

HUTTON ELECTRONIC PUBLISHING CONTRACT WITH AUTHOR

This Agreement is between _____ ('Author' and/or 'you') having his or her address at _____ and Hutton Electronic Publishing ('HEP') a division of the Hutton and Hutton Agency, 160 N. Compo Road, Westport, CT, 06880, with respect to _____ (the 'Work').

AUTHOR'S WARRANTIES

Author represents and warrants as follows: that he or she is the sole author of The Work, owner of the copyright to all of its contents and has not engaged in plagiarism with respect to the Work, that the Work is accurate in all respects, i.e. that, if fiction, it represents no real event or person in a way that could be deemed libelous and, if nonfiction, it does not misstate any material fact, the result of which would libel any person or result in a person being placed in a false or damaging light; that the Work does not infringe upon any statutory or common law right of copyright or privacy of any third party; that he or she is owner of any trademarks and/or trade names associated with the Work; that the Work does not constitute obscenity or hate literature and that the author has the right to enter into this Agreement.

AUTHOR'S RIGHTS TO WORK

HEP acquires no right of ownership to the Work hereunder. HEP is a provider of limited services only, such as printing, sales and Internet access. It assumes no responsibility for reviewing or correcting the content of the Work.

INDEMNITIES

Author indemnifies HEP and its employees, shareholders, directors, representatives, successors and assigns of and from all any matter of claims, liabilities, damages, expenses, including reasonable attorneys' fees, awards and judgments resulting from claims of: (i) third parties regarding ownership, libel, slander, plagiarism, privacy, misappropriation and similar claims arising from publication of the Work; (ii) author's breach of any warranty hereunder. HEP agrees to notify Author promptly of any claim for indemnity hereunder. HEP may be represented by counsel. Author may be represented by other counsel at his or her expense. Agreement by HEP between HEP and a third party with respect to a claim covered by Author's indemnity herein shall be subject to Author's approval, which shall not be unreasonably withheld.

AUTHOR'S ROYALTIES/MARKUP

HEP has initial one time set up charges depending upon the options you select as detailed on our website, or, if you elect, we will quote you a per book cost figure. In addition there are handling and shipping charges per book. There is an annual catalogue charge, fees for any revision and a charge for a proof copy, all per our website. The difference between the cost figure per incremental book ordered, hard or soft cover delivery, and the selling price of each book, is your mark-up, determined by you, solely for your account, subject to our per volume charge and any other unpaid charges. Net cost of the hard or paperback versions of your book is based on the post-production page count. Costs are

subject to change as market conditions warrant as determined by HEP. HEP reserves the right to introduce additional versions and editions of the Work.

TERM AND EXCLUSIVITY

This agreement is nonexclusive. The Author can enter into other publishing agreements. HEP retains all digital property and ownership related to all completed production data and files. Either party has the option to terminate the agreement at any time with notice, with or without cause. The author retains the copyright for the Work.

NOTICES

All notices to either party must be sent in writing to each address indicated above.

COMPLETE AGREEMENT

This contract contains the entire agreement between the parties except to the extent indicated in 'AUTHOR'S ROYALTIES/MARKUP' and shall supersede any and all other prior agreements. This agreement may not be amended, except as indicated in 'AUTHOR'S ROYALTIES/MARKUP', except in writing signed by the party charged with the burden of the amendment.

LAW AND VENUE

The laws of the State of Connecticut shall govern this agreement. Disputes hereunder shall be submitted to the American Arbitration Association for disposition in accordance with its rules provided that no arbitration award may include punitive damages. Either party shall have the right to seek equitable relief with respect to intellectual property under this agreement in the federal or state courts of Connecticut. Judgment may be entered in any court of competent jurisdiction with respect to any arbitration award or court determination.

The agreement of Hutton Electronic Publishing hereto is indicated by our acceptance of your work for publication.

Date_____

Signature of Author_____