

CARTON 2140

WILD TREES PRESS

PARTNERSHIP AGREEMENT,  
BUSINESS DOCUMENTATION

1984-1986

2017/193  
c

**B** ay  
**A** rea  
**L** awyers  
**A** rts for the

No. 12-213

LAWYERS' REFERRAL SERVICE  
REFERRAL FORM

Date	9/19/86	Letter	Phone	Drop In
			X	
Interviewer: AR				

CLIENT

ROBERT ALLEN  
WILD TREES PRESS  
P.O. BOX 378  
Navarro, CA 95463

ART DISCIPLINE	
<input type="checkbox"/> Visual	<input checked="" type="checkbox"/> Literary
<input type="checkbox"/> Performing	<input type="checkbox"/> Media
<input type="checkbox"/> Other _____	

CLIENT INCOME \$ 35,000 ~~XXXX~~ / Year  
gross

(707) 895-3681 (answering machine)  
(415) 566-2346

FACTS

Mr. Allen needs an attorney to review a non-fiction manuscript, an autobiography. He would also like a review of the contract with the writer.

LEGAL PROBLEM		
<input type="checkbox"/> Bankruptcy	<input type="checkbox"/> Estates	<input type="checkbox"/> Labor
<input type="checkbox"/> Business	<input type="checkbox"/> Family	<input type="checkbox"/> Nonprofit Org.
<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> First Amendmt	<input type="checkbox"/> Patent/Trademark
<input type="checkbox"/> Copyright	<input type="checkbox"/> Housing	<input type="checkbox"/> Privacy
<input type="checkbox"/> Crime	<input type="checkbox"/> Immigration	<input type="checkbox"/> Tax Exemption
<input checked="" type="checkbox"/> Defamation	<input type="checkbox"/> Insurance	<input type="checkbox"/> Taxation
<input type="checkbox"/> Discrimination	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other review		

ATTORNEY

LAWRENCE, SISKIND, ESQ.  
COOPER, WHITE & COOPER  
101 California Street, 16th Floor  
San Francisco, CA 94111

FEES PAID	
To BALA	<input type="checkbox"/> Referral fee waived
<input checked="" type="checkbox"/> \$30 Referral	
(Please make check payable to "BALA") paid MC 9/19	
To ATTORNEY	<input type="checkbox"/> Non-contingent fee
<input type="checkbox"/> No fee	<input type="checkbox"/> Other
<input type="checkbox"/> Contingent fee	

433-1900

DISPOSITION BY ATTORNEY

(Please check appropriate boxes)

- Client cancelled
- Client failed to show, without notification
- Consultation only, no further services. Estimated value of services \$ \_\_\_\_\_
- Referred back to BALA
- 
- Arrangements were made for additional services. I shall forward 15% of all fees received over \$100.

Fee arrangements for additional services are urged to be in writing. Please sign one copy and return it with the referral fee (if any).

Signature \_\_\_\_\_ Date \_\_\_\_\_

BAY AREA LAWYERS FOR THE ARTS

BALA Case # 12-213

1. How did you hear about Bay Area Lawyers for the Arts?(BALA)  
Radio \_\_\_\_\_ Friend/Word of Mouth \_\_\_\_\_ Publication \_\_\_\_\_ (please specify) \_\_\_\_\_  
Other (please specify) \_\_\_\_\_ Yellow Pages \_\_\_\_\_
2. What was your reason for using BALA's lawyer referral service?
3. Have you ever contacted BALA before concerning an arts-related legal problem?  
(For example, copyright, contract, non-profit incorporation)  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please specify \_\_\_\_\_
4. Were you satisfied with the way your referral was handled by the office staff?  
Very satisfied \_\_\_\_\_ Satisfied \_\_\_\_\_ Unsatisfied \_\_\_\_\_ Very unsatisfied \_\_\_\_\_
5. Were you satisfied with the legal services provided by your referral attorney?  
(Please explain below)
6. If in the future you needed arts-related legal advice, would you return to  
BALA for that assistance?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If you answered yes, would you prefer to be referred to the same attorney?  
Yes \_\_\_\_\_ No \_\_\_\_\_
7. In addition to the \$30.00 referral fee, were additional fees charged to you  
by your referral attorney?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Amount of fees charged \_\_\_\_\_
8. What suggestions do you have for improving BALA's lawyer referral service?  
(Feel free to use this space for any additional comments, complaints or  
questions that you might have concerning any of BALA's services.)

--OVER, PLEASE--

12 41 36

- 9. Have you ever purchased a BALA publication?  
 Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, which publication? \_\_\_\_\_
- 10. Have you ever attended a BALA educational event?  
 Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, which event? \_\_\_\_\_
- 11. (Optional) Age: \_\_\_\_\_ Sex: \_\_\_\_\_ Race: \_\_\_\_\_ Asian/American \_\_\_\_\_ Black  
 \_\_\_\_\_ White \_\_\_\_\_ Other  
 (please specify)

Are you interested in becoming a member of BALA and receiving discounts on BALA publications, conferences, workshops and lectures? BALA members are automatically on our mailing list. If you would like to join BALA, remember that if you are a professional artist, your membership fee is tax-deductible as a professional expense, because BALA's services are directly related to artists' career development. A BALA membership brochure is enclosed for your convenience.

To assure that this study will accurately reflect the opinions of BALA clients, we request that you complete and return this questionnaire as soon as possible to:  
 BALA  
 Fort Mason Center  
 San Francisco, CA 94123

Bay Area Lawyers for the Arts  
Fort Mason Center  
Building C, Room 255  
San Francisco, CA 94123  
(415) 775-7200

## Bay Area Lawyers for the Arts

*a non-profit organization  
providing legal services  
and information  
for the arts community  
since 1974*

## Bay Area Lawyers for the Arts

Building C, Room 255  
Fort Mason Center  
San Francisco, CA 94123  
(415) 775-7200

Library/Office Hours:  
10-5 MWThF; 10-7 Tues.  
10-1 2nd and 4th Sats.

**BALA is Artists and Lawyers**

Bay Area Lawyers for the Arts, Inc. is a non-profit tax-exempt service organization which provides lawyer referrals, dispute resolution services, educational programs, publications and a resource library to artists, performers, writers and arts organizations of all disciplines. BALA was started in 1974 by lawyers and artists to respond to the legal needs of the Northern California arts community. Our programs and services are designed to help artists understand and apply legal concepts for their benefit.

**Services**

**Lawyer Referral**

BALA refers clients to members of our attorney panel for consultation on a variety of art-related business problems including copyright and trademark protection, contract review and negotiation, business partnerships and non-profit incorporation. The charge for a half-hour consultation is generally \$30 (\$20 for BALA members), which may be reduced or waived based on the client's circumstances.

**Conflict Resolution**

Arts Arbitration and Mediation Services, established as a national model program in 1980, assists in solving disputes outside of court. In arbitration, the parties agree to abide by the decision of a neutral arbitrator appointed with their consent; in mediation, the parties agree to try to work out their differences with the help of a neutral mediator. Costs depend on the amount in controversy.

**Programs**

**Classes**

BALA presents workshops, seminars and conferences for artists of all disciplines, attorneys and others interested in art law. Copyright clinics are held on the second and fourth Saturdays of the month at our offices at Fort Mason Center; tax seminars are held in February. Organizations and schools can request a BALA expert on subjects ranging from libel to sales tax through the BALA Speakers' Bureau.

**Books**

BALABooks publishes a series of low-cost art law guides designed for practical reading. Current titles include *The Art of Deduction*, on state and federal income tax for artists, *Legislative Masterpieces* on California arts legislation and *Contracts for the Visual Artist*. *BALAGram*, a bi-monthly newsletter features articles about current legal issues, book reviews and a calendar of events.

**Library**

BALA's unique resource library, available at no charge for members, contains research materials, sample contracts, periodicals and books used by artists and attorneys.

**Advocacy**

BALA conducts legal research on artists' rights, pending legislation and current issues affecting artists, including housing. BALA also participates in the State-Local Task Force of the San Francisco Arts Commission and relevant work of other public agencies.

**Belong to BALA**

**Membership Benefits**

BALA members become part of a vital organization which responds to their needs on an individual basis. Members in all categories receive:  
Subscription to *BALAGram*  
Subscription to *Metier*  
30% discount on legal referrals  
20% to 66% discount on educational programs  
10% discount on BALABooks  
Free use of the art/law library

**Panel Attorneys**

Referral Panel Membership is open to members of the California Bar who qualify under BALA's Rules of Operation. Interested attorneys should request an additional packet of information. In addition to the benefits listed above, panel membership entitles attorneys to consult with more experienced attorneys on BALA's panel without charge, and to receive clinical law students placed by BALA. The panel fee is waived for attorneys accepting only *pro bono* cases.

**Groups**

Schools, libraries, art organizations and companies join BALA in order to be a part of our advocacy efforts. In addition to the benefits listed above, organizational members receive two registration fee discounts for each BALA educational program and a discount on speakers. Qualified non-profit organizations seeking an attorney to serve on their board of directors may request an attorney from our referral panel.

**Membership Application**

Please complete this form on both sides and return it with the appropriate fee to BALA. When your application is processed, you will receive a membership card in the mail.

Please complete the following information about your discipline or profession. You may check as many as you like:

**Visual Arts**

Photographer  Graphic Artist  
 Painter  Printmaker  Sculptor  
 Other \_\_\_\_\_

**Performing Arts**

Musician  Dancer  Singer  
 Theater Artist  Other \_\_\_\_\_

**Literary/Media Arts**

Writer  Publisher  Filmmaker  
 Video Artist  Other \_\_\_\_\_

**Allied Profession/Discipline**

Arts Administrator  Agent  
 Attorney  Accountant  Appraiser  
 Student/Discipline: \_\_\_\_\_  
 Other \_\_\_\_\_

Please tell us if you would like to volunteer in one of these areas:

Referral Program  Education Programs  
 Dispute Resolution  Advocacy  
 BALA Auction  Grantwriting  
 Other \_\_\_\_\_

Please indicate if you need additional information about the following:

Panel Attorney Membership Application  
 Publications  Educational Program  
 Arts Arbitration and Mediation Services  
 Other \_\_\_\_\_

continued...

**Schedule  
of  
Fees**

Your membership fee, good for one year, may be tax-deductible and can be charged on MasterCard or Visa. Please check as appropriate:

**Individuals**

- \$15 Full-time Student
- \$ 20 Working Artist
- \$ 35 General Individual
- \$ 50 Panel Attorney  
(Attach Attorney Application)
- \$100 to \$1,000 Patron

**Organizations/Businesses**

- \$ 40 Small Organization  
(Budget Less than \$50,000)
- \$ 75 Large Organization  
(Budget of \$50,000 or More)
- \$100 to \$1,000 Corporate Sponsor

An additional tax-deductible contribution of \$\_\_\_\_\_ is enclosed.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
To Charge: MC/Visa#

\_\_\_\_\_  
Exp. Date

\_\_\_\_\_  
Organization/Firm

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Area Code/Telephone

## Bay Area Lawyers for the Arts

# copyright CLINICS

- Dates: 2nd and 4th Saturdays of each month during 1986  
except November 8 and December 27
- Time: Drop-in consultations of approximately 20 minutes  
each between 10 a.m. and 12:30 p.m.
- Location: BALA Library, Building C, Room 255  
Fort Mason Center, San Francisco, CA
- Fee: \$5 for BALA members; \$15, others

ARTISTS OF ALL DISCIPLINES CAN CONSULT WITH A NOTED COPYRIGHT ATTORNEY ABOUT HOW TO COMPLETE U.S. COPYRIGHT APPLICATION FORMS, AS WELL AS RELATED QUESTIONS SUCH AS WORK-FOR-HIRE ARRANGEMENTS, JOINTLY HELD COPYRIGHTS AND RENEWING AND MODIFYING COPYRIGHTS.

## BAY AREA LAWYERS for the ARTS

Bay Area Lawyers for the Arts  
Building C  
Fort Mason Center  
San Francisco, CA 94123

For membership and further information  
contact BALA at 415-775-7200.

**BALA** nurtures the vitality of the artistic community by offering low cost legal aid and mediation services. It sponsors workshops and special programs, maintains a reference library, publishes books and responds to topics of special concern to artists such as housing and royalty issues. BALA serves visual artists, musicians, writers and performers from all disciplines.

