



Waterside Productions, Inc.
Literary Agents

AUTHOR-AGENT AGREEMENT

I appoint you my exclusive agent and you accept such appointment to handle the marketing throughout the world of all literary rights, including but not limited to, publishing, software, electronic, motion picture, stage, radio, and television rights and generally to advise me professionally, it being understood that:

- (1) You are to remit to me promptly (within 5 business days) monies due as collected.
- (2) You may use sub-agents at your discretion.
- (3) You will receive for me all monies due from my literary rights marketed in the United States, its possessions, and Canada; as your agency commission, you are to retain fifteen percent (15%) of monies so collected except in the case of a distribution contract on which the agency commission retained is ten percent (10%) of monies collected, and in the case of a film rights contract on which the agency commission retained is twenty percent (20%) of monies collected.
- (4) You are to market my literary rights in England and the British Commonwealth of Nations and all foreign language markets direct and/or through co-agencies on which the total agency commission is twenty five percent (25%)
- (5) You may through Small Planet and other online vendors create opportunities for online assignments for which the commission rate will be thirty percent (30%). All such assignments will allow the author to set his/her own rate and are taken on only at the author's sole discretion. This clause is not related to online course postings and assignments on which Waterside commission remains at fifteen percent.
- (6) Whenever foreign taxes are deducted at the source of monies due me, your commission will be based on the balance after said tax deduction.
- (7) In the event monies due me as herein described are paid to me or my assigned direct, the commission due you of such gross amounts will be remitted promptly to you by me or otherwise will be deductible by other monies in my account with you. Waterside does not have an obligation to make payments when royalties decline to \$50.00 or less in any royalty period.
- (8) Mail addressed to me in your care may be opened and dealt with by you unless it is marked "personal" or is otherwise of an apparently personal nature, in which event you agree to forward such mail to me promptly.
- (9) The term of this Agreement shall commence on the date hereof and shall continue in effect until terminated by either of us upon at least sixty (60) days prior written notice via registered mail to the last known address of the other.
- (10) This Agreement shall be construed and interpreted pursuant to the laws of the State of California.
- (11) This Agreement constitutes the entire agreement between us and may not be changed except by written instrument executed by both parties.

ACCEPTED AND AGREED TO:

Waterside Productions, Inc.

Date

Signature: _____
 Name: _____
 Address: _____

 Home Phone: _____
 Bus. Phone: _____
 Soc. Sec. #: _____
 Fed. Tax I.D.: _____
 E-Mail: _____