



**PUBLISH OR PERISH AGENCY, INC.**  
**PADDOCK 17**  
**LAWRENCE, NJ 08648-1568**  
**609.843.0168**  
**roger.williams@POPAgency.net**

### **AGENCY AGREEMENT**

AGREEMENT made (date) \_\_\_\_\_ between:

- Name
- Address
- Address2
- City, ST, Zip(+4)
- PhoneOffice
- PhoneHome
- PhoneMobile
- eMailOffice
- eMailHome
- SSN/SIN/EIN
- (Optional) Bank Name
- (Optional) EFT Bank Routing Number
- (Optional) EFT Bank Account Number

and, the Publish or Perish Agency, Inc., a New Jersey Corporation.

This letter, when signed by you and me, will confirm the terms and conditions of the representation of you of the Publish or Perish Agency, Inc. You and we hereby agree as follows:

1. **DESIGNATION** 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:
  - a. Your book proposal(s), tentatively entitled \_\_\_\_\_ the "Work" or "Works"), and,
  - b. 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).
  - c. You understand that said DESIGNATION will be included in any agreement as outlined in the AGENCY CLAUSE below.

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2. **SERVICE** 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, merchandizing rights, and out-of-print book rights . to obtain contractual offers for volume rights on the most favorable terms available and shall promptly submit any offers received to the Authors for approval. POPAinc has the option, at it's sole discession, of assigning the Work, or the preparation of the Work to editors, coAgents or subAgents with whom POPAinc has agreements, however, any commissions paid to editors, coAgents or subAgents will be the responsibility of POPAinc and will not be added to COMMISSIONS due POPAinc.
  
3. **REPRESENTATION** You hereby authorize POPAInc to act on your behalf in all matters arising out of this Agreement. However, no contract shall be binding on you without the your written consent and no obligation of the yours is contained in any contract shall be binding upon or the responsibility of POPAInc except as explicitly provided for in writing. POPAInc shall be the irrevocable agent for all rights to the Works for which it obtains one or more contracts for volume rights and shall be named as such in each contract. The provisions of this Agreement, including the commissions provided for herein, shall apply to any work submitted on the Authors' behalf by POPAInc prior to termination as specified in RENEWAL OPTION and to any work submitted under the RENEWAL OPTION negotiated by POPAInc.
  
4. **AGENCY CLAUSE** The Author irrevocably and in perpetuity appoints Publish or Perish Agency, 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, Publish or Perish Agency, Inc., 17 Paddock Dr., Lawrence, NJ 08648-1568, 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 subAgents) 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 set forth in the AGENCY AGREEMENT, as an agency coupled with an interest, 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. The Agency EIN is 27-3079883.
  
5. **AGENCY** All monies received from the sale of such rights shall be paid directly to POPAInc, which shall deduct a commission as specified in

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COMPENSATION and EXPENSES clauses, and remit the balance to the Authors within no more than ten (10) days of receipt, unless in the case of foreign transactions which will be paid no more than ten (10) days of the date that the foreign monies are deposited in the POPAInc bank account.

6. **RENEWAL OPTION** This Agreement shall automatically be extended in perpetuity at six (6) month intervals unless you deliver written notification of termination with proof of delivery, ten (10) days prior to the expiration date. 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.
7. **AUTHOR RESPONSIBILITIES** You will be responsible for editorial review, revisions, and the timely delivery thereof, to meet the requirements of any publisher agreement.
8. **COMMISSIONS** 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 25% 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 25% fee shall be inclusive of any fees charged by coAgents or subAgents. With respect to any Work or Works, 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.
9. **EXPENSES** No readers' fees or other charges shall be made on domestic sales with the exception of charges we may deduct from the amount to be remitted to you hereunder disbursements, such as, on the rare occasion of overnight mail/express service, photocopying, book purchases for editor, coAgent, or subAgents, or other incidental expenses that can be clearly identified as related to the sale of rights of the Work. Photocopying will be charged at \$0.08/page. Book purchases for editor, coAgents, or subAgents 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 an editor, coAgent, or subAgent than to post a sample from our offices. We shall require the approval of your 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.

10. **TERMINATION** 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. **BINDING ON SUCCESSORS** This Agreement shall be binding upon and shall inure to the benefit of the parties and the heirs, executors, administrators and permitted successors and assigns of the Authors and upon the lawful successors and assigns of POPAInc.
12. **INDEMNIFICATION** 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 shall be construed in accordance with the laws of the State of New York regardless of its place of execution or performance and it constitutes the complete understanding of the parties. No modification, amendment or waiver of any provision of this Agreement shall be valid or binding unless executed in writing and signed by each of the parties whose signatures are affixed hereto.

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## 14. SIGNATURES

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Name	Date
Address	
Address2	
City, ST, Zip(+4)	
PhoneOffice	
PhoneHome	
PhoneMobile	
eMailOffice	
eMailHome	
SSN/SIN/EIN	
(Optional) EFT Bank Routing Number	
(Optional) EFT Bank Account Number	

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Roger S. Williams, for Publish or Perish Agency, Inc.	Date
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