

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 200_ in Tucson, Arizona, by and between Lawyers & Judges Publishing Co., a corporation organized and existing under the laws of the State of Arizona (hereinafter called "Publisher"), and _____ an individual residing in _____ acting as a contributor (hereinafter called "Contributor").

WITNESSETH:

In consideration of the mutual agreements herein contained Publisher and Contributor hereby mutually agree as follows:

1. THE CHAPTER

A. Contributor agrees that she will, to the best of her skill, and literary ability, compile, edit, and complete a chapter tentatively entitled " _____ " or other such title as may be selected by Publisher. Contributor agrees that she will make the Chapter in such form and content as shall be found consistent with a thorough treatment and comprehensive exposition of the subject, and be compatible with the rest of the book. In addition Contributor shall prepare any forms and a word phrase list for use by Publisher in compiling an index. The chapter to be prepared by Contributor shall be referred to herein generally as "the Chapter."

B. The subject matter of the Chapter shall be _____ and the Chapter shall form a part of the book, " _____ " referred to herein generally as "the Work".

2. THE MANUSCRIPT

A. Contributor will submit the following items according to the schedule given below:

Outline:

First draft of chapter:

Final draft:

With the exception of the final draft, Contributor shall submit all items to Author/Editor _____ Contributor will submit the final draft to Author/Editor and Publisher in printed and electronic form. Contributor will retain an additional copy, to be made available if the original is lost or destroyed. Any original drawings, charts, tables not delivered on disk must be submitted in electronic or camera-ready format.

B. When the nature of the Work so indicates, a complete Chapter shall also include a word-phrase list for use in compiling an index, a list of cases, statutes and other legal authorities for use in compiling a table of authorities, endnotes, and a list of references or source materials.

C. If Contributor does not deliver the Chapter by the date specified or at another date to be agreed to by Publisher in writing, Publisher may terminate this agreement by notice to Contributor.

D. Publisher shall advise Contributor within a reasonable time after the delivery of the Chapter whether the Work is acceptable. If Publisher does not so advise Contributor within Ninety (90) days after receipt of the Chapter, the Chapter shall be considered accepted. If the Chapter is not accepted, all rights revert to the Contributor. Publisher reserves the right to cancel the publication of the Work at anytime and return the rights to Contributor.

E. The manuscript shall conform to the Manuscript Guidelines, which are appended to this contract as Attachment A. If the manuscript does not conform to these guidelines, Publisher reserves the right to return the manuscript to Contributor so that Contributor may conform the manuscript to the guidelines. Alternatively, Publisher may treat the nonconformance of the manuscript as a failure to submit the manuscript in a timely fashion, in accordance with subparagraph C of this paragraph.

3. COMPENSATION

As payment in full for all of Contributor's right, title and interest in the Work, Publisher agrees to give one free copy of the Work to Contributor, as provided in Paragraph 9 of this agreement.

4. WRITTEN CONSENT TO USE OTHER WORKS OBTAINED

A. Contributor warrants that the Chapter she submits for inclusion in the Work will be her original work and that she is responsible for everything included therein.

B. A complete Chapter submitted to Publisher is understood to include the permissions necessary to reproduce copyrighted material. Such permissions will be obtained by and paid for by Contributor, and documented evidence of permissions granted will be supplied with the Chapter.

5. PROOFS

Publisher shall send contributor proof sheets of the Chapter which she agrees to read, revise, correct and return promptly. Publisher will present the corrected proofs for inspection at Contributor's request.

6. COPYRIGHT: TRANSFER OF LITERARY PROPERTY

A. Contributor agrees that Publisher shall become the sole owner of all right, title and interest in the Work, its name and all the literary property therein for all purposes in every part of the world; and Contributor further covenants and agrees that she shall assign, transfer and convey and execute any and all documents manifesting such assignment, transfer and conveyance in any and all copyright rights, including the right of renewal, in the Work to Publisher and further agrees that she shall retain no ownership, interest or rights whatsoever therein of this Agreement, and that she shall not publish or offer for publication the Work, and all rights of every part thereof, including any and all copyright rights shall remain with Publisher, and that she will do nothing thereafter that will in any way interfere with the full enjoyment by Publisher of the rights acquired.

