

eBOOK AUTHOR AGREEMENT

THIS PUBLISHING AGREEMENT is made and entered into this ____ day of _____, by and between _____ (hereinafter referred to, whether one or more, and whether an author or an editor, as the "Author") and New Art Press, a subsidiary of New Art Technologies, a corporation, having its principal place of business at 514 Portside Drive, Edgewater, New Jersey, 07020 U.S.A. (hereinafter referred to as the "Publisher").

The Publisher and the Author hereby agree as follows:

1. PREPARATION AND DELIVERY OF MANUSCRIPT.

(a) The Author shall write the textual material (hereinafter called the "Manuscript") and furnish all original artwork and photographs (hereinafter called the "Illustrations"), table of contents, and the subject index (hereinafter called the "Index") according to Production Standards, attached to this Agreement, for a work (hereinafter called the "Work") tentatively titled:

or such other title as may be determined by the Publisher in consultation with the Author.

(b) The Work shall consist of approximately ____ manuscript pages and include approximately ____ Illustrations submitted as original electronic art files or original photographs (according to Schedule A) to yield a completed work of approximately ____ printed pages. One (1) copy of the Manuscript will be submitted to the Publisher: in a suitable electronic format specified by the Publisher. The Illustrations submitted to the Publisher must include original electronic art files suitable for placement or reproduction, in the format specified by the Publisher.

(c) The Author agrees to deliver the electronic files and to the Publisher on or before _____, _____. The Author shall retain at all times at least one (1) copy of the Manuscript, the Illustrations, and the Index.

(d) The Author shall make every reasonable effort to obtain original material for the Work. In the event the material must be taken from sources in which the copyright is owned by a person or entity other than the Author or the Contributors, the Author must identify or cause to be identified all such materials. The Author shall obtain, or cause to be obtained without expense to the Publisher, from each owner of such copyrighted material, written permission to reproduce such copyrighted material in all media including electronic form in the Work and deliver a copy of each written permission to the Publisher with the completed Work. The Author shall (at the time the work is submitted) prepare, or cause to be prepared, a list setting forth the location in the Work of all material in the Work which requires permission and submit it to the Publisher along with all the written permissions on the list. Each permission which the Author is obligated to obtain under this Agreement must be as broad as with the rights obtained by the Publisher in the Work pursuant to this Agreement. The Publisher shall make available to the Author permission forms that have been approved by the Publisher. The review of such permissions by the Publisher shall not relieve the Author of his obligations under this paragraph.

2. MANUSCRIPT EDITING.

The Publisher may edit the Work in accordance with the Publisher's style of capitalization, punctuation, spelling, and usage. The author is responsible for primary editing of his or her work. It is recommended that the author secure the services of a good editor.

3. AUTHOR'S CORRECTIONS.

The Author agrees to read, correct, and promptly return within thirty (30) days all proofs of the Work to the Publisher in accordance with the Publisher's specified schedule. Author alteration costs in excess of ten percent (10%) of the cost of the original composition, and any expenses incurred by the Publisher in the making of Illustrations replacing those originally submitted with the Work, shall be charged to the Royalty Account. In the event that correction of proofs is not returned within thirty (30) days the Publisher shall have the right to publish the Work without the Author's approval.

4. PRODUCTION AND SALE.

The Publisher will, subject to the terms and conditions of this Agreement, publish the Work in an **eBook** format, and: (i) except as provided in Paragraph 3 above, assume all costs of the Publisher's editing, proofreading, typesetting, and production into an eBook format, and (ii) the costs of promoting, advertising, and selling the Work, the extent of which shall be determined by the Publisher. The Author shall have the right to recommend the price at which the Work will be sold. The Publisher shall have the sole right to determine the manner in which it will be formatted, promoted, advertised and marketed.

5. COPYRIGHT.

The Author hereby expressly grants to the Publisher non-exclusive rights to the Work.

6. ROYALTIES.

(a) The Publisher agrees to pay the Author, and the Author shall accept as payment in full for writing and delivering the Manuscript, Illustrations, and the Index, for the performance of all of the obligations of the Author hereunder, and for all the rights granted to the Publisher pursuant to this Agreement, the following amounts:

(b) For all copies of the Work sold by the Publisher, sixty percent (60%) of the Publisher's net receipts (as defined below).

