

Original Sales Agreement

Urantia Foundation and Urantia Brotherhood

1975

Note: This is apparently the first formal sales agreement entered into by the two Urantia Organizations.

CONFIRMATORY AGENCY AGREEMENT

THIS CONFIRMATORY AGENCY AGREEMENT, made this sixth day of June, 1975 by and between Urantia Foundation, a religious educational foundation created by Declaration of Trust dated January 11, 1950 (hereinafter referred to as "the Foundation"), and Urantia Brotherhood Corporation, an Illinois not for profit corporation (hereinafter referred to as "the Corporation"), both of said parties having their principal offices at 533 Diversey Parkway, Chicago, Illinois 60614:

WHEREAS, the Foundation has authorized the Corporation at least since July, 1955 to act as its agent for the distribution and sale of quantities of the Urantia Book, and other of its publications relating to the Urantia book upon terms and conditions set forth in successive letter agreements; and

WHEREAS, the Corporation is currently acting as such agent for the Foundation and desires to continue that relationship; and

WHEREAS, each of the parties desire to enter into an agreement for the purpose of confirming and incorporating into one instrument, and to otherwise amplify, all of the rights and responsibilities of each party to the other relating to the agency relationship;

NOW, THEREFORE, in consideration of the premises and the respective undertakings of the parties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Foundation and the Corporation agree as follows:

1. Appointment and Acceptance of Agent. The Foundation hereby appoints the Corporation and the Corporation agrees to act in behalf of the Foundation as a non-exclusive world-wide sales and distribution agent of the English language edition of the Urantia Book and other authorized publications and materials of the Foundation in accordance with the terms and conditions of this Agreement.

2. Duties of Agent: The Corporation agrees to sell and distribute on a world-wide basis the English language edition of the Urantia Book and such other authorized publications and materials of the Foundation as it may from time to time accept. The Corporation may make recommendations to the Foundation with respect to price changes, selling and distribution methods; designation or disqualification of approved distributors, wholesalers and retailers; advertising and art work of printed inserts, packaging and labels used for or in connection with the Urantia Book and other publications handled by it in behalf of the Foundation, but the sole authority to adopt any such recommendations or any modifications thereof, or to otherwise

institute changes shall remain in the Foundation.

3. Price and Quantity. The Foundation shall from time to time advise the Corporation in writing of the proposed quantity of publications or other materials it will supply for sale and distribution. It shall also specify the applicable retail price and the net price to be remitted to the Foundation. Any and all such goods will be subject to price change notifications, but in no case shall the corporation be charged with increased prices where it has received sale proceeds based upon prior established lower prices or is otherwise unable after due diligence to enforce price changes upon wholesale or retail outlets. The corporation for any reason may decline any publications or materials offered by the Foundation for sale and distribution, provided the Foundation is advised in writing of the unwillingness of the Corporation to act as agent for such product.

4. Title. Title to all publications and other materials of the Foundation shall remain in the Foundation until the goods are sold, and the Foundation shall bear the risk of loss for any reason while it has such title.

5. Collection of Sale Proceeds. The Corporation shall invoice, collect and remit to the Foundation on a monthly basis all sale proceeds payable to the Foundation pursuant to this Agreement and in connection with its sales and distribution agency relationship. the Corporation shall be responsible for the collection of past due accounts relating to publications and materials for which it is the sale and distribution agent, and it shall engage the services of collection agencies or attorneys when directed to do so by the Foundation. All expenses and fees incurred by the Corporation in its attempt to effect collection shall be for the account of the Foundation.

6. Reports and Records. The Corporation shall prepare and deliver to the Foundation such reports in form and content as required by the Foundation providing information concerning the sale and distribution of the Urantia Book and other publications of the Foundation sold and distributed by the Corporation. The Corporation shall also provide unrestricted access at reasonable times to its sales and distribution records to representatives of the Foundation. All such records shall be preserved until authorized by the Foundation to be destroyed; provided, however, that the Foundation shall reimburse Corporation for any cost or expense related to the storage of records which the Corporation shall be obligated to preserve solely by reason of the obligations imposed by this paragraph.

7. Protection of Copyrights and Trademarks. In connection with its duties as agent in behalf of the Foundation, the Corporation shall strictly follow the instructions of the Foundation with respect to the proper use of the Foundation's copyrights and trademarks, however and whenever used. The Corporation will notify the Foundation of any apparent violation of the copyrights or trademarks of the Foundation applicable to the publications being distributed by the Corporation and the Corporation will cooperate with and assist the Foundation by way of providing witnesses and records in any prosecution brought by the Foundation to enforce any of such copyrights or trademarks.

8. Verification of Agreement. Each party shall cooperate and provide such support and assistance to the other for the purpose of preparing and filing copies and

certifications of this Agreement, or other statements or affidavits with private concerns, domestic or foreign governments and agencies or courts of law for the purpose of verifying the relationship of the parties as principal and agent and to otherwise verify the existence and enforcement of the terms of this Agreement.

9. Termination. This Agreement may be terminated by either party upon giving written notice to the other of its intention to terminate, and this Agreement shall become terminated 60 days after personal delivery or the mailing of such notice by one party to the other. Upon termination the Corporation shall be obligated to act as a collection agent for receivables owing to the Foundation by wholesale and retail purchasers until the inventory of all publications and materials sold and distributed by the Corporation have been accounted for and remitted to the Foundation, or until the parties have mutually agreed in writing to a termination settlement relating to the receivables.

10. Notices. Any notice required to be given to either party pursuant to this Agreement shall be in writing and shall be either personally delivered or when mailed, postage prepaid, and addressed to the following address, or such other address as either party may hereafter designate in writing to the other:

For the Foundation:

533 Diversey Parkway Chicago, Illinois 60614

For the Corporation:

533 Diversey Parkway Chicago, Illinois 60614

11. Construction. This Agreement is to be construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first above written.

THE Urantia FOUNDATION
by (signed) Thomas A. Kendall, Its President
ATTEST: E. L. Christensen, Its Secretary

THE Urantia BROTHERHOOD CORPORATION
by (signed) Paul Snider, Its President
ATTEST: John Hales, Its Secretary