



CROSSLINK PUBLISHING CONTRACT

This publishing agreement (“Agreement”) is entered into as of January 1, 1776 (“Effective Date”) between CrossLink Publishing, 558 E. Castle Pines Parkway, Castle Rock, CO 80108 (“Publisher”), and George Washington, 1000 Apple Tree Lane, Mt. Vernon, VA 22309, (“Author”) concerning the work presently titled “Why I Want to be President” (“Work”).

GRANT OF RIGHTS

1. **Grant of Rights.** Author, on behalf of him/herself and his/her heirs, executors, administrators, successors, and assigns, exclusively grants, assigns, and otherwise transfers to Publisher and its licensees, successors, and assigns, the following specific rights in the Work for the full term of copyright in the Work and throughout the world as defined in paragraph 3 of this Agreement. All rights not expressly granted to Publisher are hereby reserved exclusively by Author.
 - 1.1. The rights to print, publish, distribute, sell, and generally exploit the Work in volume form, including both hardcover, softcover, and eBook editions.
 - 1.2. The right to use and generally exploit the Work in the form of an abridged and/or unabridged “electronic book,” without the use of any additional material of any kind, in any and all electronic and/or digital media, including, by way of example only, portable digital storage media such as disks and diskettes and online computer services on the Internet or other computer-based networks.
2. **Territory.** The rights granted to Publisher in this Agreement may be exploited throughout the world.
3. **Term.** The rights granted to Publisher in this Agreement may be exploited for a period of three years commencing from the date of this contract, and may be renewed by mutual agreement of both Author and Publisher.

AUTHOR COMPENSATION

4. **Royalties on Publisher’s Editions.** For copies of the Work sold by the Publisher under this Agreement, Publisher shall credit Author’s account with the following royalties on Net Copies Sold:
 - 4.1. 16% of Net Revenues on the first 5,000 Net Copies Sold of any Print Editions;
 - 4.2. 20% of the Net Revenues on sales in excess of 5,000 Net Copies Sold of any Print Editions.
 - 4.3. 75% of the Net Revenues on sales of any Electronic Editions.
 - 4.4. 8% of Net Revenues on all copies sold at Deep Discounts.
 - 4.5. “Electronic Edition,” as used in this Agreement, shall refer to any Edition of the Work that is sold, distributed, or accessed in an electronic or digital format through the publisher’s distribution network.
 - 4.6. “Net Revenues,” as used in this Agreement, shall refer to money actually received by the Publisher from the sale of copies of the work, net of returns, after deducting Distribution and Freight Fees.

- 4.7. "Net Copies Sold," as used in this Agreement, means the sale, less returns, of any and all copies of the Work sold by Publisher through conventional channels of distribution in the book trade. It does not include promotional and review copies, or copies the author purchases directly from the publisher at author discount. Royalties on all eBooks sold will be paid at 75% of the Net Price (royalties received from the distributors).
- 4.8. "Deep Discounts," as used in this Agreement, shall refer to all sales in excess of Publisher's normal wholesale discount. These sales may occur in high discount channels outside the normal book-purchasing channels, such as, but not limited to, Wal-Mart, Target, Costco, etc.

THE MANUSCRIPT

5. **Delivery of Manuscript.** Author agrees to deliver the manuscript of the Work in the English language in its entirety ("the Manuscript") to the Publisher in the form of a computer readable file compatible with Microsoft Word.
6. **Artwork, Permissions, Index, and Other Materials.** Author shall deliver to Publisher, at Author's sole expense, not later than the date(s) as may be designated by Publisher, each of the following:
- 6.1. Original art, illustrations, maps, charts, photographs, or other artwork (collectively "Artwork") as Author and Publisher may jointly agree upon and approve.
- 6.2. An index, bibliography, table of contents, foreword, introduction, preface, or similar matter ("Frontmatter" and "Backmatter") if deemed applicable to the Work.
- 6.3. Written authorizations and permissions for the use of any copyrighted or other proprietary materials (including but not limited to Artwork, Backmatter, and/or Frontmatter) owned by any third party which appear in the Works and written releases and consents by any person or entity described, quoted, or depicted in the Works (collectively "Permissions").
- 6.4. If the Publisher, in its sole discretion deems the Manuscript, Artwork, Frontmatter and/or Backmatter, Permissions and/or any other materials delivered by Author under this Agreement to be unacceptable in form or substance, then Publisher shall so advise Author and Author shall have the opportunity to cure any defects and generally revise, correct and/or supplement the Manuscript, Artwork, Frontmatter and/or Backmatter, Permissions and/or other materials.