(c) For purposes of this Agreement, the Publisher's "net receipts" from sales shall mean monies received by the Publisher from such sales less adjustments for discounts, credits and returns. Royalties will not be paid on prepaid transportation, postage, insurance and taxes. The Publisher's "net receipts" from licensing or assignment shall mean monies received by the Publisher less any specified costs of such licensing or assignment.

(d) All payments made under the terms of this Agreement will be subject to Federal income tax withholding, as required by the United States Internal Revenue Code.

(e) All royalties and other income accruing to the Author under this Agreement shall be credited to an account maintained on the records of the Publisher (the "Royalty Account"), which Royalty Account will be charged for all amounts paid or payable to Author, and for all amounts Author is

charged, or obligated to pay, pursuant to this Agreement.

7. ACCOUNTS.

(a) The Publisher will render to the Author statements of sales made, the Publisher's net receipts, fees, and other monies received from licensing, if any. These statements will be rendered semi-annually in August of each year for the six (6) months ending as of the preceding June 30th, and in February of each year for the six (6) months ending as of the preceding December 31st. Subject to the provisions of this Agreement, the statement will be accompanied by a check for any monies shown to be due by such statement.

(b) If any person comprising the Author has received an overpayment of money from the Publisher or has an outstanding monetary obligation to the Publisher, whether arising out of this Agreement or any other agreement with the Publisher, the Publisher may deduct the amount of such overpayment or outstanding obligation from the Royalty Account or any sums due to such person under this Agreement.

8. AUTHOR'S WARRANTIES.

(a) The Author represents and warrants that: the Author has the full right and authority to enter into this Agreement and to grant the rights granted to the Publisher hereunder; the Author has not previously assigned, transferred, or otherwise encumbered such rights; and the Work shall be original with Author.

(b) The Author represents and warrants that: the Work will not infringe upon any statutory or common law copyright or violate any law or government regulation; the Work will contain no matter which will be libelous or otherwise injurious or in violation of any right of privacy or any other personal or proprietary right of any third party; the Work contains no material which to the best of the Author's knowledge and belief is inaccurate, or any statement, instruction, material, or formula that involves the foreseeable risk of injury to readers or users of the Work.

(c) Should any material be submitted for publication in the Work which in the opinion of the Publisher may result in a breach of any of the foregoing warranties, the Publisher shall have the right to publish the Work without such material or not to publish the Work at all. Nothing contained herein shall be deemed to impose upon the Publisher any duty of independent investigation, nor shall any independent investigation by the Publisher relieve the Author of the Author's obligations hereunder.

(d) The Author represents and warrants that, except as previously disclosed to the Publisher in writing, the Author has not aided in the preparation of and is not under any obligation to any other publisher or person to prepare any publication directly competitive with the Work, or which could interfere with his or her performance of this Agreement or interfere with or impair the sale of the Work.

(e) The Author and Publisher shall each promptly inform the other of any claim, demand or suit made against it in connection with the Work. The Author shall fully indemnify and hold the Publisher harmless against any loss, damage, cost, or expense (including reasonable counsel fees) which may be sustained or incurred by the Publisher by reason of any claim, demand, investigation, suit, or recovery arising out of the breach or alleged breach of any of the foregoing warranties.

(f) The Publisher shall have the right to defend any such suit through counsel of its own choice and the right to settle any such suit on such terms as the Publisher shall deem advisable; provided, however, that the Author shall not be responsible for indemnifying the Publisher for any settlement made without the Author's consent, which consent shall not be unreasonably withheld

or delayed.

(g) In the event of a claim or suit against the Publisher which, if sustained, would constitute a breach of any of the Author's warranties, the Publisher shall have the right to withdraw the Work from distribution and withhold royalties which become due to the Author pursuant to this Agreement pending a final determination of such claim or suit. The Publisher shall have the right to apply any such withheld royalties to the reduction of any of the obligations of the Author to the Publisher contained in this Paragraph 8.

(h) Author's representations, warranties and indemnities as stated herein may be extended by Publisher to third party licenses and grantees and Author shall be liable thereon as if such representations, warranties and indemnities were originally made by Author to them.

(i) The provisions of this Paragraph 8 shall survive the termination of this Agreement.

