



NEW ENGLAND PUBLISHING ASSOCIATES, INC.

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Date:

Contact Information:

Legal Name

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Phone Primary/Home

Phone Secondary/Work

Cell

Fax

Social Security/Tax ID#

eMail

Optional info for Electronic Funds Transfer (EFT)

Bank Name

Bank Routing number

Bank Acct number

Dear ~

This letter, when signed by you and me, will confirm the terms and conditions of the representation of you of the New England Publishing Associates, Inc.

You and we hereby agree as follows:

You hereby engage us as your sole and exclusive literary agent and representative with respect to the sale, lease, license, use or other disposition of all rights set forth in paragraph 2, below, in all fields, formats, media throughout the world of:

1. **PROJECT** Your book proposal(s), tentatively entitled _____ the "Work"), and other book-length writing projects that you wish to submit to us, and we agree to represent, on a project-by-project bases. Each such additional writing project shall be confirmed in writing by you and us and shall thereafter be



subject to this Agreement (all such other projects shall be deemed "Works" hereunder).

2. **DEVELOPMENT** We shall use our good faith efforts to advise you and assist you with the development of proposals for your Works, and to market and license all rights in the Works, including, but not limited to, publishing, serialization, foreign editions, translations, book club, electronic, commercial, performance and dramatic, audio and radio, and merchandizing rights.
3. **REPRESENTATION** You warrant and represent that you are the sole and exclusive author and owner of, and control, all rights in and to the Works, except as expressly disclosed to us by you in writing, including, without limitation, in other materials submitted to us for representation hereunder; that you have the right, without restriction, to enter into this Agreement and into any publishing and other agreements for the use of the Works; that no rights in the Works have been sold or otherwise disposed of prior hereto; and that the use and exploitation of the Works does not infringe any copyright or trademark of any third party, violate the rights of privacy or publicity of, or libel or defame any third party, and will not otherwise violate the rights of any third party. You authorize us to include in any contracts negotiated on your behalf the "Agency Clause," substantially in the form below.

The Author irrevocably and in perpetuity appoints New England Publishing Associates, Inc. as its sole and exclusive agent with respect to the said Work(s) and authorizes and directs Publisher to make all payments due and/or to become due hereunder to the Author in the name of Author's Agent, New England Publishing Associates, Inc. , PO Box 66066., Lawrence, NJ 08648, whose receipt shall be good and valid discharge of all such indebtedness. The said Agent is hereby empowered by the Author to act on the Author's behalf (with or without sub-agents) in all matters arising from and pertaining to this Agreement and to negotiate on behalf of the Author as to the disposal of rights reserved to the Author hereunder with respect to said Work(s). For service rendered and to be rendered, the Author does hereby irrevocably assign and transfer to the said Agent and the Agent is entitled to receive and retain as a commission, as an agency coupled with an interest, a sum equal to 15% of the gross monies accruing to the account of the Author hereunder prior to deductions from charges against such monies for any reason whatsoever. The provisions of this paragraph shall survive expiration and/or termination of this Agreement. Tax ID# 27-3079883.

4. **TERM** The term of this Agreement shall commence on the date set forth above and shall continue with respect to the Works for a period of one year and shall



continue thereafter until terminated by either of us by giving not less than ten days notice to the other. Any such termination to the contrary notwithstanding, if you enter into any contract which is made or negotiated within one year after termination of this Agreement with any company, any editor or any other person or party to whom we submitted your Works, then such contract shall be deemed a contract covered by this Agreement.