PUBLICATION

7. **Editing and Publication Format.** Publisher shall have the right to edit and revise the Work for any and all uses contemplated under this Agreement, provided that the substantive meaning of the Work is not materially altered. Publisher shall have the right to manufacture, distribute, advertise, promote, and publish the Work in a style and manner which Publisher deems appropriate, including typesetting, paper, printing, binding, cover and/or jacket design, imprint, title, and price. Publisher agrees that Author shall be reasonably consulted on the title and cover design of the Work in book form. Notwithstanding any editorial changes or revisions by Publisher, Author's warranties and indemnities under this Agreement shall remain in full force and effect.

8. **Proofs.** Publisher shall furnish Author with an electronic proof of the Work after each editing phase. Author agrees to read, correct, and return the proof copy within fourteen (14) days of receipt thereof. After the editing phase, Publisher shall provide Author with up to 4 hours of editing work during the typesetting phase. Author will be notified if requested edits will exceed the 4 hour time constraint and have the opportunity to pay for the extra effort at \$50/hour. If the Author fails to return the corrected proofs within the time set forth above, the Publisher may publish the Work without the Author's approval of the proofs.
9. **Author's Copies.** Publisher shall provide author with five (5) copies, free of charge, of the initial print edition of the Work for personal and marketing use. Author shall be permitted to purchase additional copies of the Work, in any quantity at a 50% discount off the retail price of the Work. The author may also purchase bulk quantities of the Work published by the Publisher at a special prepublication discount of 60% off retail price for 500 to 999 copies, 65% off retail price for 1,000 to 1,999 copies, and 70% off retail price for 2,000 or more copies, provided that the order and payment are received by the Publisher at least one week in advance of the initial print date of the Work. On copies of the Work purchase by the author, no royalties will be paid and the Author's purchases will be excluded in computing Net Copies sold. The Publisher's usual and customary shipping charges will be added to the cost of copies purchase by the Author.
10. **Advertising and Promotion.** Publisher shall have the right to advertise, promote, or otherwise exploit the Work, except as Author and Publisher may set forth in writing. Author acknowledges that publisher is the exclusive print, and distribution vehicle for the Work. Accordingly, the Author shall make a reasonable effort to engage in public expression to promote the sale of the Work whenever appropriate and in coordination with the Publisher's promotional efforts.
11. **Use of Author's Name and Likeness.** Publisher shall have the right to use, and to license to others to use, Author's name, image, likeness, and biographical material for advertising, promotion, and other exploitation of the Work and other rights granted under this Agreement.

COPYRIGHT

12. **Copyright Notice and Registration.** Publisher shall, in all versions of the Work published by Publisher under this Agreement, place a notice of copyright in the name of the Author in a form and place that Publisher reasonably believes to comply with the requirements of the United States copyright law. Nothing contained in this section shall be construed as limiting, modifying, or otherwise affecting any of the rights granted to Publisher under this Agreement.
13. **Copyright Infringement.** If, at any time during the term of this Agreement, a claim shall arise for infringement or unfair competition as to any of the rights that are the subject of this Agreement, the parties may proceed jointly or separately to prosecute an action based on such claims. If the parties proceed jointly, the expenses (including attorneys' fees) and recovery, if any, shall be shared equally by the parties. If the parties do not proceed jointly, either or both parties shall have the right to proceed separately, and if so, such party shall bear the costs of litigation and shall own and retain any and all recovery resulting from such litigation. Notwithstanding the foregoing, Publisher has no obligation to initiate litigation on such claims, and shall not be liable for any failure to do so.

ACCOUNTING

14. **Accounting.** Publisher shall render to Author a statement of Net Copies Sold and pay Author any amount(s) then owing, for each six-month accounting period, not later than thirty (30) days following the close of each period. Books returned via the distribution channel will incur a negative royalty per copy.
- 14.1. The Publisher shall have the right to debit the account of the Author for any overpayment of royalties, or any other amounts owing the Publisher under any other agreement between the Publisher and the Author.
15. **Audit Rights.** The Author shall have the right, upon reasonable notice and during usual business hours, but not more than once each year, to engage a certified public accountant to examine the books and records of the Publisher relating to the Work at the place where such records are regularly maintained. Any such examination shall be at the sole cost of the Author, and may not be made by any person acting on a contingent fee basis.