B. Contributor agrees that Publisher shall have the right, at its own expense, to copyright protection for the Work by registering the Work pursuant to the copyright laws of the United States, and any other country in the world, and such registration of copyright shall vest in Publisher forever.

7. WARRANTIES: COPYRIGHT INFRINGEMENT, LIBEL, SLANDER AND INVASION OF PRIVACY

A. Contributor warrants that, in the preparation of the Chapter,

(1) she will not violate the copyright laws of the United States and will not unlawfully infringe or interfere in any way with the literary property or copyright rights of another, or plagiarize or otherwise misappropriate another's property rights, information or ideas;

(2) the Chapter will not contain any scandalous, libelous, outrageous or obscene matter;

(3) the Chapter will not contain any matter that constitutes an invasion of another's right of privacy or publicity, or which will constitute an intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness; and

(4) the Chapter will not contain any matter which may constitute product disparagement, trade libel, dilution or infringement of title, slogan, trademark, trade name, service mark or service name.

B. Contributor agrees to indemnify and hold Publisher harmless from any loss, expense or damage, including attorneys fees and other litigation expenses, arising from Contributor's breach of any of the foregoing warranties or any other warranty contained in this Agreement, to the extent that such losses, expenses or damages are not otherwise covered by insurance. Upon request of the Publisher, she agrees to defend Publisher against any such actions, claims or suits.

C. Contributor further agrees to cooperate with and assist Publisher in the defense of any claim, litigation, mediation or arbitration arising from any alleged breach of the foregoing warranties. Publisher shall have the right to control the defense of such a claim, litigation, mediation or arbitration, including the selection of legal counsel.

8. ADDITIONAL EDITIONS AND REVISIONS

A. If Publisher decides that a revision, expansion or subsequent Work including the Chapter using the same formats and concepts, or additional chapters is warranted, Contributor shall have the right of first refusal of the contract for the preparation of the new version of her chapter on the same terms as comprise this Agreement, further providing that Contributor, within fifteen (15) days after written notice from Publisher, indicates in writing her desire to prepare the revision or new version, and thereafter, having agreed to undertake such revision or new version, completes and submits to Publisher a Chapter ready for the printer within three (3) months from the date of Publisher's notice.

B. If Contributor declines, fails, or is unable to revise or supply the revision or new version in the form and content satisfactory to Publisher, Publisher may engage some other writer or writers to do so and this Agreement will terminate as it pertains to the chapter or chapters not delivered under the terms of this paragraph 8.

9. FREE COPIES

Publisher will give to Contributor, without charge, one (1) copy of the Work for her own use, and any further number of copies beyond this copy that Contributor may desire shall be furnished by Publisher at fifty percent (50%) discount from the retail price. These copies may be resold at workshops, seminars, conferences, etc., in which Contributor is a presenter, if Publisher is not exhibiting. If Publisher is exhibiting, Publisher reserves the right to sell to the attendees.

10. SUBSIDIARY RIGHTS

The rights assigned, conveyed and transferred by Contributor to Publisher in the Work under paragraph 6 include: publication online, in e-books, CD-ROMs and any other electronic form; publication or sale by book clubs; publication of a reprint edition by another publisher; condensations; serializations in magazines or newspapers (whether in one or more installments) after publication; publication in foreign languages; publication in anthologies, compilations and digests; filmstrips; microfilms; microcards; recordings; Braille; and recitation for phonographs or tape for programming in any electronic devices, computerized data banks, or in any other medium known now or hereafter devised, and Publisher shall be free to license or assign any and all of these enumerated rights.

11. EDITORIAL ASSISTANTS

It is specifically understood and agreed by and between the parties to this agreement that Contributor is for all purposes an independent contractor. Contributor shall have the privilege of engaging, at her own cost and expense, such editorial assistants as she may desire if they perform under the provisions of Paragraph 9. It is specifically understood that such assistants shall be employed by Contributor for her own account, and in no event shall any such assistant or assistants be deemed to have been employed by Publisher, or engaged by Contributor for the account of or on behalf of Publisher. In no event shall Publisher be required to print or to have appear on the title page the name of any assistant or any other person, except that of Contributor.