# BALABOOKS

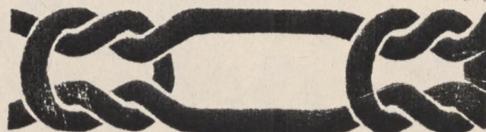
BALA BOOKS Make Great Gifts

- \_\_\_ \$ 24.95 *The Non-Profit Corporation Handbook* by Anthony Mancuso (Nolo)\*\*
- \_\_\_ \$ 10.95 *The Artists' Survival Manual* by Toby Klayman (Scribner's)\*\*
- \_\_\_ \$ 14.95 *Author Law & Strategies* by Brad Bunnin & Peter Beren (Nolo)\*\*
- \_\_\_ \$ 14.95 *Musician's Guide to Copyright* by Erickson, Hearn, Halloran (Scribner's)\*\*
- \_\_\_ \$ 5.00 *The Art of Deduction: Income Tax for Performing, Visual and Literary Artists*
- \_\_\_ \$ 2.00 *Museums: A Gunslinger's Dream* by Alfred Knoll
- \_\_\_ \$ 3.50 *Legislative Masterpieces: A Guide to California Art/Law*
- \_\_\_ \$ 3.50 *An Introduction to Contracts for Visual Artists* by Norman Stone
- \_\_\_ \$ Sub-Total

\*\* No Membership Discount on these books

## THE WORKING ARTS

- \_\_\_ \$ 3.50 Independent Publishing: Contracts & Finance
- \_\_\_ \$ 3.00 Crafts & the Law with Estate Planning Guide
- \_\_\_ \$ 3.00 Special Performance Issue with Foreign Touring Guide
- \_\_\_ \$ 3.00 Performing Arts Issue with Small Claims Court Guide
- \_\_\_ \$ 2.50 Photography & Copyright, Film Contracts
- \_\_\_ \$ 2.50 Special Film & Video Issue, Insurance Glossary
- \_\_\_ \$ 2.50 Financing an Independent Recording, Using Trademarks
- \_\_\_ \$ 15.00 The Working Arts Collection (the seven issues listed above)
- \_\_\_ \$ Sub-Total



- \_\_\_ BALA Members: Subtract 10% on books not asterisked
- \_\_\_ Special BALAgram Sampler of Four Recent Issues for \$5.00
- \_\_\_ SALES TAX: Add 6.5 percent for sales in California
- \_\_\_ SHIPPING & HANDLING: (Add \$1 for orders under \$5 plus \$1 for each additional \$15)
- \_\_\_ BALA Membership (\$15 students; \$20 artists; \$35 other persons; includes BALAgram for a year, discounts on programs and services, and free library use.)
- \_\_\_ Total Enclosed (Only pre-paid orders will be shipped. Please make your check payable to BALA and give full shipment information below. Mastercharge or Visa acceptable.)

NAME \_\_\_\_\_ STREET \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ TELE \_\_\_\_\_  
MASTERCHARGE/VISA # \_\_\_\_\_ EXP. DATE \_\_\_\_\_

Please send me additional information on: \_\_\_ Upcoming BALA workshops  
\_\_\_ BALA Membership \_\_\_ Arts Arbitration & Mediation Services  
For more information, call BALA at (415) 775-7200

Send to: **BAY AREA LAWYERS FOR THE ARTS**  
Fort Mason, San Francisco, CA 94123

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**BAY · AREA · LAWYERS · FOR · THE · ARTS**

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# **WORKSHOP CALENDAR**

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Informal evening workshops to answer your basic questions will be held on WEDNESDAY EVENINGS at Fort Mason Center, Building B, Room 300, at 7 p.m. on the following dates. Each workshop will run about one and one-half hours, cost \$10 (\$5 BALA members), and will be led by an attorney experienced in the area.

## **NOVEMBER**

### **5 PROTECTING COMPUTER ART**

An overview on what can be protected when art is generated by a computer and how to effectively protect this specialized art form. Led by a noted attorney in computer art law.

### **19 COPYRIGHT FOR THE VISUAL ARTIST**

An overview of copyright law as it pertains to the visual arts led by a noted copyright attorney who will answer questions. From what can be protected to the steps towards registering copyright with the U.S. Copyright Office, this workshop will help guide individuals on the basics.

## **DECEMBER**

### **3 STATE SALES TAX OBLIGATIONS**

Led by an experienced tax attorney who will outline particular rules and sales tax obligations when conducting business in the state of California.

### **17 RESALE ROYALTIES AND MORAL RIGHTS FOR VISUAL ARTISTS**

Residual rights for visual artists under California law will be discussed by a legal expert in light of Senator Ted Kennedy's proposal to amend the U.S. Copyright Act and extend such rights nationally.

**BALA** IS LOCATED AT FORT MASON CENTER, BUILDING C, ROOM 255, SAN FRANCISCO, 94123

OUR OFFICE HOURS ARE:

10-5pm MWF, 10-7pm Tues., and 10-1pm on second and fourth Saturdays

**BALA** members receive free use of the resource library and discounts on special events and all **BALA** educational programs, including the Saturday morning copyright clinics.

FOR MORE INFORMATION, CALL **BALA** AT (415) 775-7200

Fed Emp ID #

68-0029032

IRS  
839-1040

ISIRI #

8-931125

Bd of Equalization

Resub # SRJHE 19-701940

July 23, 1964

Dear Terry -

IN THINKING OVER HOW BEST TO PROTECT ALICE FROM POSSIBLE LIABILITY, MY CONCLUSION IS SUB "S" CORP, INSTEAD OF PARTNERSHIP, FOR ALICE VENTURE WITH ROBERT, THE FINANCIAL MEANS AND THE MAXIMUM TAX BENEFITS. THUS, THERE WOULD BE:

- a) Sub-"S" Corp and b) For Alice to be 100% Stockholder.

THE PURPOSE FOR ALICE TO BE 100% STOCKHOLDER (AT THIS DATE) IS PRIMARILY TO ELIMINATE ANY POSSIBLE TAX REPERCUSSIONS AS TO HOW FRONT-FIVE IF THIS IS RELATED TO ALLOCATION OF STOCKHOLDER INTEREST, DIVIDEND OF LOSSES, ETC. THAT MIGHT BE LOOKED UPON BY IRS. THIS WAY ALICE IS SOLE STOCKHOLDER, WITH ROBERT AN EMPLOYEE RECEIVING A SALARY. FROM WHAT YOU TOLD ME, IT WOULD BE MORE ADVANTAGEOUS IF ALICE COULD GET MAXIMUM TAX BENEFIT FROM HER ESTIMATED INCOME FROM THIS VENTURE. SHOULD THE BUSINESS PROVE PROFITABLE AT A LATER DATE, THEN AT THAT TIME ROBERT COULD BE BROUGHT IN AS A STOCKHOLDER, WITH A SIMULTANEOUS ELECTION NOT TO HAVE A SUB "S" CORP BUT A REGULAR CORPORATION, IF NEEDED.

TO HAVE A SUB "S" CORP AN ELECTION MUST BE MADE WITHIN A PRESCRIBED PERIOD OF TIME (EITHER 30 DAYS, OR 60 DAYS I THINK TO LOCK THIS UP) FROM THE DATE OF INCORPORATION. THIS IS A SIMPLE PROCEDURE WHICH I CAN DO. I WILL NEED TO KNOW WHAT HAS IS NOTIFICATION OF INCORPORATION, WITH A COPY OF ARTICLES OF INCORPORATION. I CAN THEN <sup>prepare</sup> THE NECESSARY ELECTION FORM, FOR ALICE'S SIGNATURE AND FILING WITH IRS.

PREFER I FORGET IT WOULD ALSO BE AVAILABLE (ANOTHER TAX ADVANTAGE IF NEEDED) TO HAVE THE STOCKHOLDERS HAVE IN AN AGREEMENT POINT:

- a) TO HAVE A SUBCHAPTER S ELECTION FOR THE YEAR 1960, AND
- b) A PLAN TO ~~have~~ <sup>credit</sup> SURRENDER 1244 OF FUTURE REVENUE COME ON DISSOLUTION (THIS WOULD PROVIDE AN ORDINARY LOSS DEDUCTION, INSTEAD OF CAPITAL LOSS.)

THE LEGAL COST FOR INCORPORATION SHOULD NOT BE TOO HEAVY, DON'T LET THE ATTORNEY

TALK YOU INTO ANYTHING EXTRAORDINARY. JUST A SIMPLE INCORPORATION WITH THE 2  
ADVISORS: SUB-CHAIRMAN "S" AM SECONDARY AVAILABLE. IF THE ATTORNEY HAS TO  
COMMUNICATE WITH ME, HAVE HIM DO SO.

I HAVEN'T HAD A CHANCE TO SPEAK WITH HENRY PRINCE - FEEL YOU GOT TO  
SEE HIM, AND THAT YOUR MEETING WITH HIM WAS MEANINGFUL.

Sincerely,

Prof. A. M. S.

CC - TO ALICE WALKER.

Department of the Treasury  
Internal Revenue Service

89234475

WILD TREES PRESS  
ALLEN ROBERT L GEN PTR  
700 SMITH HILLS RD  
PO BOX 378  
NAVARRO

CA 95463

Date of This Notice

If you inquire about  
your account, please  
refer to this  
number or attach a  
copy of this notice

07-27-84

Employer Identification Number

68-0029032

**NOTICE OF NEW EMPLOYER IDENTIFICATION NUMBER ASSIGNED**

Thank you for your Form SS-4, Application for Employer Identification Number. The number assigned to you is shown above. This number will be used to identify your business account and related tax returns and documents, even if you do not have employees.

Please keep a copy of this number in your permanent records. Use this number and your name, exactly as shown above, on all Federal tax forms that require this information, and refer to the number on all tax payments and tax-related correspondence or documents.

If your business is a partnership which must obtain prior approval for its tax year, the tax year you entered in Block 3 of your Form SS-4 does not establish a tax year. For guidance in determining if you must request prior approval and the method of doing so, see IRS Publication 538, Accounting Periods and Methods, available at most IRS offices.

Please note that the assignment of this number does not grant tax-exempt status to nonprofit organizations. For details on how to apply for this exemption, see IRS Publication 557, Tax-Exempt Status for Your Organization, available at most IRS offices.

Thank you for your cooperation.

575 B 1065

Department of the Treasury  
Internal Revenue Service

89234475

WILD TREES PRESS  
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Thank you for your cooperation.

575 B 1065

AV Advertiser

**FICTITIOUS BUSINESS NAME STATEMENT**

File No. 84-0363

The following persons are doing business as:

**WILD TREES PRESS**

700 Smith Hills Road, P.O. Box 378, Navarro, CA 95463. ROBERT L. ALLEN, 700 Smith Hills Road, Navarro, CA 95463 and ALICE WALKER, 700 Smith Hills Road, Navarro, CA 95463.

This business is conducted by a general partnership.

/s/ Robert L. Allen

This statement was filed with the County Clerk of Mendocino County on July 9, 1984.

I hereby certify that this copy is a correct copy of the original statement on file in my office.

/s/ Marsha A. Young

Published four (4) times - 7/18, 25, 8/1, 8, 84

**FICTITIOUS BUSINESS NAME STATEMENT**

File No. 84-0357

The following person is doing business as:

FLOODGATE SAW SHOP, Star Route 7500, 1810 MacDonald Highway, Philo, CA 95466.

Roy Howard Laird, 20200 Appaloosa Way, Navarro, CA 95461, P.O. Box 374, Navarro, CA 95461 and Sherri Lynn Laird, 20200 Appaloosa Way, Navarro, CA 95461, P.O. Box 374, Navarro, CA 95461.

This business is conducted by individuals (Husband & Wife).

/s/ Sherri Laird

This statement was filed with the County Clerk of Mendocino County on July 6, 1984.

I hereby certify that this copy is a correct copy of the original statement on file in my office.