5. **COMPENSATION** As full compensation for our services performed hereunder, you shall pay us, as and when received, whether during the term hereof or thereafter, and you hereby assign to us, as an agency coupled with an interest, an amount equal to 15% of all gross compensation (without deduction of any kind) payable to you, on your behalf, or to any person, firm or corporation in which you have an interest, directly or indirectly, pursuant to or as a result of every contract covered by this Agreement, and any and all extensions, renewals, modifications, substitutions or replacements therefore, whenever made, and whether procured by you, us or any third party; provided, however, that you shall pay us 20% of such gross compensation from contracts made or negotiated with parties outside the U.S. and Canada, including, without limitation, contracts for British publication and publication in languages other than English, and for contracts for dramatic and performance rights, merchandising and commercial uses, and such 20% fee shall be inclusive of any fees charged by sub-agents or co-agents. With respect to any Work(s), your obligation to pay us compensation as provided herein shall apply to the sale, lease, license, use or other disposition throughout the world in all fields and media (now or hereafter known) of any and all rights in and to such Works, regardless of whether made during the term hereof or at any time thereafter.
6. **CO-AGENTS** We shall have the right to engage others to assist us in the representation, marketing and sale of the rights in the Works, provided, however, that we shall be solely responsible for the compensation payable to such other representatives out of our compensation, as set forth in the COMPENSATION paragraph, above, and you shall have no obligation to pay us or such other representatives any amounts, except as provided in the Agreement.
7. **PAYMENT** All monies under contracts covered by this Agreement shall be payable to and in the name of Publish or Perish Agency, Inc, as your agent, and, after we deduct the amounts due us hereunder, we shall remit the balance to you within ten business days of receipt by us, unless the payments derived from foreign sources in which case the period of clearance, and therefore our remittance to you, may take as long as 30 days.



8. **APPROVAL** All contracts negotiated on your behalf will be subject to your approval, except for incidental, nonexclusive licenses (such as textbook, anthology, radio, recording for the handicapped, and other permissions), which may be approved and granted by us on your behalf.

9. **INCIDENTAL COSTS** We may deduct from the amount to be remitted to you hereunder disbursements, such as, for example, on the rare occasion of overnight mail/express service, photocopying, book purchases for coAgents/foreign/publisher, or other incidental expenses that can be clearly identified as related to the sale of rights of the Work. We shall require your approval prior to incurring any expense to be reimbursed by you in excess of \$75. If the amount to be remitted to you is insufficient for us to recover these costs, then you shall reimburse us for any outstanding such expenses promptly upon receipt of our invoice for them. Photocopying will be charged at \$0.08/page. Book purchases for coAgents/foreign agents is defined as sample copies delivered to prospective purchaser of rights. On occasion, it may be more cost effective to order a book from a regional bookseller and have delivered to a coAgent/foreign agent/publisher than to post a sample from our offices.

10. **DIRECT PAYMENTS** Upon termination, at your request, you and we shall direct all publishers and other parties obligated to make payments for rights granted by you, to pay directly to you all monies due you, minus our commission as provided herein, and to pay our commission directly to us. You and we agree to execute any and all documents that shall be reasonably necessary in order to confirm such direction.

11. **AGENCY** You understand that we are in the business of providing representation to authors and others and that we may render services similar to those we render to you to other people and other parties, regardless of whether the books or other projects of these other people are similar to the Works or compete with the Works.

12. **INDEMNITY** You represent that you have the right to enter into this Agreement, that no act or omission by you will violate any right or interest of any person or entity, including, without limitation, any right of copyright, privacy, publicity or injury to reputation, or will subject us to any claim liability. You shall indemnify, defend and hold us, our successors, directors, employees, agents and assigns, harmless from and against all losses, liabilities, damages, judgments, costs and



expenses of any kind whatsoever (including reasonable attorneys' fees and expenses) arising out of or in connection with any claim, suit or proceeding based on any allegation which if true would constitute a breach of this Agreement or of your warranties and representations set forth herein.

13. **JURISDICTION** This Agreement, its validity, construction, and effect, shall be governed by the laws of the State of New York applicable to contracts negotiated and fully to be performed therein. Each of you and we agree to the sole and exclusive jurisdiction of the applicable federal or state courts located in the City of New York, State of New York for the resolution of all disputes arising under this Agreement.

14. This Agreement represents the entire agreement between us, supersedes all prior understandings, and may not be changed except in writing signed by the party to be charged. We may assign it only in connection with a sale or transfer of substantially all of our stock or assets. You may not assign it. Any assignment in violation of this paragraph shall be void. Notice from one party to the other shall be in writing, sent by registered or certified mail, or by email if receipt is acknowledged by the receiving party, and shall be sent to the party at the address set forth for it herein or to such other address as a party shall deliver by notice.

If the foregoing is acceptable to you, please so indicate by signing below.

Cordially,

New England Publishing Associates, Inc.

AGREED TO AND ACCEPTED BY:

_____ Date:

_____ Date:

Roger S. Williams, Managing Director