12. CONFLICTING INTERESTS OF CONTRIBUTOR

Contributor warrants that she is not aiding in the preparation of any rival publications on the same subject matter as the Work and that she is not under obligation to any other publisher or person that will prevent her performance of this agreement, or interfere with or adversely affect the sale of the Work. She further agrees that she will not, without the written consent of Publisher, prepare, edit or allow her name to be used in connection with any rival works on the same subject, that are intended for the same market and that can reasonably be expected to adversely affect the sale of the Work.

This does not preclude Contributor from giving speeches, making seminar presentations, or writing articles on this subject for publication in trade journals and other periodicals on the subject matter of the Work, provided that such publications and activities do not interfere with or adversely affect the sale of the Work. However, those articles may not reprint material from this Chapter without Publisher's permission. Publisher reserves the right to assess a license fee for the reprinting of such material.

13. COPYRIGHT INFRINGEMENT BY OTHERS

If the copyright of the Chapter is infringed upon by others during the term of this Agreement, then, upon notice to that effect by either party, Publisher shall confer with Contributor in regard to the infringement and, if a mutually satisfactory arrangement for joint action is not arrived at within seven (7) days thereafter, either party shall have the right to bring an action or proceeding to enjoin the infringement and for damages. If Publisher and Contributor proceed jointly, the expenses and recoveries, if any, shall be shared equally. If the parties do not agree to proceed jointly, the party who brings an action or proceeding shall bear all the expenses and retain any recovery. If Publisher proceeds alone, Contributor shall take all steps necessary, including the execution of such documents as may be required, to enable Publisher to proceed and if Contributor proceeds alone, Publisher agrees to be named a party to such action.

14. POWER OF ATTORNEY

Contributor hereby irrevocably appoints Publisher her attorney, in Contributor's name or otherwise, but for the benefit of Publisher, and at Publisher's expense, to execute any documents which may be necessary or proper to acquire or renew any copyright obtained pursuant hereto, and to enforce and protect all rights in the Work and in any subsequent additions or supplements thereto, under the common law and under all copyrights and renewals of copyrights.

15. ARBITRATION

Any controversy arising between the parties hereto or any person claiming under any one of them relating to this Agreement or the performance or breach thereof shall be settled by arbitration in Tucson, Arizona in accordance with the rules of the American Arbitration Association then in effect, and judgment or decree may be entered upon the award by any court having jurisdiction. All expenses of the prevailing party in such arbitration, including reasonable attorney's fees, shall be reimbursed by the other party, and the amount thereof shall be included in the arbitration award.

16. TERMINATION

Agreement shall be considered terminated only by written notice thereof from Publisher to Contributor, and only upon the terms otherwise contained herein.

17. NOTICES

Any notices required or permitted to be given under the terms of this Agreement shall be deemed to have been sufficiently given for all purposes hereof if mailed, by registered or certified mail, return receipt requested, postage prepaid, addressed to the recipients at their addresses given herein below or to such other address as shall hereafter be furnished to the other party by written notice:

PUBLISHER: Lawyers and Judges Publishing Co., P.O. Box 30040, Tucson, AZ 85751-0040

CONTRIBUTOR:

(Address)

(City)

(State)

(Zip)

(Telephone)

(E-mail)

Any notice required by this agreement shall be deemed made when postmarked.

18. WAIVERS

The waiver of a breach of, or of a default under, any of the terms of this Agreement shall not be construed a waiver of any subsequent breach or default. No waiver or modification of this Agreement shall be valid unless in writing and signed by both parties.

19. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby and supersedes all prior agreements and understandings between the parties, and no other agreement, statement or promise made by either party hereto which is not contained herein shall be binding or valid.

20. PLACE OF CONTRACT

It is agreed by and between the parties hereto that this agreement shall be considered as entered into and executed in the State of Arizona and shall be governed by the laws of Arizona.

THIS AGREEMENT is executed as of the day and year first above written.

(Publisher)
Lawyers & Judges Publishing Company

(Contributor's Name)

(Contributor's Signature)