



Date:

Required Information:

Legal Name :

Address Primary:

City, St Zip (Primary):

Phone Primary:

Phone Cell:

email Primary:

Social Security Number:

Bank Name :

Bank Routing Number/SWIFT:

Bank Checking Account Number:

This agreement, when signed by you and me, will confirm the terms and conditions of the representation of you by the Roger Williams Agency, A Division of New England Publishing Associates, Inc., "NEPA".

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 formats, and media throughout the world of:

1. **DESIGNATION** Your book proposal, provisionally entitled:

the "Work"), or any other writing project that you propose, and we agree to represent, on a project-by-project basis. 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 "Work(s)" hereunder)

2. **DEVELOPMENT** We shall use our good faith efforts to advise you and assist you



with the development of submissions materials for your Work(s), and to market and license all rights in the Work(s), 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 Work(s), 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 Work(s); that no rights in the Work(s) have been sold or otherwise disposed of prior hereto except as expressly disclosed to us by you in writing; and that the use and exploitation of the Work(s) will 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. You authorize us to include in any contracts negotiated on your behalf the "Agency Clause," in the form below.

The Author irrevocably appoints Roger Williams Agency, A Division of 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, Roger Williams Agency, A Division of 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 in all matters arising from and pertaining to this Agreement. 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, a sum equal to 15% of the gross monies accruing to the account of the Author hereunder prior to authorized deductions from charges against such monies for any reason whatsoever.
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 Work(s) 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(s) for any of the Work(s) which is executed within nine (9) months after termination of this Agreement with any publisher, any editor, or any other person or party to whom we submitted your Work(s) while the Agreement was still in effect, such contract(s) shall be deemed a contract(s) 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, an amount equal to 15% of all gross



compensation (without deduction of any kind) payable to you, pursuant to every contract covered by this Agreement. Provided, however, that you shall pay us 25% of such gross compensation from contracts made or negotiated with parties outside the U.S. and Canada, including, 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 25% 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 media (now or hereafter known) of any and all rights in and to such Work(s) that are expressly granted in any agreement originally negotiated and executed during the term of this agency agreement, including revisions and extensions of the original agreement.

6. **CO-AGENTS** Except for publishing rights in the U.S. and Canada, we shall have the right to engage others to assist us in the representation, marketing and sale of the rights in the Work(s), 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 New England Publishing Associates, Inc, as your agent, and shall be held in a separate client account. 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 are derived from foreign sources in which case the period of clearance, and therefore our remittance to you, may take as long as 30 days. Notices of payments will be sent by NEPA company statement and a corresponding royalty report if received. Checks will be sent either via automated clearinghouse (ACH), or via online bill pay (OBP) on the date of the processing of the NEPA company statement. You will receive all required tax forms on a timely basis.
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. **EXPENSES** 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 publishers, 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 \$50. If the amount to be remitted to you is insufficient for us to recover these costs, then you shall reimburse us for any such outstanding expenses promptly upon receipt of our invoice for them. Photocopying will be charged at \$0.10/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 it delivered to a coAgent/foreign agent/publisher than to post a sample from our offices. We will maintain a detailed itemization of reimbursable expenses and provide you with copies of invoices at your request.

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 Work(s) or compete with the Work(s).
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 of copyright, privacy, publicity or injury to reputation. You shall indemnify and hold us harmless from and against all losses, liabilities, damages, judgments, and reasonable costs and expenses (including reasonable attorneys' fees and expenses) arising out of any claim, suit or proceeding against us based on any allegation which if true would constitute a breach 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 Jersey applicable to contracts negotiated and fully to be performed therein. You and we agree to the sole and exclusive jurisdiction of the applicable federal or state courts located in the City of New Jersey 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 both parties. We may assign it only in connection with a sale or transfer of substantially all of our stock or assets. You may not assign the Agreement but you may assign your right to monies received pursuant to the Agreement. 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.

15. Upon reasonable notice and during normal business hours you or your representative shall have the right to inspect our books and records relating to the Work(s).

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

AGREED TO AND ACCEPTED BY:

_____ Date:

_____ Date:
Roger S. Williams, Managing Director