/s/ Marsha A. Young, County Clerk

Published four (4) times - 7/11, 18, 25, 8/1, 84

**STARR AUTOMOTIVE**

*Complete Service & Repairs  
Foreign & Domestic*

Small Engine Repair  
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Tune-up Parts - Lamps & Fuses

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MENDOCINO  
COUNTY CLERK

07/09/84

\*\*0004\*\*

840363\*#

FIBU 10.00

10.00

CHEK 10.00

0.00

0022A000 13:27

COUNTY CLERK'S FILING STAMP

ENDORSED-FILED

JUL 9 -1984

MARSHA A. YOUNG  
MENDOCINO COUNTY CLERK

FICTITIOUS BUSINESS NAME STATEMENT

THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS:

1.*	Fictitious Business Name(s) <u>WILD TREES PRESS</u>	
2.**	Street Address, City & State or Principal place of Business in California <u>700 Smith Hills Rd, P.O. Box 378, Navarro, CA 95463</u>	Zip Code <u>95463</u>
3. ***	Full Name of Registrant <u>Robert L. Allen</u> (if corporation, show state of incorporation) <u>700 Smith Hills Rd</u> Residence Address <u>Navarro, CA 95463</u> City State Zip	Full Name of Registrant _____ (if corporation, show state of incorporation) _____ Residence Address _____ City State Zip
	Full Name of Registrant <u>Alice Walker</u> (if corporation, show state of incorporation) <u>700 Smith Hills Rd</u> Residence Address <u>Navarro, CA 95463</u> City State Zip	Full Name of Registrant _____ (if corporation, show state of incorporation) _____ Residence Address _____ City State Zip
4. ****	This business is conducted by ( ) an individual ( ) individuals (Husband & Wife) (X) a general partnership ( ) a limited partnership ( ) an unincorporated association other than a partnership ( ) a corporation ( ) a business trust (CHECK ONE ONLY)	
5.A	Signed <u>Robert L. Allen</u> Typed or Printed <u>ROBERT L. ALLEN</u>	5.B If Registrant a corporation sign below: Corporation Name _____ Signature & Title _____ Type or Print _____ Officer's Name & Title _____

This statement was filed with the County Clerk of **MENDOCINO** County on date indicated by file stamp above.

6. New Fictitious Business Name Statement <input checked="" type="checkbox"/>	I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE  <u>MARSHA A. YOUNG</u> COUNTY CLERK  BY _____ DEPUTY
7. Refile — Statement Expires December 31. <u>1989</u> <input type="checkbox"/>	
File No. _____	File No. <u>84-0363</u>

THE BELOW INSTRUCTIONS ARE NOT TO BE PUBLISHED (Sec. 17924 B&P)

**INSTRUCTIONS FOR COMPLETION OF STATEMENT**

Section 17913 Business & Professions Code

- (\*) 1. **The Fictitious Name under which business is being conducted**
- (\*\*) 2. If the registrant has a place of business in this State, insert the street address of his principal place of business in this State. If the registrant has no place of business in this state, insert the street address of his principal place of business outside this State.
- (\*\*\*) 3. If the registrant is an individual, insert his full name and residence address. If the registrant is a partnership or other association of persons, insert the full name and residence address of each **general** partner. If the registrant is a business trust, insert the full name and residence address of each trustee. If the registrant is a corporation, insert the name of the corporation, as set forth in its articles of incorporation and the State of incorporation. (Attach additional sheet if necessary.)
- (\*\*\*\*) 4. Insert whichever of the following best describes the nature of the business: "an individual", "a general partnership", "a limited partnership", "an unincorporated association other than a partnership", "a corporation", or a "business trust."
5. Signature (COMPLETE AND SIGN ON REVERSE SIDE)

A FICTITIOUS BUSINESS NAME STATEMENT EXPIRES AT THE END OF FIVE YEARS FROM DECEMBER 31 OF THE YEAR IN WHICH IT WAS FILED. Except as provided in Section 17923, B&P Code, it **expires 40 days after any change in the facts set forth in the statement**; except that a change in the residence address of an individual, general partner, or trustee does not cause the statement to expire.

6. If this is a new business name being filed, check this box.
7. If this new statement is required because the current statement will expire on December 31, (statement expires 5 years from December 31 of the year in which it was originally filed), check this box (7) and enter the file number currently assigned your filed statement in lower left corner on face of statement.

NOTICE TO REGISTRANT Section 17924 Business & Professions Code

(A) Your fictitious business name statement must be published in a newspaper once a week for four successive weeks and an affidavit of publication filed with the county clerk within 30 days after publication has been accomplished. The statement should be published in a newspaper of general circulation in the county where the principal place of business is located. The statement should be published in such county in a newspaper that circulates in the area where the business is to be conducted (Sec. 17917 B&P Code).

(B) Any person who executes, files, or publishes any fictitious business name statement, knowing that such statement is false, in whole or in part, is guilty of a misdemeanor and upon conviction thereof shall be fined not to exceed five hundred dollars (\$500) (Sec. 17930 B&P Code).

**A second certification, if required, can be posted by the County Clerk on the face side of this form. For such second certification the statutory additional charge of the County Clerk will be \$2.00.**

**If the quadruplicate copy of the form is surrendered the registrant is advised to keep a fifth photocopy for his own records as it should be remembered the filing must be renewed every five years and in event of any changes in the information therein must be re-published.**

ARTICLE 1.5 TRADE NAME REGISTRATION (1972 ENACTMENT BNAD D CODE)

14411.

The filing of any fictitious business name statement by a person required to file such statement pursuant to Section 17910 shall establish a rebuttable presumption that the registrant has the exclusive right to use a trade name the fictitious business name, as well as any confusingly similar trade name, in the county in which the statement is filed, if the registrant is the first to file such a statement containing the fictitious business name in that county, and is actually engaged in a trade or business utilizing such fictitious business name or a confusingly similar name in that county.

The rebuttable presumption created by this section shall be one affecting the burden of producing evidence.

COUNTY CLERK'S FILING STAMP

ENDORSED-FILED

JUL 9 - 1984

MARSHA A. YOUNG  
MENDOCINO COUNTY CLERK

FICTITIOUS BUSINESS NAME STATEMENT

THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS:

1.*	Fictitious Business Name(s) <b>WILD TREES PRESS</b>	
2.**	Street Address, City & State or Principal place of Business in California <b>700 Smith Hills Rd P.O. Box 378, Navarro, CA 95463</b>	Zip Code <b>95463</b>
3. ***	Full Name of Registrant <b>Robert L. Allen</b> (if corporation, show state of incorporation) <b>700 Smith Hills Rd</b> Residence Address <b>Navarro, CA 95463</b> City State Zip	Full Name of Registrant _____ (if corporation, show state of incorporation) _____ Residence Address _____ City State Zip
	Full Name of Registrant <b>Alice Walker</b> (if corporation, show state of incorporation) <b>700 Smith Hills Rd</b> Residence Address <b>Navarro, CA 95463</b> City State Zip	Full Name of Registrant _____ (if corporation, show state of incorporation) _____ Residence Address _____ City State Zip

4. \*\*\*\* This business is conducted by ( ) an individual ( ) individuals (Husband & Wife) ( / ) a general partnership ( ) a limited partnership ( ) an unincorporated association other than a partnership ( ) a corporation ( ) a business trust (CHECK ONE ONLY)

5.A Signed Robert L. Allen  
Typed or Printed Robert L. Allen

5.B If Registrant a corporation sign below:  
Corporation Name \_\_\_\_\_  
Signature & Title \_\_\_\_\_  
Type or Print Officer's Name & Title \_\_\_\_\_

This statement was filed with the County Clerk of **MENDOCINO** County on date indicated by file stamp above.

6. New Fictitious Business Name Statement

7. Refile — Statement Expires December 31. 1989

File No. \_\_\_\_\_

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE

**MARSHA A. YOUNG**  
COUNTY CLERK

BY W. Young A. Ventura DEPUTY

File No. 84-0363

THE BELOW INSTRUCTIONS ARE NOT TO BE PUBLISHED (Sec. 17924 B&P)

**INSTRUCTIONS FOR COMPLETION OF STATEMENT**

Section 17913 Business & Professions Code

- (\*) 1. **The Fictitious Name under which business is being conducted**
- (\*\*) 2. If the registrant has a place of business in this State, insert the street address of his principal place of business in this State. If the registrant has no place of business in this state, insert the street address of his principal place of business outside this State.
- (\*\*\*) 3. If the registrant is an individual, insert his full name and residence address. If the registrant is a partnership or other association of persons, insert the full name and residence address of each **general** partner. If the registrant is a business trust, insert the full name and residence address of each trustee. If the registrant is a corporation, insert the name of the corporation as set forth in its articles of incorporation and the State of incorporation. (Attach additional sheet if necessary.)
- (\*\*\*\*) 4. Insert whichever of the following best describes the nature of the business: "an individual", "a general partnership", "a limited partnership", "an unincorporated association other than a partnership", "a corporation", or a "business trust."
5. Signature (COMPLETE AND SIGN ON REVERSE SIDE)

A FICTITIOUS BUSINESS NAME STATEMENT EXPIRES AT THE END OF FIVE YEARS FROM DECEMBER 31 OF THE YEAR IN WHICH IT WAS FILED. Except as provided in Section 17923, B&P Code, it **expires 40 days after any change in the facts set forth in the statement**; except that a change in the residence address of an individual, general partner, or trustee does not cause the statement to expire.

6. If this is a new business name being filed, check this box.
7. If this new statement is required because the current statement will expire on December 31, (statement expires 5 years from December 31 of the year in which it was originally filed), check this box (7) and enter the file number currently assigned your filed statement in lower left corner on face of statement.

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NOTICE TO REGISTRANT Section 17924 Business & Professions Code

(A) Your fictitious business name statement must be published in a newspaper once a week for four successive weeks and an affidavit of publication filed with the county clerk within 30 days after publication has been accomplished. The statement should be published in a newspaper of general circulation in the county where the principal place of business is located. The statement should be published in such county in a newspaper that circulates in the area where the business is to be conducted (Sec. 17917 B&P Code).

(B) Any person who executes, files, or publishes any fictitious business name statement, knowing that such statement is false, in whole or in part, is guilty of a misdemeanor and upon conviction thereof shall be fined not to exceed five hundred dollars (\$500) (Sec. 17930 B&P Code).

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**THE LAW ON CERTIFICATION OF FILING**

**Section 17929 (B and P Code). Filing fees: Cost covered by fees**

(a) The fee for filing a fictitious business name statement is ten dollars (\$10) for the first fictitious business name and two dollars (\$2) for each additional fictitious business name filed on the same statement and doing business at the same location. This fee covers the cost of filing and indexing the statement (and any affidavit of publication), furnishing one certified copy of the statement to the person filing the statement, and mailing the notice of expiration of the statement.

(b) The ten-dollar (\$10) fee for filing a fictitious business name statement shall include up to one partner operating under the fictitious business name statement. A fee of two dollars (\$2) shall be charged for each additional partner operating under the same fictitious business name statement.

Section 17926 (B and P Code) (b) For a fee of two dollars (\$2), the county clerk shall provide any person who so requests a certified copy of any statement on file in his office.\*

(c) A copy of a statement, when certified as provided in subdivision (b), establishes a rebuttable presumption of all of the following:

- (1) The existence of the original statement.
- (2) The execution of the statement by the person by whom it purports to have been executed.
- (3) The truth of the information required by Sections 17913, 17922, or 17923 that is contained in the statement.

(d) The presumptions established by subdivision (c) are presumptions affecting the burden of producing evidence.

\*Page 4 (yellow copy) may be used as a Second Certification of required, at the additional cost of \$2.

## PARTNERSHIP AGREEMENT

### I. INTRODUCTORY

Partnership agreement made on February 9, 1984 between Alice Walker of 700 Smith Hills Road, Navarro, California and Robert Allen of 700 Smith Hills Road, Navarro, California. In consideration of mutual covenants herein contained, the above-named persons agree to form and do form a partnership on the terms and conditions herein set forth.

### II. NAME

The name of the partnership shall be Wild Trees Press.

### III. PURPOSE

The business to be carried on by the partnership is that of publishing.

### IV. PLACE OF BUSINESS

The principal place of business of the partnership shall be 700 Smith Hills Road, P.O. Box 378, Navarro, California 95463.

### V. DURATION

The partnership shall commence on the ninth day of February, 1984 and it shall continue until dissolved by mutual agreement of the parties.

