



Waterside Productions, Inc.  
Literary Agents

AUTHOR-AGENT AGREEMENT

I, **the author**, appoint Waterside Productions, **the agency**, my exclusive agent and **the agency** accepts 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 **the author** professionally, it being understood that:

- (1) **The agency** is to remit to **the author** promptly (within 5 business days) monies due as collected.
- (2) **The agency** may use sub-agents at its discretion.
- (3) **The agency** will receive for **the author** all monies due from **the author's** literary and/or software rights marketed in the United States, its possessions, and Canada; as **the author's** agency commission, **the agency** is 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) **The agency** is to market **the author's** 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) Whenever foreign taxes are deducted at the source of monies due **the author**, **the agency's** commission will be based on the balance after said tax deduction.
- (6) In the event monies due **the author** as herein described are paid to **the author** or **the author's** assigned direct, the commission due **the agency** of such gross amounts will be remitted promptly to **the agency** by **the author** or otherwise will be deductible by other monies in **the author's** account with **the agency**. **The agency** is to reimburse **itself** from such monies for advances from **the agency** to **the author** and for expenses incurred on **the author's** behalf, postage and handling, messengers, Xerox and other photocopies of proposals or manuscripts, books or book galleys such fees being chargeable only when **the author** has agreed to them. In no case will more than \$200 be spent without prior written authorization. Waterside does not have an obligation to make payments when royalties decline to \$100.00 or less in any royalty period. These royalties will be included in the subsequent royalty payment.
- (7) Mail addressed to **the author** in your care may be opened and dealt with by **the agency** unless it is marked "personal" or is otherwise of an apparently personal nature, in which event you agree to forward such mail to **the author** promptly.
- (8) 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.
- (9) This Agreement shall be construed and interpreted pursuant to the laws of the State of California.
- (10) 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: \_\_\_\_\_

Waterside Productions, Inc.  
2055 Oxford Avenue  
Cardiff-by-the-Sea, CA 92007