

AN AGREEMENT

Dated \_\_\_\_\_ between  
Rowena Roe of 18 High Street, Portland, Maine 04102 USA

(hereinafter called 'the Author') for themselves or their executors, administrators and assigns, and

ABC BOOKS, P.O. Box Z, Portland, ME 04101, USA

(hereafter called 'the Publishers') for themselves, their successors and assigns. Whereas the Author has written and exclusively owns the copyright on an original literary work entitled

**Great American Novel**

(hereinafter called 'the Work') which the Author desires the Publishers to display, sell and distribute via the Internet, it is hereby agreed between these two parties as follows:

1. DELIVERY AND PUBLICATION. When the Author has completed and delivered an electronic file of the Work which in content and form is acceptable to both the Author and the Publishers, the Publishers shall undertake to include the work in its online collection within six months. The Publishers, while acting with reasonable care, shall not be responsible for any accidental loss or damage to the electronic file in the course of production.
2. ELECTRONIC RIGHTS. In consideration of the payment hereinafter mentioned, the Author grants to the Publishers sole and exclusive electronic rights to the Work for the full term of copyright. Electronic rights are defined as those rights which permit the Publishers to produce and sell the Work in electronic form, including (but not limited to) sale of an electronic file of the Work (a) to read on a palm computer, (b) to read on a desktop or laptop computer or print out through an attached printer, and (c) to produce via a print-on-demand system for the customer's personal use. These rights also entitle the Publishers to present online a free sample of the Work and to offer the entire Work for free for a period not to exceed one month. The Author shall not without the written consent of the Publishers otherwise display or publish in electronic form as defined by (a), (b) and (c) above the said Work or any work that is an expansion or abridgement or part of the said Work or which shall be likely to compete with or affect prejudicially the sales of the said Work.
3. PRICE. The published price of the standard electronic edition of the work shall be \$8.50 per copy sold in the first instance, but the Publishers shall have power in their discretion to determine or to alter the published price.
4. ACCOUNTS. While in possession of the rights conferred by Clause (2) hereof the Publishers shall deliver to the Author not later than the 1st day of June of each year, a statement of the number of copies of the Work sold during the year before the preceding 31st day of December.
5. ROYALTIES. The Publishers, at the time of the delivery of the said statement, shall pay to the Author, on all copies delivered in response to a confirmed order during the year before the preceding 31st day of December, a royalty of 50 per cent of confirmed order receipts.

6. **WARRANTY.** The Author hereby warrants to the Publishers that the said Work is an original work, has not been published in any form and is in no way whatever a violation of any existing copyright, that it contains nothing objectionable, indecent, obscene or libelous, that all statements contained therein purporting to be facts are true, that the Author has full power to make this agreement, that the publication of the said Work will in no way be unlawful, and that the Author will indemnify the Publishers against any loss, injury or damage, including any legal costs or expenses properly incurred by the Publishers in consequence of any breach of this warranty.

7. **OTHER PUBLISHING RIGHTS.** The copyright in the Work shall remain the property of the Author. The Author also retains full rights to the conventional paper publication of the Work, and may enter into an agreement to publish the Work with a conventional paper publisher at any time after one full calendar year has elapsed subsequent to the initial electronic publication of the Work by the e-publisher, provided only that the conventional paper publisher may not without written permission from the e-publisher display or sell in electronic form or offer for sale via print-on-demand the Work or any adaptation, abridgement or translation of the Work or any part thereof.

8. **AGENCY.** The Author hereby confirms that all agreements with previous author's agents have been lawfully terminated. The Author authorizes the Publishers to act as their exclusive Author's Agent with respect to the Work, promoting it to conventional paper publishers, film producers and other appropriate rights purchasers. The Publishers shall represent the Author's interests to the best of their ability, using sub-agents where necessary, but will not commit the Author to any agreement without prior approval. The Author will refer all approaches regarding the Work to the Publishers. The Publishers' commission will be a percentage of the income arising from all contracts for the exploitation of the Work at these rates: 15% for book rights, 20% for translation, adaptation, audio, play, film and TV rights, and 35% for any rights when a sub-agent is used. The Author undertakes that all contracts relating to the exploitation of the Work will include a provision whereby the income payable under them is paid to the Publishers both during and after the Agency period, and the Author authorizes the Publishers to make deductions from this income for commission as referred to above. The Publishers will help collect money due to the Author under such contracts and will remit to the Author promptly any money collected after deduction of the above commission. After any termination of the Agency in accordance with the terms in (9) below, the Publishers shall continue to be entitled to commission in respect of all income arising from contracts for the exploitation of the Work entered into while the Publishers represented the Author, from all extensions and renewals of such contracts, and from any contract following on a submission made by the Publishers before the Agency ceased where that contract was signed after the Agency ceased.

9. **TERMINATION OF AGREEMENT.** If the Publishers withdraw the Work from sale, fail to fulfill or comply with any provision in Clauses (1) through (5) hereof, or cease to trade or exist, then after 90 days following written notification from the Author expressing an intention to rely upon this clause, this entire agreement may be terminated and all electronic rights indicated in Clause (2) hereof shall revert to the Author. Clause (8) hereof may be terminated by separate mutual agreement at any time without terminating the Agreement as a whole. Either of the above terminations shall be without prejudice to any claim which the Author may have for monies due

under Clause (5) and without prejudice to any claim which the Publishers may have for monies due under Clause (8).

AS WITNESS the hand of the Author

---

Signature Date

AS WITNESS the hand of the Managing Editor

---

Signature Date