### VI. CAPITAL CONTRIBUTION

The capital to be contributed initially to the partnership is \$12,000.00. Each partner shall contribute the following amounts:

Alice Walker	\$10,000.00
Robert Allen	\$ 2,000.00

The partners need not contribute equally toward additional capital contributions.

### VII. SHARING PROFITS & LOSSES

Each partner shall share in the profits and losses of the business based upon a ratio, computed at the end of each calendar year, that each partner's total overall capital contribution and the value of each partner's non-reimbursed services provided the partnership that year is to the total overall capital of the partnership and the total value of both partner's non-reimbursed services provided the partnership that year.

### VIII. SERVICES BY PARTNERS

Each partner shall devote time and shall use his/her best efforts to promote the interests of the partnership.

### IX. BOOKS OF ACCOUNT

Books of account of the transactions of the partnership shall be kept at the principal place of business and shall, at all times, be open to inspection by any partner. Books shall be updated and maintained on a quarterly basis and a full and complete accounting shall be done annually.

X. MANAGEMENT AND AUTHORITY

Both partners shall have equal rights in the management and conduct of the partnership including the right to enter into contracts on behalf of the partnership. However, each partner shall have the duty to consult with the other partner hereto in the event the contract or liability contemplated exceeds \$500.00. If the other partner does not concur, the contract shall not be entered into or the liability not assumed. Any partner who violates this provision shall be personally liable for performance of the contract or payment of the liability.

XI. SALE OF PARTNERSHIP

In the event both partners elect to sell the partnership business the partners agree that the net proceeds of sale, after payment of all partnership debts and return of all partnership capital to the respective contributors, shall be divided equally.

XII. DISSOLUTION OF PARTNERSHIP

In the event both partners elect to dissolve the partnership, the business shall be wound-up, the debts shall be paid, partnership capital shall be returned to the respective contributors, and any surplus shall be divided equally.

XIII. WITHDRAWAL OF PARTNER

In the event one partner elects to withdraw from the partnership, the electing partner shall give the other partner hereto 90 days notice of same. The non-electing partner shall have the options of:

- a) agreeing to sell the partnership;
- b) agreeing to dissolve the partnership;
- c) seeking a purchaser for the departing partner's interest;
- d) purchasing the departing partner's interest.

In the event the non-electing partner selects options c or d above, the departing partner's interest shall be valued by arbitration.

XIV. DEATH OF PARTNER

In the event one of the partners hereto dies, the other partner shall have the options as provided in paragraph XIII. above.

XV. DISABILITY OF PARTNER

In the event one of the partners hereto become disabled and is unable to continue providing necessary services to the partnership for a period of at least ninety (90) days, the other partner shall have the options as provided in paragraph XIII. above.

XVI. ADMISSION OF PARTNERS

Additional partners may be admitted to the partnership on such terms as may be agreed upon in writing between all parties and such new partners. The terms so agreed upon shall constitute an amendment to this partnership agreement.

XVII. RESTRICTIONS ON TRANSFERS

Except as otherwise provided herein, no partner shall sell, assign, transfer, encumber or otherwise dispose of any interest in the partnership or its property without the prior written consent of the other partner hereto.

XVIII. MEDIATION

In the event of any dispute arising under this agreement or under any instrument made to carry out this agreement, the partners agree to mediate using a mediator agreeable to both partners.

XIX. AMENDMENTS

This agreement may be amended at any time by a writing signed by both partners.

In witness whereof, the parties have executed this agreement the 2<sup>nd</sup> day of August, 1984 at Soanville, California.

Alice Walker  
Alice Walker

Robert Allen  
Robert Allen

George forward  
 Subch-S copy  
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 George - explained  
 copy

Send copy to George

about this, recommend copy  
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DRAFT

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 George  
 &  
 Harry

PARTNERSHIP AGREEMENT

I. INTRODUCTORY

Partnership agreement made on February 9, 1984 between Alice Walker of 700 Smith Hills Road, Navarro, California, and Robert Allen of 700 Smith Hills Road, Navarro, California. In consideration of mutual covenants herein contained, the above-name persons agree to form and do form a partnership on the terms and conditions herein set forth.

II. NAME

The name of the partnership shall be Wild Trees Press.

III. PURPOSE

The business to be carried on by the Partnership is that of publishing.

IV. PLACE OF BUSINESS

The principal place of business of the partnership shall be 700 Smith Hills Road, P.O. Box 378, Navarro, California 95463.

V. DURATION

The partnership shall commence on the ninth day of February, 1984 and it shall continue until dissolved by mutual agreement of the parties.

VI. CAPITAL CONTRIBUTION

The capital to be contributed initially to the partnership is \$ 4,000. Each partner shall contribute the following amounts:

Alice Walker \$ 2,000

Robert Allen \$ 2,000

(\*value of word processing equipment).

The partners need not contribute equally toward additional capital contributions.

VII. SHARING PROFITS & LOSSES

Each partner shall share in the profits and losses of the business based upon a ratio, computed at the end of each calendar year, (that each partner's total capital contribution and the value of each partner's non-reimbursed services provided the partnership that year is to the total capital of the partnership and the total value of both partners' non-reimbursed services provided the partnership that year.

VIII SERVICES BY PARTNERS

Each partner shall devote time and shall use his/her best efforts to promote the interests of the partnership.

IX. BOOKS OF ACCOUNT

Books of account of the transactions of the partnership shall be kept at the principal place of business and shall, at all times, be open to inspection by any partner. Books shall be updated and maintained on a quarterly basis and a full and complete accounting shall be done annually.

OK with  
 Harry

X. MANAGEMENT AND AUTHORITY

Both partners shall have equal rights in the management and conduct of the partnership including the right to enter into contracts on behalf of the partnership. However, each partner shall have the duty to consult with the other partner hereto in the event, the contract or liability contemplated exceeds \$500.00. If the other partner does not concur, the contract shall not be entered into or the liability not assumed. Any partner who violates this provision shall be personally liable for performance of the contract or payment of the liability.

XI. SALE OF PARTNERSHIP

In the event both partners elect to sell the partnership business the partners agree that the net proceeds of sale, after payment of all partnership debts and return of all partnership capital to the respective contributors, shall be divided equally.\*

*OK*  
~~\*Ask your accountant about the possible income effect on dividing the surplus this way!~~

XII. DISSOLUTION OF PARTNERSHIP

In the event both partners elect to dissolve the partnership, the business shall be wound-up, the debts shall be paid, partnership capital shall be returned to the respective contributors, and any surplus shall be divided equally.\*

XIII. WITHDRAWAL OF PARTNER

In the event one partner elects to withdraw from the partnership, the electing partner shall give the other partner hereto 90 days notice of same. The nonelecting partner shall have the options of:

- a) agreeing to sell the partnership;
- b) agreeing to dissolve the partnership;
- c) seeking a purchaser for the departing partner's interest;
- d) purchasing the departing partner's interest.

In the event the non-electing partner selects options C or D above, the departing partner's interest shall be valued at \_\_\_\_\_

XIV. DEATH OF PARTNER

In the event one of the partners hereto dies, the other partner shall have the options as provided in paragraph XIII above.

XV. DISABILITY OF PARTNER

In the event one of the partners hereto becomes disabled and is unable to continue providing necessary services to the partnership for a period of at least ninety (90) days, the other partner shall have the options as provided in paragraph XIII above.

XVI. ADMISSION OF PARTNERS

Additional partners may be admitted to the partnership on such terms as may be agreed upon in writing between all parties hereto and such new partners. The terms so agreed upon shall constitute an amendment to this partnership agreement.

PAGE THREE — DRAFT — PARTNERSHIP AGREEMENT

XVII. RESTRICTIONS ON TRANSFERS

Except as otherwise provided herein, no partner may sell, assign, transfer, encumber or otherwise dispose of any interest in the partnership or its property without the prior written consent of the other partner hereto.

XVIII. MEDIATION

In the event of any dispute arising under this agreement or under any instrument made to carry out this agreement, the partners agree to mediate using a mediator agreeable to both partners.

XIX. AMENDMENTS

This agreement may be amended at any time by a writing signed by both partners.

In witness whereof, the parties have executed this agreement the \_\_\_\_\_ day of  
\_\_\_\_\_, 1984 at \_\_\_\_\_, California.

\_\_\_\_\_  
Alice Walker

\_\_\_\_\_  
Robert Allen

DRAFT

PARTNERSHIP AGREEMENT

I. INTRODUCTORY

Partnership agreement made on February 9, 1984 between Alice Walker of 700 Smith Hills Road, Navarro, California, and Robert Allen of 700 Smith Hills Road, Navarro, California. In consideration of mutual covenants herein contained, the above-name persons agree to form and do form a partnership on the terms and conditions herein set forth.

II. NAME

The name of the partnership shall be Wild Trees Press.

III. PURPOSE

The business to be carried on by the Partnership is that of publishing.

IV. PLACE OF BUSINESS

The principal place of business of the partnership shall be 700 Smith Hills Road, P.O. Box 378, Navarro, California 95463.

V. DURATION

The partnership shall commence on the ninth day of February, 1984 and it shall continue until dissolved by mutual agreement of the parties.

VI. CAPITAL CONTRIBUTION

The capital to be contributed initially to the partnership is \$\_\_\_\_\_. Each partner shall contribute the following amounts:

Alice Walker     \$

Robert Allen     \$ \*

(\* value of word processing equipment).

The partners need not contribute equally toward additional capital contributions.

VII. SHARING PROFITS & LOSSES

Each partner shall share in the profits and losses of the business based upon a ratio, computed at the end of each calendar year, that each partner's total capital contribution and the value of each partner's non-reimbursed services provided the partnership that year is to the total capital of the partnership and the total value of both partners' non-reimbursed services provided the partnership that year.

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Each partner shall devote time and shall use his/her best efforts to promote the interests of the partnership.

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Books of account of the transactions of the partnership shall be kept at the principal place of business and shall, at all times, be open to inspection by any partner. Books shall be updated and maintained on a quarterly basis and a full and complete accounting shall be done annually.

X. MANAGEMENT AND AUTHORITY

Both partners shall have equal rights in the management and conduct of the partnership including the right to enter into contracts on behalf of the partnership. However, each partner shall have the duty to consult with the other partner hereto in the event, the contract or liability contemplated exceeds \$500.00. If the other partner does not concur, the contract shall not be entered into or the liability not assumed. Any partner who violates this provision shall be personally liable for performance of the contract or payment of the liability.

XI. SALE OF PARTNERSHIP

In the event both partners elect to sell the partnership business the partners agree that the net proceeds of sale, after payment of all partnership debts and return of all partnership capital to the respective contributors, shall be divided equally.\*

\*Ask your accountant about the possible income effect on dividing the surplus this way!

XII. DISSOLUTION OF PARTNERSHIP

In the event both partners elect to dissolve the partnership, the business shall be wound-up, the debts shall be paid, partnership capital shall be returned to the respective contributors, and any surplus shall be divided equally.\*

XIII. WITHDRAWAL OF PARTNER

In the event one partner elects to withdraw from the partnership, the electing partner shall give the other partner hereto 90 days notice of same. The nonelecting partner shall have the options of:

- a) agreeing to sell the partnership;
- b) agreeing to dissolve the partnership;
- c) seeking a purchaser for the departing partner's interest;
- d) purchasing the departing partner's interest.

In the event the non-electing partner selects options C or D above, the departing partner's interest shall be valued at \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

XIV. DEATH OF PARTNER

In the event one of the partners hereto dies, the other partner shall have the options as provided in paragraph XIII above.

XV. DISABILITY OF PARTNER

In the event one of the partners hereto becomes disabled and is unable to continue providing necessary services to the partnership for a period of at least ninety (90) days, the other partner shall have the options as provided in paragraph XIII above.

XVI. ADMISSION OF PARTNERS

Additional partners may be admitted to the partnership on such terms as may be agreed upon in writing between all parties hereto and such new partners. The terms so agreed upon shall constitute an amendment to this partnership agreement.

XVII. RESTRICTIONS ON TRANSFERS

Except as otherwise provided herein, no partner may sell, assign, transfer, encumber or otherwise dispose of any interest in the partnership or its property without the prior written consent of the other partner hereto.

