <b>Developer</b> | Final bug-fix build for the holiday season.  |
| 2024 Dec 11  | Lixeira          | End of calendar year for all activities. Enjoy the holidays!   |

## 5. Publisher's Obligations

*Lixeira agrees to do the following:*

- 5.1. Publish the game to Steam, register game-specific domain and website, create merchandise for store.lixeirapublishing.com, apply for publication to Xbox Marketplace.
- 5.2. Market [Game] exclusively within its visual and genre combination for one year, meaning Lixeira will not publish a similar title in both the same category with same visual/aesthetic theme, unless ofc it's another game made by Developer.
- 5.3. Perform QA testing 🏃 on progress builds from lineup finalization until QA certification.
- 5.4. Assist with translation for English, Spanish, and Portuguese localization.

## 6. Developer's Obligations

*Developer agrees to do the following:*

- 6.1. Finish the game by the dates in milestone schedule, including localization in American English, Spanish as spoken in the Americas, and Brazilian Portuguese.
- 6.2. Play exactly two trailers at the start of the player experience - one "playing now" title and one "coming attraction" title for the other Lixeira games.
  - 6.2.1. By default, this would be in the form of "playing now" and "coming attractions" trailers similar to in cinema or at-home film rentals.
  - 6.2.2. Diegetic and opt-in trailers are better if accepted in writing by the publisher. Ideally the game would incentivize watching by rewarding the player with a score bonus, powerup, or hazard bypass.
- 6.3. Address "game-breaking" bugs, anything that causes an involuntary end to player experience and "soft-locks," within a week ideally.
- 6.4. Create three gameplay highlight recordings 🎮🎬 one for 5 seconds, 20 seconds, and 120 seconds in duration by the milestone date in article 4 above.
- 6.5. Share high resolution or vector image assets if available.
- 6.6. Share work-in-progress dev builds for QA and playtesting with the publisher.

## 7. Right to Cancel and Liquidated Damages

*Either party may back out prior to publishing; Damages cannot be more than \$1 unless we're making actual money, in which case they would be limited to what you've made under this agreement.*

- 7.1. Either party may terminate this agreement for convenience by email to the email addresses on the signature page below. Chat messages on platforms like discord and teams are not "writing" for this paragraph since they can be modified after posting.
- 7.2. To create peace of mind, damages from either party prior to publishing are not to exceed \$1. Same limitation applies after publishing unless the title makes more than \$10K, in which case damages to one party may not exceed value earned under this agreement for the other party.

## 8. Revenue Distribution

- 8.1. Revenue means sales excluding direct costs. Direct costs include platform fees collected on a per-title basis, transfer fees if any from platform to publisher. Direct costs exclude taxes, costs of development and marketing.
- 8.2. **Direct game sales revenue** will be split [Developer%] to Developer, [Publisher%] to publisher (if free title converts to revenue title by amendment.)
- 8.3. **Investments from funding partners** will be addressed by amendment.
- 8.4. **All other proceeds**, including merchandise and other content-related sales, will be split 50-50 between Developer and Publisher.

## 9. Project-Specific Provisions

- 9.1. The law of the State of Texas, U.S.A. governs and Texas ★ is the forum for this agreement.
- 9.2. [More, if necessary.]

*See next page for signatures.*

## 10. Signatures

### *We heart Electronic Signatures in Global and National Commerce Act*

The parties agree to the terms above by signing as follows. This agreement replaces all prior conversations, writing, and agreements.

**Name:** **[Your name], Developer**

**Signature:**

**Date:**

**Email:** [youremail@domain.com](mailto:youremail@domain.com)

**Name:** **[Authorized Agent], Publisher**

**Signature:**

**Date:**

**Email:** [managingmember@lixairpublishing.com](mailto:managingmember@lixairpublishing.com)

cc [lixairpublishing@gmail.com](mailto:lixairpublishing@gmail.com)

**Name:** **[Authorized Agent], Chief Marketing Officer**

**Signature:**

**Date:**

[elizabeth@lixairpublishing.com](mailto:elizabeth@lixairpublishing.com)