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## AGREEMENT FOR PUBLICATION

This agreement for publication made this 6th day of January, 2005 between Pacific Press Publishing Association, Inc. (the "Publisher")

Kay Kuzma (the "Author") and Three Angels Broadcasting Network, Inc. ("3ABN") for the publication of a certain literary work (the "Work") presently titled Mending Broken People under the following terms and conditions:

## SECTION A. THE AUTHOR

- (1) Author guarantees and represents that he or she is the sole author and proprietor of the Work, except where differently stated and indicated by proper credit In the Work itself, or except where Author has obtained permission to present the Work as Author's work.
- (2) Author and 3ABN guarantee and represent that the Work contains no matter that is libelous or otherwise unlawful, and Author and 3ABN promise, jointly and severally, to hold harmless and to indemnify Publisher against any costs or damages sustained by Publisher because of any libelous or unlawful matter in the Work or because it infringes any copyright, including, but not limited to, costs to defend against any such claims including attorney's fecs.
- (3) Author and/or 3ABN, at her/its expense and at Publisher's request, agrees to furnish Publisher with written permissions from any owners whose materials are used in the Work. Purthermore, Author and 3ABN will jointly and severally indemnify and hold Publisher harmless from any liability associated with the ownership of any material published in the Work including, but not limited to, costs to defend against any such claims including attorncy's fees.
- (4) Author agrees to furnish Publisher necessary documentation and to prepare such revisions of the manuscript as from time to time may be found necessary and desirable by Publisher and to assist m the circulation of the Work.
- (5) Author and 3ABN grant Publisher the right to make editorial changes and adjustments necessary to improve the Work, with the understanding that any major changes will be made in consultation with Author/3ABN. Should Publisher and Author/3ABN be unable to agree to a change or adjustment after acceptance of the Work, Publisher and Author/3ABN agree to allow the point or points in question to be submitted to mutually agreed upon, recognized authorities. If no mutually satisfying solution can be worked out, this publishing agreement may be terminated by the Publisher. In such an event, Author/3ABN will return to Publisher any advance royalty payment paid to Author/3ABN by Publisher.
- (6) Author and 3ABN agree not to furnish any other publisher during the term of this Agreement any work of competing character on the same subject.
- (7) Author and 3ABN hereby transfer to Publisher the exclusive and universal rights for the English language to do and authorize any of the following: (a) reproduce and publish said Work in the United States of America and elsewhere throughout the world, (b) distribute copies of said Work to the public by sale or other

- transfer of ownership, or by rental, lease, or lending; (c) display such Work publicly. Further, Author and 3ABN hereby transfer to Publisher a non-exclusive right for the English language to reproduce and publish said Work or portions thereof electronically in databases, storage and retrieval systems, Internet web sites, CD-Rom, e-book, or other electronic formats.
- (8) Author/3ABN hereby transfer to Publisher ownership of the material object (the manuscript) in which the Work is embodied
- (9) Publisher agrees to sell copies of the Work to Author and 3ABN at Publisher's listed retail price less a discount of sixty percent (60%) 3ABN and Author shall have the right to market such purchased books at sales events other than conferencesponsored camp meetings. Such sales rights shall also extend to sales on 3ABN radio and television broadcasts, newsletters, catalogues and other marketing resources of Author and 3ABN Such purchases shall be paid for by Author or 3ABN, whichever party places the order, within sixty (60) days after the date of Publisher's invoice. In order to avoid conflicts in overlapping markets, the parties agree to cooperate and communicate with each other regarding pricing for the Work for all markets.

## SECTION B. THE PUBLISHER

- (10) Publisher agrees to bear all the expenses of typesetting, illustrating, printing, binding, and other items incident to the manufacture of the Work and to assume all responsibility for its publication.
- (11) Publisher will provide Author and 3ABN with a copy of the edited and copy-edited manuscript on which Author/JABN may review editorial changes.
- (12) Publisher agrees to imprint a proper United States copyright notice on each copy of the published Work and shall register said copyright in the United States. The copyright will be owned and registered in the name of 3ABN.
- (13) Publisher may consult with the Author and 3 ABN to the extent it deems necessary, but Publisher, in cooperation with Author/3ABN, shall have the sole right to determine the htle, cover design, illustrations, style of binding or bindings, and selling price of the Work. Publisher agrees to include 3ABN's identifying logo on both on the cover and title page of the Work to identify 3ABN's involvement in the publication of the Work.
- (14) Publisher may, at its discretion, discontinue the publication of the Work, but in such event Publisher will notify Author and 3ABN promptly. Following such nonfication, Publisher shall, upon written request from Author/3 ABN, transfer to Author/3ABN all ownership rights in the Work.

- (15) Publisher will remunerate Author and 3ABN by paying royalties on copies of the Work sold at Publisher's invoice net selling price. The Work will be published as a standard trade book in a perfect binding. The total royalty rate for the Work shall be sixteen (16%) percent of the wholesale selling price for all copies sold. This royalty rate shall be divided as follows: seven percent (7%) of the wholesale selling price to be paid to Author (aka Family Matters Ministry), three percent (3%) of the wholesale selling price to be paid to DLS Publishing for contributions to the development of the Work, and six percent (6%) of the wholesale selling price to be paid to 3ABN.
- (16) As immediate consideration for this agreement, Publisher will pay to Author (Family Matters Ministry) the sum of \$700.00 and to DLS Publishing the sum of \$300.00 as an advance upon royaltics. This advance royalty will be deducted from earned royalties when settlement is made, according to the terms stated in paragraph 17 below. No advance on royalties shall be payable to 3ABN.
- (17) Within eight weeks after December 31 of each calendar year, Publisher shall render to Author and 3ABN an account of sales of the Work during the year immediately preceding. At such time, Publisher will pay the amount due Author, DLS Publishing, and 3ABN, after having deducted any advances and any other items to be paid by Author, DLS Publishing, or 3ABN from their respective payments
- (18) Publisher may grant publishing rights to other publishers, but in such an event Publisher by written agreement shall require

- the other publisher to enter into a written contract with Author and 3ABN to pay royalty rates in accordance with General Conference policy or such other rates as may be mutually agreed upon by Author/3ABN and the other publisher. If no other rates are agreed to by the Author or 3ABN, then the default royalty rate shall be as called for in this Agreement.
- (19) Publisher shall not pay Author, DLS Publishing, and 3ABN any royalty on copies of the Work used for advertising purposes, complimentary copies, or damaged copies.
- (20) Publisher shall present to Author and DLS Publishing at no charge ten (10) copies each of the Work upon its publication. Publisher shall present to 3ABN at no charge twenty-five (25) copies of the Work upon its publication.

## SECTION C. GENERAL

- (21) This written instrument contains the entire publishing agreement between Author, 3ABN and Publisher and may be enlarged, modified, or altered only by written agreement signed by the Author/3ABN and an authorized representative of the Publisher.
- (22) Publisher shall communicate with Author and 3ABN using the most recent address on file. It is the responsibility of Author to keep Publisher informed of his or her current mailing address.
- (23) This Agreement is governed by the laws of the State of Idaho with Idaho being the jurisdiction of choice for the resolution of any disputes.

In witness whereof, the parties hereunto have set their hands the day and year first above written.

THREE ANGELS BROADCASTING NETWORK, INC

PRESIDENT

PACIFIC PRESS PUBLISHING ASSOCIATION, INC.

PRESIDENT

**AUTHOR** 

VICE PRESIDENT EDITORIAL