XVIII. MEDIATION

In the event of any dispute arising under this agreement or under any instrument made to carry out this agreement, the partners agree to mediate using a mediator agreeable to both partners.

XIX. AMENDMENTS

This agreement may be amended at any time by a writing signed by both partners.

In witness whereof, the parties have executed this agreement the \_\_\_\_\_ day of \_\_\_\_\_, 1984 at \_\_\_\_\_, California.

\_\_\_\_\_  
Alice Walker

\_\_\_\_\_  
Robert Allen

PUBLISHING AGREEMENT

WILD TREES PRESS, P.O. Box 378, Navarro, CA 95463

An agreement dated \_\_\_\_\_, 19\_\_\_\_, between Wild Trees Press (hereafter referred to as the "Publisher") and

whose address is \_\_\_\_\_

\_\_\_\_\_ (hereafter referred to as the "Author"), for rights to publish, and license subsequent publication or other utilization by others of, a written manuscript the subject or title of which is \_\_\_\_\_

\_\_\_\_\_ (hereafter referred to as the "Work").

1. GRANT OF RIGHTS. The Author hereby licenses, grants, and assigns to the Publisher the exclusive rights to print, publish, sell, or lease the said Work in book form(s) in the English language in the United States, Canada, and all other areas of the world, and such rights on an exclusive basis as are specified in the remainder of this agreement.

2. COPYRIGHT. The Publisher, upon first publication of said Work, agrees duly to copyright it in the name of the Author in the United States, and to imprint the copyright notice required by law in each copy of the Work. The Author agrees to furnish the Publisher promptly with any authorization or other document necessary to carry out the provision thereof.

3. AUTHOR'S WARRANTY. The Author expressly warrants her/his sole ownership of said Work and full power to make this grant; that the said Work has not heretofore been published in book form; that it does not violate any other copyright, nor any proprietary right; and that it is not scandalous, libelous, violative of the rights of privacy, nor otherwise unlawful. The Author agrees to hold harmless and defend the Publishers against any costs, damages, liability or expenses in connection with any claim of a breach of this warranty.

4. LEGAL ACTION. If the Publisher believes that the copyright or any other right in the said Work granted to the Publisher by this Agreement is being or may be infringed, it may, at its own cost and expense, take such legal action in the Author's name as may be required to restrain such infringement or to seek damages therefor. If the Publisher does not bring such action within thirty (30) days after receipt of a written request from the Author to do so, the

Author may do so, in her/his name and at her/his own cost and expense. Any money damages recovered by either party shall be applied toward the repayment of the expenses of bringing and maintaining the action, and the balance shall be divided equally between Author and Publisher.

5. COPY FOR PRINTING. The Author agrees to deliver to the Publisher not later than \_\_\_\_\_, 19\_\_, a complete typewritten script of the Work, and to supply free of charge to the Publisher all photographs, art, drawings, charts, indexes, and other material necessary to the completion of this manuscript no later than \_\_\_\_\_, 19\_\_. If the Author fails to deliver any manuscript, photographs, or other illustrative material promptly, the Publisher shall have the right to supply them and charge the cost of them against sums accruing to the Author under this Agreement.

6. ASSIGNMENTS. The Author agrees to supply free of charge to the Publisher all permissions or assignments of copyright for text and illustrations used in published form heretofore copyrighted elsewhere. If the Author has retained and exercised the right to serial or foreign publication before publication by the Publisher, she/he shall notify the Publisher promptly of any arrangement for such publication and shall deliver to the Publisher timely, recordable assignments of such copyrights.

7. PRODUCTION SCHEDULE. The Publisher agrees to publish said Work and offer it for sale in book form within no more than eighteen (18) months after acceptance by both parties of a mutually satisfactory manuscript. In the event that said Work is not published and offered for sale within that eighteen months, the Author shall have the option of extending this Agreement or informing the Publisher that the Agreement is terminated, without any obligation on the part of the Author to refund any advances paid to her/him against anticipated royalties.

8. OTHER PUBLICATION BY AUTHOR. The Author agrees, during the period of this contract, not to publish or permit the publication of any other book or material on the same subject matter written or edited by the Author which would clearly lessen the sale of said Work.

9. PUBLICATION AND ROYALTIES. The Publisher agrees, when the manuscript is completed in a form satisfactory to both parties, to manufacture, publish and offer said Work for sale in book form at its own expense and in such style and at such price as the Publisher deems best suited to the sale of said Work, and to pay the Author the following royalties:

a) HARDCOVER. On the list price of each hardcover copy (if

any are issued) sold by the Publisher at the regular price and at the regular discounts, a royalty of ten (10) percent.

b) PAPERBACK. On the list price of each copy of the paperback edition of said Work sold by the Publisher at the regular price and at the regular discounts, a royalty of ten (10) percent.

c) INCREASED DISCOUNTS. On copies of said Work sold through regular wholesale trade channels at a discount of more than 48 percent, the royalty as scheduled above shall be reduced by three percent.

d) EXPORT. On copies of said Work sold for export, the Author shall receive a royalty equal to five percent of the export retail price in U.S. Dollar equivalents.

e) REMAINDERS. If the Publisher has a stock on hand which, in its judgment, cannot be sold on usual terms in a reasonable time, it may sell such copies to any purchaser (including the Author) at the best price it can secure. If this stock is sold at or below the Publisher's cost, no royalty shall be paid to the Author on such sales. If such copies are sold above Publisher's cost, the royalty paid to the Author, in lieu of the royalty set forth above, shall be ten percent of the revenue obtained from such sales.

f) STOCK RETURNED. Royalty paid on stock of said Work which is later returned by the bookseller or wholesaler as unsalable may be debited against any sums accruing to the Author under this Agreement.

10. SUBSIDIARY RIGHTS. The Author also hereby grants to the Publisher exclusive rights to license others to publish subsequent editions of said Work in the English language, or to publish the work in translation into a foreign language, or to adapt the Work for utilization in other forms and communications media, in return for which rights the Publisher agrees to pay the Author a royalty amounting to 50 percent of all moneys received by said Publisher from such licensing arrangements. In the event the licensing to a book club includes provision for the Publisher to provide printed copies at a specific production cost, said production costs shall be deducted from moneys received prior to calculation of the royalty due the Author.

11. FREE PERMISSIONS. The Publisher may, without charge and without compensation to the Author, publish, or permit others to publish, or authorize critics or reviewers to broadcast or televise, for publicity purposes, such selections from said Work as the Publisher thinks proper to benefit its sale, and may permit charitable organizations to reproduce the Work mechanically for the Blind.

12. STATEMENTS. The Publisher shall render semi-annual statements of account in the months of June and December covering sales of the book and sale or lease of any and all

other rights in the Work to the last day of March and the last day of September preceding, and shall pay by check with the statement the amount due to the Author with the following exceptions: (a) Any advance payment made to the Author under this Agreement shall first be deducted from moneys received from sale of Work before any further royalty payments shall be made; (b) Any overpayments made to Author in one accounting period (as a result of return of stock or error) shall be recoverable from moneys accruing in the next accounting period.

13. CORRECTIONS ON THE PROOF. Prior to publication the Publisher agrees to correct any discrepancies noted by the Author between the proof and the accepted manuscript at no cost to the Author. Additional changes in the proof will be made only if acceptable to both Author and Publisher, with the cost of such changes as are proposed by the Author to be deducted from subsequent royalties due the Author.

14. AUTHOR'S COPIES. The Publisher shall give the Author twelve (12) copies free of charge of the least expensive edition of the Work (if there is more than one edition), and five (5) copies of any deluxe edition. In addition, the Author shall have the right to purchase additional copies from the Publisher at 45 percent of retail price. No royalty shall be paid to the Author on copies given or sold to the Author under provisions of this paragraph.

15. TERMINATION AND REVERSION. The Publisher may permit the Work to "go out of print" when, in its sole judgment, the demand for the Work no longer is sufficient to warrant its continued manufacture or promotion. The Publisher shall give formal notice of any such decision to the Author. After receipt of such notice, the Author may give written notice and demand that the Publisher reissue said Work. The Publisher shall have six months after the receipt of such request to reprint the Work or to contract for its reissue. If the Publisher fails to do either, upon expiration of said six month period, all rights herein granted to the Publisher shall be terminated, except for the Publisher's continued right to sell all remaining bound copies of the Work it then has on hand.

16. BANKRUPTCY. In the event of discontinuation of publishing operations by the Publisher as a result of bankruptcy, all rights transferred to the Publisher by this Agreement shall revert to the Author.

17. DIVIDED ROYALTIES. In the event royalty payments due by the Publisher are to be divided between two or more parties, said payment shall be divided as follows: \_\_\_\_\_

18. ARBITRATION. Any dispute between the parties to this Agreement which involves interpretation of the terms of the Agreement shall be submitted to arbitration under the rules of the American Arbitration Association, and the finding of the Arbitrator shall be binding on both parties.

19. EXAMINATION OF THE RECORDS. The Publisher shall make available to the Author or to a properly designated agent of the Author, without charge, all records necessary to verify royalty payments under this Agreement.

20. HEIRS AND ASSIGNS. This Agreement shall be binding on both Author and Publisher for as long as a registered copyright to said Work remains in force, and upon their respective heirs, administrators, assigns, and successors, unless terminated by written agreement of all parties, or as specifically provided elsewhere in this Agreement.

21. OTHER PROVISIONS. Other provisions agreed to by all parties are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed:

\_\_\_\_\_  
(Author)

\_\_\_\_\_  
(Author)

\_\_\_\_\_  
(Publisher)

**FOR MEMBERS:**

This is your reference copy of The Authors Guild recommended **TRADE BOOK CONTRACT**.

If and when you need additional copies, they can be purchased from the Guild office.

Agreement dated \_\_\_\_\_, 197 , between \_\_\_\_\_

("Author") whose address is \_\_\_\_\_

and \_\_\_\_\_

("Publisher") whose address is \_\_\_\_\_

for a work by Author now entitled \_\_\_\_\_ (the "Work").

**THE PARTIES AGREE** as follows:

**Book Publishing and Translation Rights**

1. Author hereby grants Publisher, during the first term of United States Copyright in the Work:

(a) The exclusive right to "publish" (i.e. print, publish and sell) the Work in book form in English in the United States and its territories, Canada and the Philippines; and

(b) The non-exclusive right to publish the Work in book form in English in other countries except the British Commonwealth (except Canada) and the Republics of Ireland and South Africa; and

(c) The exclusive authorization to license on the Author's behalf the right to publish the Work in book form in English in the British Commonwealth (except Canada) and the Republics of Ireland and South Africa; provided that Author may terminate such authorization at any time after \_\_\_\_\_ months from first United States trade book publication, for any country for which a license has not been granted, has terminated, or is terminable; and

(d) The exclusive authorization to license on the Author's behalf the right to translate and publish the Work in book form in languages other than English in all countries; provided that Author may terminate such authorization, at any time after \_\_\_\_\_ months from first United States trade book publication, for any country and/or language for which a license has not been granted, has terminated or is terminable.

On request, Publisher shall provide Author with copies of any licenses granted under (c) or (d).

**Delivery of Work, Additional Materials and Permissions**

2. (a) On or before \_\_\_\_\_, Author will deliver to Publisher one clean, legibly typed manuscript of the completed work, approximately \_\_\_\_\_ words long.

(b) If Author fails to deliver the manuscript within ninety days after the date specified in Par. 2 (a), Publisher may send Author written notice of intention to terminate this Agreement. Unless Author delivers the completed manuscript to Publisher within twenty days of the mailing of the notice, this Agreement shall terminate and Author shall repay to Publisher any amounts previously paid to Author by Publisher hereunder. Anything to the contrary notwithstanding, should Author be prevented by illness, accident or military service from completing the manuscript, then the time for delivery of the manuscript, or changes pursuant to Par. 3 (c), shall be extended until three months following the termination of Author's incapacity or service, provided that if the manuscript, or changes, are not delivered within \_\_\_\_\_ months from the delivery date specified in (a) or such later date as is mutually agreed to, Publisher may terminate this agreement on \_\_\_\_\_ days written notice.