9. DESIGNATION AS AUTHOR.

The Publisher shall have the right to designate the Author as the author of the Work, and, if the Author be more than one, in such manner and order as the Publisher may determine in its reasonable judgment fairly reflects their relative contributions to the Work, and to use the Author's name and likeness in advertising and promoting the Work and derivative works based on the Work, and other commercial use in connection with the Work. Where there is more than one author a single author shall be designated lead author for the purpose of dealing with the Publisher.

10. IMPRINT.

The Work will be published initially under the imprint of New Art Press or such other imprint as the Publisher deems suitable for the Work.

11. GENERAL PROVISIONS.

(a) This Agreement is the entire agreement between the parties relating to the Work. It supersedes all previous oral or written representations or agreements relating to the Work and may not be modified or amended, nor may any of its terms or provisions be waived, except by a written instrument executed by the party affected by such modification, amendment, or waiver.

(b) All obligations, liabilities, warranties, and covenants of the Author pursuant to this Agreement shall be joint and several, so that each person comprising the Author shall be obligated with respect to the performance of the Author as if he or she were the sole Author.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and assigns, except that the Author's obligations may not be assigned without the Publisher's prior written consent, and any assignment without such consent shall be null and void.

(d) The Author shall, at the Publisher's cost and expense, but without any additional compensation, execute and deliver to the Publisher such further documents and instruments as the Publisher may reasonably require to carry out the transactions contemplated by this Agreement.

(e) It is agreed that the Author is for all purposes of this Agreement an independent contractor,

and the Author is in no respect an agent, employee or joint venture of Publisher. The Author shall have the privilege of engaging, at the Author's own expense, such assistants as the Author may desire. Assistants shall be employed by the Author only for the Author's own account, and in no event shall any assistant or assistants be deemed to have been employed by the Publisher, or engaged by the Author for the account or on behalf of the Publisher; provided, however, that the Author shall disclose in writing to the Publisher all work of such assistants.

(f) Neither the Author nor the Publisher shall be liable, nor shall the Work be deemed out of print, because of any delay caused by acts of God, restrictions imposed by law or government regulation, shortages in supply of material or labor necessary for the preparation or production of the Work, or other similar or dissimilar acts beyond their reasonable control. In no event shall either the Author or the Publisher be liable for special, incidental, or consequential damages.

(g) The waiver of, or the failure to claim, a breach or a default under any of the provisions of this Agreement shall not be, or deemed to be, a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms of this Agreement.

(h) This Agreement, regardless of the place of its physical execution, shall in all respects be governed by and construed in accordance with the internal law, and not the law pertaining to conflicts or choice of law, of the State of New Jersey.

(i) Each of the parties to this Agreement hereby expressly and irrevocably agrees and consents that any suit, action, or proceeding arising out of or relating to this Agreement shall be instituted exclusively and only on a state or federal court sitting in New Jersey, and, by execution of this Agreement, each of the parties hereto expressly waives any objection that it may have now or hereafter to the laying of venue or to the jurisdiction of any such suit, action, or proceeding in New Jersey, and each of the parties to this Agreement further irrevocably, exclusively, and unconditionally submits to the personal jurisdiction of any state or federal court sitting in New Jersey in connection with any such suit, action or proceeding.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the _____ day of _____.

AUTHOR: _____ Date

Taxpayer ID or Social Security No.: _____ Place of Birth: _____ Citizenship: _____

Business Address: _____

Telephone No.: _____ Fax No.: _____ E-Mail: _____

Permanent Domicile: _____ Telephone No.: _____

Date: _____

PUBLISHER: Jessica Keyes

SCHEDULE A

Production Standards

- Please provide your manuscript in a Word for Windows format, with 1 ¼ inch margins, single-spaced, font is Times New Roman or Arial, size 12. The author is responsible for editing his or her work. New Art Press will do “light” editing only. Please use only one level of headings.
- Provide all permission verification forms, reprint permission letters, and letters of agreement when sending in manuscript.
- Provide complete front matter when sending in manuscript: preface, biographies, table of contents, and list of contributors. Please be sure all information for project participants is current. Please include an index, if desired.
- Provide embed all artwork in the location in the text in which each image is to appear.