WARRANTIES, REPRESENTATIONS, AND INDEMNITIES

16. **Author's Representations and Warranties.** Author represents and warrants to Publisher that: (i) the Work is not in the public domain; (ii) Author is the sole proprietor of the Work and has full power and authority, free of any rights of any nature whatsoever by any other person, to enter into this Agreement and to grant the rights which are granted to Publisher in this Agreement; (iii) the Work has not heretofore been published, in whole or in part, in any form; (iv) the Work does not, and if published will not, infringe upon any copyright, trademark, or any other intellectual property rights or other proprietary rights of any third party; (v) the Work contains no matter whatsoever that is obscene, libelous, violative of any third party's right of privacy or publicity, or otherwise in contravention of law or the right of any third party; (vi) all statements of fact in the Work are true and are based on diligent research; (vii) all advice and instruction in the Work are safe and sound, and are not negligent or defective in any manner; (viii) the Work, if biographical or "as told to" Author, are authentic and accurate; and (ix) Author will not hereafter enter into any agreement or understanding with any person or entity which might conflict with the rights granted to Publisher under this Agreement.
17. **Author's Indemnity of Publisher.** Author shall indemnify, defend, and hold harmless Publisher, its subsidiaries and affiliates, and their respective shareholders, officers, directors, employees, partners, associates, affiliates, joint venturers, agents, and representatives, from any and all claims, debts, demands, suits, actions, proceedings, and/or prosecutions ("Claims") based on allegations which, if true, would constitute a breach of any of the foregoing warranties and representations or any other obligation of Author under this Agreement, and any and all liabilities, losses, expenses (including attorneys' fees and costs) and damages in consequence thereof.

CESSATION OF PUBLICATION

18. **Remainders.** Once Net Copies Sold drops below 100 copies per year, Publisher may determine that there is insufficient demand for the Work to enable it to continue its distribution, publication, or sale profitably. In this case, the Publisher may allow the Author to pay distribution costs to continue distribution, or the Publisher may remove the work from distribution and dispose of the copies remaining on hand as it deems best. Publisher may continue to sell copies of the Work from its website and continue to offer direct sales to the Author. Author will not earn royalties on any Remainder sales.
19. **Reversion of Rights to Author.** Upon termination of this Agreement, all rights in the Work granted to the Publisher in this Agreement, except the rights to dispose of existing stock, will revert back to the Author. Author shall have the right, within 30 days of the notice of termination, to purchase cover and interior files used to produce the Work. Author shall not re-publish the Work using the Publishers name, logo, ISBN, or LOC numbers.
20. **Entire Agreement.** Author acknowledges and agrees that this Agreement supersedes and replaces all other communications between Author and Publisher, and represents the complete and entire agreement of Author and Publisher regarding the Work.
21. **No Employment or Other Relationship.** The parties acknowledge and agree that this Agreement is an arm's length transaction between independently contracting parties, and no partnership, joint venture, trust, employer-employee relationship, or other legal relationship is created between them.
22. **Multiple Authors.** Whenever the term "Author" refers to more than one person, such persons will be jointly and severally responsible for all duties, obligations, and covenants under this Agreement, and shall share equally the total benefits, royalties, and other amounts described under this Agreement, unless otherwise specified in writing signed by all parties.
23. **Force Majeure.** Publisher's obligations under this Agreement shall be extended by a period equal to any period of force majeure that prevents Publisher from performing such obligations.
24. **Binding on Successors.** This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of Author, and the successors, assigns, and licensees of Publisher.
25. **Applicable Law.** This agreement shall be interpreted, construed, and governed in all respects by the laws of the state of Colorado.
26. **Arbitration.** Any dispute, controversy, or claim arising under, out of, in connection with, or in relation to this Agreement will be subject to final and binding arbitration before a three arbitrator panel (one arbitrator selected by each party, which arbitrators select the third) conducted applying Colorado substantive law in accordance with the Rules of Procedure for Christian Conciliation (the "Rules"), to the extent the Rules are consistent with this Agreement, as established by the Institute

for Christian Conciliation (a division of Peacemaker Ministries) located in Billings, Montana. Any request for arbitration will be delivered to the other party and will contain a summary of the controversy or claim, the causes of action and theories of liability that the requesting party believes it has against the other party, and a statement of relief which the requesting party believes to be appropriate. The arbitration will be completed in no more than sixty (60) days from the date the arbitrators are selected, unless the arbitrators require an extension. Any arbitration hearings will be held in Castle Rock, Colorado. Judgement upon any award rendered in arbitration may be entered in any court having jurisdiction thereof.

25. Signature Block.

IN WITNESS THEREOF, Author and Publisher have executed this Agreement as of the Effective Date.

“AUTHOR”

George Washington

“PUBLISHER”

CrossLink Publishing

By:

Title: Managing Editor