(c) (i) The following additional materials shall be provided and paid for as indicated below:

	Provided by (insert "publisher," "author" or "none")	Number and Description	Costs and Fees Paid by Publisher	Author
photographs	_____	_____	_____ %	_____ %
drawings	_____	_____	_____ %	_____ %
maps	_____	_____	_____ %	_____ %
tables	_____	_____	_____ %	_____ %
charts	_____	_____	_____ %	_____ %
other illustrations	_____	_____	_____ %	_____ %
index	_____	_____	_____ %	_____ %

Photographs, drawings, maps and other illustrations shall be in form suitable for retouching and reproduction by Publisher; index, tables and charts shall be in a form from which type can be set.

(ii) If Author does not submit additional materials to be provided by ~~him~~<sup>other</sup> within a reasonable time after submission of manuscript and prior to publication, Publisher shall, after 30 days written notice to Author, provide such materials at Author's expense.

(iii) Any permissions required to use material copyrighted by others shall be obtained by Publisher and any fees for such permissions shall be paid as follows: \_\_\_\_\_ % by Publisher, \_\_\_\_\_ % by Author.

(iv) Any share of costs or permission fees payable by Author under (i), (ii) or (iii) above shall be advanced by Publisher and repaid only by deductions from royalties or other earnings payable to Author hereunder.

**Acceptance of Manuscript and Changes**

3. (a) No one except the Author may make changes in the Work. The title may be changed only by mutual consent of Author and Publisher. Advertising, or material by others, may not be inserted or printed in any edition of the Work, whether issued by Publisher or its licensees, without Author's written consent (provided that titles of other works may be listed at the end of paperback editions licensed hereunder); such consent may be withheld in Author's sole discretion, and he may require that a share of the advertising proceeds be paid to him, as a condition for his consent, if he elects.

(b) The manuscript shall be deemed satisfactory in content to the Publisher unless within 60 days of its receipt Publisher gives Author written notice of the respects in which Publisher claims the manuscript is unsatisfactory.

(c) Author shall have 60 days from receipt of that notice to make and submit such changes as he believes are reasonably required.

(d) If Publisher gives notice under (b) and the changes submitted are not satisfactory to Publisher, or no changes are submitted, then Publisher may terminate this contract by written notice to Author given within 60 days after submission of the changes pursuant to (c), or if no changes are submitted within 75 days after giving of notice pursuant to (b), provided that Publisher's claims under (b) shall be reasonable and not arbitrary; and upon such notice of termination Author shall repay to Publisher \_\_\_\_\_ % of any advances theretofore paid under this Agreement, but only from money derived by Author from the publication of the book by another publisher.

#### Warranties and Indemnities

4. (a) Author represents and warrants that: (i) He is the sole Author of the Work; now owns all rights in it granted hereunder, free of liens or encumbrances; and has full power to execute this Agreement; (ii) The Work is original with him, and has not been published (if there has been any prior publication, add "except" - and describe);

(iii) The Work does not infringe statutory copyrights or common law literary rights of others, and, to his knowledge, does not violate the rights of privacy of, or libel, other persons.

(b) (i) Author agrees to indemnify and hold harmless the Publisher, and the publisher of any reprint or book club editions of the Work licensed by Publisher pursuant to this Agreement, against any final judgment for damages (after all appeals have been taken) against them in any action arising out of facts which constitute a breach of the foregoing warranties and reasonable costs and attorneys' fees incurred by them in defending an action in which such judgment is recovered, provided that Author's liability hereunder is limited to \_\_\_\_\_ % of the sums payable to him under this Agreement or \$ \_\_\_\_\_, whichever is lesser.

(ii) The aforesaid indemnity shall not apply to any material inserted in the Work by Author in response to Publisher's request nor to any material which Publisher could have determined, from a reading of the Work, violated any rights specified in (a) (iii).

(c) (i) Publisher shall give Author prompt notice of any suit brought against Publisher or its paperback or book club licensees alleging facts which, if proven, would constitute a breach of the warranties in Subparagraph (a). Author may, if he chooses, defend such suit with counsel of his own choosing, at his own expense; provided that if he does, Publisher may nonetheless participate in the defense with counsel of its choosing and at its own expense.

(ii) If Author shall defend such suit, he shall not be responsible for Publisher's attorneys' fees or costs, Subparagraph (b) notwithstanding.

(iii) If such suit is brought, Publisher may hold in escrow up to \_\_\_\_\_ % of each of the next three payments due under Paragraph 18 until after the suit is terminated, or until three years after its commencement, whichever occurs first; but in no event may the amount withheld exceed the amount of damages claimed in the complaint.

#### Correction of Proof

5. Publisher shall furnish Author with copy edited galley and page proofs of the Work (or retyped manuscript where composition is done by computer or similar means) and Author will read, revise (if necessary) and return said proofs promptly. If revisions in the proofs, retyped manuscript or plates are made at Author's request other than to correct printer's or editor's errors or additions (for which Publisher shall pay) the cost of such revisions in excess of \$ \_\_\_\_\_ or 10 % of the cost of composition, whichever is greater, shall be charged to Author and deducted from the income payable to him hereunder. Such charges and deductions shall not be made, however, unless Publisher submits to Author, within \_\_\_\_\_ days after the date of first publication hereunder, an itemized statement of the charges and costs of such revisions; and Author or his representative may inspect Publisher's books and records relating to such charges.

*in ample  
time*

#### Publication of Trade Edition

6. Publisher shall first publish the Work in the United States in English in a hard-cover book form (herein called the "trade edition") within twelve months after delivery of the manuscript of the completed Work under Paragraph 2 (a). Should war, fire or similar disaster beyond Publisher's control delay such publication, the trade edition will be published within six months after termination of such disaster, but in no event later than twenty-four months after delivery of the said manuscript. If the Publisher fails to publish the trade edition within the applicable time period aforesaid, Author may terminate this Agreement on ten days written notice, and all rights shall thereupon revert to Author; and upon such termination Author shall be entitled to retain any advances theretofore paid to him by Publisher hereunder. The format, style of composition and price of the trade edition shall be determined by Publisher. Publisher will consult in advance with Author concerning the format and style of the trade edition, and concerning the text, graphic material and style of the dust jacket. Publisher will use its best efforts to promote the sale of copies of the Work, and to exploit the rights therein which Publisher is authorized by this Agreement to license.

#### Copyright

7. Publisher shall print in every copy of the Work proper United States copyright notice containing Author's name, sufficient to secure United States copyright and Universal Copyright Convention protection in the Work for Author. Publisher shall duly register a claim for United States copyright in the Work in Author's name; and shall file an application for renewal thereof in Author's name. Every license granted by Publisher to reprint, or reproduce, or otherwise use, all or a portion of the Work shall contain a specific requirement that the licensee will print a proper copyright notice in each copy, and take any other steps required, to preserve Author's copyright. In licensing foreign language rights, Publisher shall provide that copyright in the Work is secured in Author's name, and Publisher shall use its best efforts to obtain agreement that copyright in each translation is secured for, or assigned to, Author.

#### Prior Publication

8. Author shall notify Publisher of any publication of all or a portion of the Work prior to the publication of the trade edition; and Author shall provide Publisher with any assignment of copyright or other document necessary to enable Publisher to secure copyright in the Work in Author's name.

## Advances

9. Publisher will pay Author, as an advance against all sums payable by Publisher to Author under Pars. 10, 12, 13 and 15 of this Agreement, the sum of \$ \_\_\_\_\_, payable as follows:

On signing of this Agreement: \$ \_\_\_\_\_

On \_\_\_\_\_ : \$ \_\_\_\_\_

On \_\_\_\_\_ : \$ \_\_\_\_\_

Provided that the manuscript of the completed Work is delivered pursuant to Paragraphs 2 and 3, the foregoing advances shall not be repayable and shall be recouped by Publisher only from royalties and other amounts payable to Author under this Agreement, provided further that no more than \_\_\_\_\_ % of any payments due to Author pursuant to Paragraph 12 hereof may be applied by Publisher to the recoupment of said advances; and that no portion of proceeds from licenses of first serial rights may be applied by Publisher to the recoupment of said advances.

## Royalties

10. (a) Publisher shall pay Author the following royalties on each copy of the trade edition sold by Publisher in the United States, less returns:

- (i) On the first \_\_\_\_\_ thousand copies sold: \_\_\_\_\_ % of Publisher's suggested retail list price (hereinafter called "retail price");
- (ii) On the next \_\_\_\_\_ thousand copies sold: \_\_\_\_\_ % of retail price;
- (iii) On all copies in excess of \_\_\_\_\_ thousand copies: \_\_\_\_\_ % of retail price.
- (iv) Provided, however, that if and whenever the said retail price is less than \$ \_\_\_\_\_ per copy, the retail price of the trade edition shall be deemed to be \$ \_\_\_\_\_ for the purpose of computing and paying royalties to Author under Par. 10.

(b) When, in any accounting period, Publisher grants quantity discounts in the United States of more than 48% on single title orders of 1,000 or more copies of the Work, the royalty on such copies shall be the royalty in (a), applicable at the end of said accounting period, reduced by one-half of one percent (1/2%) for each one percent (1%) of discount exceeding 48%; provided that the royalty rate shall not be reduced to less than \_\_\_\_\_ of the applicable rate in (a). No adjustments shall be made for fractions of percentages.

(c) Publisher will pay Author the following royalty for each copy sold by Publisher, less returns:

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(i) To consumers by mail order, or coupon, radio or television advertising.</p> <p>(ii) Trade edition copies, bound or unbound, exported to Canada.</p> <p>(iii) Bound trade edition copies exported elsewhere.</p> <p>(iv) Library-bound edition copies sold outside regular wholesale and retail trade channels (the regular rates in (a) above will be paid on sales through regular channels).</p> <p>(v) On copies sold in sheets for export, other than to the British Commonwealth, at a price exclusive of royalty.</p> <p>(vi) On copies sold in sheets for export, other than to the British Commonwealth, at a price inclusive of royalty.</p> <p>(vii) On copies sold in sheets for export to a publisher in the British Commonwealth (except Canada) licensed to publish under Paragraph 1 (c).</p> | <p>(1) One-half of the royalty rate in (a) applicable at the end of the accounting period (but not less than 5% of the U.S. retail price).</p> <p>(2) One-half of the royalty rate in (a) applicable at the end of the accounting period (but not less than 6% of the U.S. retail price).</p> <p>(3) Two-thirds of the royalty rate in (a) applicable at the end of the accounting period (but not less than 8% of the U.S. retail price).</p> <p>(4) The royalty rate in (a) above, calculated on the net catalogue price of the edition.</p> <p>(5) _____ % of Publisher's net receipts (but not less than 18%).</p> <p>(6) One-half the sum accruing over and above the actual manufacturing cost (not including any overhead), or 18% of Publisher's net receipts, whichever is greater.</p> <p>(7) A royalty rate to be agreed upon.</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

In determining the royalty rate in (a) above, all copies sold under (a) and (b), and (c) (i) through (iv), shall be included as total sales under (a).

(d) (i) If Publisher shall issue its own mass-market, newsstand paperback edition, Publisher will pay Author:

\_\_\_\_\_ % of the paperback retail list price on the first \_\_\_\_\_ thousand or less copies sold in the United States, and on all exported copies, and

\_\_\_\_\_ % of the paperback retail list price on all copies sold thereafter.

(ii) If Publisher shall issue a trade paperback edition of its own, Publisher will pay Author:

\_\_\_\_\_ % of the paperback retail list price on the first \_\_\_\_\_ thousand copies sold in the United States, and \_\_\_\_\_ % on all copies sold thereafter; and on all exported copies, \_\_\_\_\_ of the trade paperback royalty rate applicable to U.S. sales at the end of the accounting period.

Unless Author consents in writing, no paperback edition may be issued by Publisher within one year of first publication of the trade edition, and Publisher must give Author 120 days written notice of intention to issue such edition, provided that Publisher must accept any reasonable better offer for paperback publication by a paperback publisher, brought to Publisher by Author prior to the expiration of said 120 day period.

(e) No reduction in royalties shall be allowed for bad debts or for discounts allowed for payment by Publisher's customers within a specified time limit. No royalties shall be paid on copies furnished without charge, and not for resale: (i) to Author; (ii) for review, advertising or public relations; provided, however, that a full royalty shall be paid on each copy of the Work given without charge for resale (for advertising or promotional allowances or other purposes) in connection with the sale of other copies of the Work or the sales of copies of other works.

(f) There shall be no sale of overstock (i.e. copies sold in the United States at 70% discount or more) during the first 18 months after publication. Thereafter, or sooner with the Author's consent, Publisher may sell overstock and shall pay Author 10% of the gross price received, unless the sale is made at or below manufacturing cost, in which case no royalty shall be paid, provided, (i) if Publisher is remaindering all copies as overstock it will give Author 30 days notice, and (ii) if the purchaser is a firm owned or affiliated in any way with Publisher, Author will be paid 10% of the price at which copies are resold by the purchaser.

### First Serial Rights

11. (a) Author reserves and may license First Serial rights in the Work in the United States and Canada, and in other countries; and all proceeds from each such license shall belong to Author. "First Serial" right means the right to publish all or part of the Work in a periodical, serially or in one issue, in a country prior to its publication in book form in that country.

(b) If Author notifies Publisher, more than \_\_\_\_\_ months before the scheduled publication date of the trade edition, that United States and Canadian first serial rights have been licensed, Publisher agrees to postpone publication of said trade edition until completion of the serial publication or for \_\_\_\_\_ months, whichever occurs sooner.

### Book Club, Paperback and Secondary Publishing Rights

12. (a) Publisher shall have exclusive authorization to license on behalf of Author the following rights in the Work in English in the United States, Canada and the Philippines, and in countries and languages for which authorization to license book publication is granted in Paragraph 1 (c) and (d) hereof; and authorization to license non-exclusively on behalf of Author, the following rights in English in the areas specified in Paragraph 1 (b):

- (i) publication by book clubs in complete, condensed or abridged versions; and
- (ii) publication in paperback editions by other publishers after publication in hard-cover book form, provided that unless Author consents in writing, no paperback edition may be issued under such license within one year of first publication of the trade edition; and
- (iii) publications of selections, condensations or abridgements in anthologies, textbook editions or book digests after publication in hard-cover book form; and
- (iv) publication in newspapers and magazines after publication in hard-cover book form, unless disposed of by Author in connection with the disposition of first serial rights.

(b) Licenses for rights specified in Subparagraph (a) shall not be granted by Publisher without Author's consent, which shall not be unreasonably withheld. Publisher shall give Author at least 30 days written notice of the terms of any proposed license. If Author does not respond to the notice within 30 days after mailing thereof, Author shall be deemed to have consented to the license on the terms stated in the notice. Publisher shall provide Author with a copy of each such license promptly after it is executed. Anything in the foregoing notwithstanding, Author's consent shall not be required for any license granted under (iii) or (iv) where the consideration is less than \$ \_\_\_\_\_ provided Publisher shall give Author 20 days written notice of its terms as aforesaid.

(c) Any license granted by Publisher under (a) (i), (ii) or (iii) must explicitly prohibit the licensee from inserting advertising or other material in its edition of the Work without the written consent of the Author as provided in Paragraph 3.

(d) The gross proceeds of any license for use in the United States, Canada and the Philippines of rights specified in Subparagraph (a), granted by Publisher or Author, shall be divided as follows:

<u>Right Licensed</u>		<u>Proceeds From License</u>	<u>% of Proceeds Payable to Author</u>	<u>% of Proceeds Payable to Publisher</u>
book club [(a) (i)]	first	\$ _____	_____ %	_____ %
	next	\$ _____	_____ %	_____ %
	above	\$ _____	_____ %	_____ %
paperback reprint [(a) (ii)]	first	\$ _____	_____ %	_____ %
	next	\$ _____	_____ %	_____ %
	above	\$ _____	_____ %	_____ %
abridgements & selections [(a) (iii)]	first	\$ _____	_____ %	_____ %
	next	\$ _____	_____ %	_____ %
	above	\$ _____	_____ %	_____ %
newspapers & magazines [(a) (iv)]	first	\$ _____	_____ %	_____ %
	next	\$ _____	_____ %	_____ %
	above	\$ _____	_____ %	_____ %

No deduction for attorneys' fees, agents' commissions, duplicate plates or other expenses shall be made from the proceeds of licenses granted by Publisher before payment of the Author's share. Any agents' commissions incurred with respect to licenses granted by Author shall be deducted before dividing the proceeds.

(e) (i) Whenever Author terminates the authorization given Publisher in Paragraphs 1 (c) and 1 (d) to license rights for a given country or language, the authorization to Publisher to grant licenses for Author under this paragraph for such country or language shall automatically terminate, but such termination shall not affect licenses theretofore granted by Publisher under this paragraph.

(ii) At any time after \_\_\_\_\_ years from the publication of the trade edition, Author may terminate the authorization granted Publisher in Subparagraph (a) with respect to any right for which a license has not been granted, has terminated or is terminable, but such termination shall not affect licenses theretofore granted by Publisher under this paragraph. Thereafter, Author may license any right for which authorization to the Publisher has been terminated.

(iii) The Publisher's share of proceeds of licenses granted by Author or Publisher more than 10 years after first publication of the trade edition shall be one-half the Publisher's share specified in Subparagraph (d).

#### Film Strips, Microfilm, Reprography, Computers, etc.

13. (a) Author and Publisher shall jointly make licenses for use of the following rights in the United States, Canada and the Philippines, and in countries and languages for which authorization (to Publisher) to license book publication is granted in Paragraphs 1 (c) and (d), and, non-exclusively, in the areas specified in Paragraph 1 (b), and neither shall unreasonably refuse to execute a license for the following rights which the other proposes be made by them:

The rights to produce, incorporate or otherwise use the illustrations and text of the Work or any portion thereof in:

- (i) film strips, transparencies or slides;
- (ii) microfilm, microfiche card, or other microfiche reproduction;
- (iii) electronic, photographic, chemical or other methods of reprography;
- (iv) programmed instruction;
- (v) computers or computer programs;
- (vi) systems for the storage and retrieval, dissemination and reproduction of information by any means.

Publisher shall provide Author with a copy of each such license promptly after it is executed.

(b) The proceeds of any license for rights specified in (a) shall be divided: \_\_\_\_\_% to Author; \_\_\_\_\_% to Publisher.

(c) (i) Whenever Author terminates the authorization given Publisher in Subparagraphs 1 (c) or (d) to license rights on his behalf in a given country or language, Author shall thereafter have sole authority to grant licenses for rights specified in (a), but licenses theretofore granted jointly by Author and Publisher shall not be affected.

(ii) After \_\_\_\_\_ years from first publication of the trade edition, the Author shall have sole authority to grant licenses for the rights specified in (a).

(iii) The Publisher's share of proceeds of licenses granted by Author or Publisher more than \_\_\_\_\_ years after first publication of the trade edition shall be one-half the Publisher's share specified in (b).

#### Stage, Record, Radio, Motion Picture, Television and Audio-Visual Rights

14. (a) The Author reserves the right to license or dispose of, at any time, the rights to make any and all uses of the Work, and dramatizations and adaptations thereof, in the following media, and to sell, lease, distribute, exhibit, perform, disseminate and broadcast records, films, television recordings and other recordings, by methods now or hereafter known, of readings, performances and other presentations of the Work and adaptations and dramatizations thereof:

- (i) records, tapes or other methods of audio reproduction;
- (ii) live theatre, motion pictures, free, cable and pay television and radio and other means of disseminating or distributing performances;
- (iii) audio/video recordings of the Work, or any dramatic, motion picture or television version of the Work, by any device or system now or hereafter known.

(b) Proceeds of any licenses granted pursuant to Subparagraph (a) shall be the sole property of the Author.

#### Proceeds from Foreign Licenses

15. (a) Gross proceeds from licenses granted by Publisher pursuant to Pars. 1 (c), 12 (a), or 13 (a) in the British Commonwealth (except Canada) or the Republics of Ireland and South Africa shall be divided: \_\_\_\_\_% to Author; and \_\_\_\_\_% to Publisher, without any deduction for agents', attorneys' fees and other expenses.

(b) Gross proceeds of licenses granted by Publisher pursuant to Pars. 1 (d), 12 (a), or 13 (a) in languages other than English in all countries shall be divided: \_\_\_\_\_% to Author; and \_\_\_\_\_% to Publisher, without any deduction for agents' commissions, attorneys' fees or other expenses.

#### Advertising

16. Where performance rights are licensed or disposed of pursuant to Par. 14, licensor may grant to the licensee or purchaser the right to publish excerpts or summaries of the Work not to exceed 7,500 words for purposes of advertising and promotion of the derivative work produced pursuant to the license, provided such permission requires the licensee to take all necessary action to protect the copyright in the Work. Publisher may use Author's name and photograph, in reasonable manner, in advertisements and promotional material for the Work.

#### Reservation of Rights to Author

17. All rights in the Work not specifically granted herein to Publisher are reserved to Author and may be exercised or disposed of by Author at any time during the term of this Agreement.

Accounting and Payments

18. (a) Publisher shall prepare statements accounting for all payments due Author under this Agreement during each of the following periods in every year (insert months and days)

From \_\_\_\_\_ to \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Publisher shall mail each such statement to Author within 30 days after the close of each period accompanied by payment to the Author of the amounts due him hereunder for said period. Each statement shall report, for each category of sales by Publisher, the number of copies sold (and total sales to date), the list price, the royalty rate, amount of royalties, and the number of returns; the gross amount received pursuant to each license granted by Publisher; and itemized deductions. With each royalty statement, Publisher shall send Author copies of statements received by Publisher from its licensees during the accounting period. The royalty statements covering the first 12 months after publication shall also state the number of copies in each royalty category printed, bound, and given away in the period, and the number of saleable copies on hand at the end of the period; and Publisher shall provide this information for any subsequent periods at Author's request.

(b) Anything in (a) above to the contrary notwithstanding, Publisher shall pay Author any advances or royalties received by Publisher from book clubs, reprint publishers or other licensees within 20 days after Publisher receives such payments, accompanied by a copy of the statement of account provided by such licensee to Publisher.

(c) For the first \_\_\_\_\_ accounting periods following the publication date of the trade edition, Publisher may withhold from payment to Author a reasonable reserve for return copies not to exceed 15% of royalties payable to Author under Paragraphs 10 (a) and (b) as reflected on each such statement. The balance of such reserve, at the close of the last of said accounting periods, shall be paid to Author with the payments for the following accounting period.

(d) Upon his written request, Author or his designated representative may examine the books and records of Publisher which relate to sales of copies or licenses of the Work. If such examination discloses an error of more than 5% with respect to any royalty statement, Publisher shall reimburse Author for Author's costs of the examination; otherwise such costs shall be borne by Author.

(delete if not applicable)

(e) Notwithstanding the foregoing provisions of this paragraph, if the money payable to Author hereunder shall, in any calendar year, exceed the sum of \$\_\_\_\_\_, Author shall be paid the said sum of \$\_\_\_\_\_ in that year, and the unpaid balance of any amounts accrued to Author in that year and/or prior years shall be paid to Author in the subsequent calendar year or years, and each such subsequent annual payment shall be subject to the same maximum. In the event of Author's death, this provision may be terminated on written notice by his executors, administrators or heirs.

Author's Copies

19. On publication of the trade edition, Publisher will give to Author \_\_\_\_\_ free copies of the said edition; and Author may purchase additional copies at a discount of \_\_\_\_\_% from the retail price.

Out of Print Provisions

20. (a) For the purposes of this Agreement, the Work shall be deemed "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language, hard-cover or paperback edition issued by Publisher or pursuant to a license granted by Publisher, to another publisher under this Agreement, and listed in the catalog issued to the trade by the Publisher or his licensee.

(b) The Work shall not be deemed "in print" by virtue of the reproduction of copies by reprographic processes such as Xerox, whether performed by Publisher or licensee, or if it is available by any medium or means other than the hard-cover and paperback editions referred to in (a) above.

(c) If Publisher fails to keep the Work in print, Author may at any time thereafter serve a written request on Publisher that the Work be placed in print. Within 60 days from receipt of such request, Publisher shall notify Author in writing whether it intends to comply with said request. If Publisher fails to give such notice or, having done so, fails to place the Work in print as specified in (a) within six months after receipt of said request from Author, then, in either event, this Agreement shall automatically terminate and all rights granted to Publisher shall thereupon automatically revert to Author.

(d) Anything to the contrary in (a), (b) or (c) above notwithstanding, if during any calendar year following the tenth full calendar year after the publication date of the trade edition the royalties payable to Author under Par. 10 above do not exceed \$\_\_\_\_\_ Author may terminate this Agreement by written notice given within 30 days after he receives the last statement covering payments due for such calendar year. Upon such termination all rights granted herein shall automatically revert to Author.

(e) Upon any termination and reversion of rights pursuant to (c) or (d) above, Publisher will continue to receive such share of proceeds of licenses theretofore granted by Publisher or Author to the extent provided in Paragraphs 12, 13 and 15 above, and Author shall be paid his share directly by the licensee. Publisher shall not receive any share of the proceeds from licenses granted by Author after such termination and reversion.

(f) If Publisher determines to discontinue publication of the Work because it is no longer profitable, Publisher shall notify Author in writing and upon the giving of such written notice this Agreement shall automatically terminate and all rights shall revert to Author subject to the provisions of (e) above.

(g) Upon any termination under Par. 20, Author may, on written notice given within 20 days of such termination, thereafter purchase the plates, offset negatives or computer drive tapes (if in existence) at their scrap value and any remaining copies at cost; otherwise Publisher may dispose of said materials, subject to the royalty provisions of this Agreement.

(h) Upon any termination under Par. 20, Author shall be entitled to retain any advances paid to him under this Agreement and to receive any sums accruing to him and unpaid at the time of the termination.

Return of Manuscript

21. Publisher shall return the original manuscript of the Work to Author within 30 days after publication. If Author requests in writing, prior to publication, Publisher shall furnish Author with a set of the proofs; absent such request Publisher may dispose of the proofs.

**Bankruptcy and Liquidation**

22. If Publisher is adjudicated a bankrupt or makes an assignment for the benefit of creditors or liquidates its business, this Agreement shall thereupon terminate and all rights granted to Publisher shall automatically revert to Author, subject to the provisions of Paragraphs 20 (e) and (g).

**Suits For Infringement**

23. (a) If there is an infringement of any rights granted to Publisher or which Publisher is authorized to license or share in the proceeds of, Author and Publisher shall have the right to participate jointly in an action for such infringement; and if both participate, they shall share the expenses of the action equally and shall recoup such expenses from any sums recovered in the action. The balance of the proceeds shall be divided equally between them, except that with respect to any rights specified in Paragraphs 12 and 13 the said balance shall be divided in the proportions provided in said Paragraphs. Each party will notify the other of infringements coming to its attention.

(b) If either party declines to participate in such action, the other may proceed; the party maintaining the action shall bear all costs and expenses which shall be recouped from any damages recovered from the infringement; the balance of such damages shall be divided between them as provided in (a) above.

**Governing Law**

24. This Agreement shall be interpreted under the laws of the State of New York.

**Adjudication of Disputes**

25. Any controversy arising under Paragraphs \_\_\_\_\_ shall be submitted to arbitration before the American Arbitration Association in accordance with its rules and judgment confirming the Arbitrator's award may be entered in any court of competent jurisdiction. All other controversies shall be litigated in a court of competent jurisdiction.

**Successors and Assigns**

26. This Agreement shall be binding on the parties and upon their respective heirs, administrators, successors and assigns. This Agreement may not be assigned by either party without written notice sent to the other; provided that in no event may the Publisher assign, license or otherwise transfer to others its obligation to publish and distribute the United States trade edition of the Work during the 18 months following said publication.

**Waiver or Modification**

27. This Agreement constitutes the complete understanding of the parties and no waiver or modification of any provisions shall be valid unless in writing, signed by Author and Publisher. The waiver of a breach or of a default under any provision hereof shall not be deemed a waiver of any subsequent breach or default.

**Notices**

28. Any notice required to be sent hereunder shall be sent by first class mail, postage prepaid, to the Author or Publisher at the addresses given in the preamble of this Agreement, which addresses may be changed by either of them by written notice to the other. Where the Author has designated an agent, Publisher shall furnish both Author and agent with a copy of each notice.

**Riders and Additional Clauses** (attach additional pages if required)

IN WITNESS WHEREOF the parties have duly executed this Agreement the day and year first above written.

\_\_\_\_\_  
Author

\_\_\_\_\_  
Publisher

By \_\_\_\_\_  
Signer's Title

# Heyday Books

Post Office Box 9145 ★ Berkeley California 94709 ★ Telephone 415 549-3564

An agreement dated \_\_\_\_\_, 19\_\_\_\_\_, between Heyday Books (hereafter referred to as the "Publisher") and \_\_\_\_\_ whose address is \_\_\_\_\_

(hereafter referred to as the "Author"), for rights to publish, and to license subsequent publication or other utilization by others of, a written manuscript the subject or title of which is \_\_\_\_\_

(hereafter referred to as the "Work").

**1. Grant of Rights** The author hereby licenses, grants, and assigns to the Publisher the exclusive rights to print, publish, sell, or lease the said Work in book form(s) in the English language in the United States, Canada, and all other areas of the world, and such other rights on an exclusive basis as are specified in the remainder of this agreement.

**2. Copyright** The Publisher, upon first publication of said Work, agrees duly to copyright it in the name of the Author in the United States, and to imprint the copyright notice required by law in each copy of the Work. The Author agrees to furnish the Publisher promptly with any authorization or other document necessary to carry out the provision thereof.

**3. Author's Warranty** The Author expressly warrants his sole ownership of said Work and full power to make this grant; that the said Work has not heretofore been published in book form; that it does not violate any other copyright, nor any proprietary right; and that it is not scandalous, libelous, violative of any right of privacy, nor otherwise unlawful. The Author agrees to hold harmless and defend the Publishers against any costs, damages, liability or expenses in connection with any claim of a breach of this warranty.

**4. Legal Action** If the Publisher believes that the copyright or any other right in the said Work granted to the Publisher by this Agreement is being or may be infringed, it may, at its own cost and expense, take such legal action in the Author's name as may be required to restrain such infringement or to seek damages therefor. If the Publisher does not bring such action within thirty days after receipt of a written request from the Author to do so, the Author may do so, in his name and at his own cost and expense. Any money damages recovered by either shall be applied first toward the repayment of the expenses of bringing and maintaining the action, and the balance shall be divided equally between the Author and the Publisher.

**5. Copy for Printing** The Author agrees to deliver to the Publisher not later than \_\_\_\_\_, 19\_\_\_\_\_, a complete typewritten script of the work, and to supply free of charge to the Publisher all photographs, drawings, charts, indexes, and other material necessary to the completion of this manuscript no later than \_\_\_\_\_, 19\_\_\_\_\_. If the Author fails to deliver any manuscript, photographs, or other illustrative material promptly, the Publisher shall have the right to supply them and charge the cost of them against sums accruing to the Author under this agreement.

**6. Assignments** The Author agrees to supply free of charge to the Publisher all permissions or assignments of copyright for text and illustrations used in published form heretofore copyrighted elsewhere. If the Author has retained and exercised the right to serial or foreign publication before publication by the Publisher, he shall notify the Publisher promptly of any arrangement for such publication and shall deliver to the Publisher timely, recordable assignments of all such copyrights.

**7. Production schedule** The Publisher agrees to publish said Work and offer it for sale in book form within no more than eighteen months after acceptance by both parties of a mutually satisfactory manuscript. In the event that said Work is not published and offered for sale in book form within that eighteen months, the Author shall have the option of extending this agreement or informing the Publisher that the agreement is terminated, without any obligation on the part of the Author to refund any advances paid to him against anticipated royalties.

**8. Other Publication by Author** The Author agrees, during the period of this contract, not to publish or permit the publication of any other book or material on the same subject matter written or edited by the Author which would clearly lessen the sale of said Work.

her/his

her/his

she/he

**9. Publication and Royalties** The Publisher agrees, when the manuscript is completed in a form satisfactory to both parties, to manufacture, publish and offer said Work for sale in book form at its own expense and in such style and at such price as the Publisher deems best suited to the sale of said Work, and to pay the Author the following royalties:

- 10%
- a) **HARDCOVER** On the list price of each hardcover copy (if any are issued) and sold by the Publisher at the regular price and at the regular discounts
    - 10% of the retail price for the first \_\_\_\_\_ copies sold,
    - 12½% of the retail price for the next \_\_\_\_\_ copies sold, and
    - 15% of the retail price for all copies sold in excess of \_\_\_\_\_.
  - b) **PAPERBACK** On the list price of each copy of the paperback edition of said Work sold by the Publisher at the regular price and at the regular discounts
    - 8% of the retail price for the first \_\_\_\_\_ copies sold, and
    - 10% of the retail price for all copies sold in excess of \_\_\_\_\_.
  - c) **INCREASED DISCOUNTS** On copies of said Work sold through regular wholesale trade channels at a discount of more than 48%, the royalty as scheduled above, shall be reduced by 3%.
  - d) **EXPORT** On copies of said Work sold for export, the Author shall receive a royalty equal to 5% of the retail price.
  - e) **REMAINDERS** If the Publisher has a stock on hand which, in its judgement, cannot be sold on usual terms in a reasonable time, it may sell such copies to any purchaser at the best price it can secure. If this stock is sold at or below the Publisher's cost, no royalty shall be paid to the Author on such sales. If such copies are sold above Publisher's cost, the royalty paid to the Author, in lieu of the royalty set forth above, shall be ten percent (10%) of the revenue obtained from such sales.
  - f) **STOCK RETURNED** Royalty paid on stock of said Work which is later returned by the bookseller or wholesaler as unsalable may be debited against any sums accruing to the Author under this agreement.

**10. Subsidiary Rights** The Author also hereby grants to the Publisher exclusive rights to license others to publish subsequent editions of said Work in the English language, or to publish the work in translation into a foreign language, or to adapt the work for utilization in other forms and communications media, in return for which rights the Publisher agrees to pay to the Author a royalty amounting to 50% of all moneys received by said Publisher from such licensing arrangements. In the event the licensing to a book club includes provision for the Publisher to provide printed copies at a specific production cost, said production costs shall be deducted from moneys received prior to calculation of the royalty due the Author.

**11. Free permissions** The Publisher may, without charge and without compensation to the Author, publish, or permit others to publish, or to authorize critics or reviewers to broadcast or televise, for publicity purposes, such selections from said Work as the Publisher thinks proper to benefit its sale, and may permit charitable organizations to reproduce the Work mechanically for the Blind.

**12. Statements** The Publisher shall render semi-annual statements of account in the months of June and December covering sales of the book and sale or lease of any and all other rights in the Work to the last day of March and the last day of September preceding, and shall pay by check with the statement the amount due the Author with the following exceptions:

- a) To provide for possible return of stock by the bookseller under paragraph 9 (f) of this agreement, only 80% of the royalty accrued to the Author on regular book sales shall be due and payable with the first two semi-annual statements following publication of said Work and the amount withheld shall be due and payable with the third semi-annual statement.
- b) Any advance or overpayment to the Author under this agreement shall be recoverable from any or all monies otherwise accruing to the Author under this agreement.

**13. Corrections on the Proof** Prior to publication the Publisher agrees to correct any discrepancies noted by the Author between the proof and the accepted manuscript at no cost to the Author. Additional changes in the proof will be made only if acceptable to both Author and Publisher, with the cost of such changes as are proposed by the Author to be deducted from subsequent royalties due the Author.

**14. Free copies** The publisher shall give the Author <sup>12</sup>twenty-five free copies of the least expensive edition of the Work (if there is more than one edition), and ten copies of any deluxe edition, and shall allow the Author to purchase additional copies at 45% of retail price.

No royalty payable on copies sold to author at above discount.

**15. Termination and Reversion** The Publisher may permit the work to go "out of print" when, in its sole judgement, the demand for the Work no longer is sufficient to warrant its continued manufacture or promotion. The Publisher shall give formal notice of any such decision to the Author. After receipt of such notice, the Author may give written notice and demand that the Publisher reissue said Work. The Publisher shall have six months after the receipt of such request to reprint the Work or to contract for its reissue. If the Publisher fails to do either, upon the expiration said six month period, all rights herein granted to the Publisher shall be terminated, except for the Publisher's continued right to sell all remaining bound copies of the Work it then has on hand.

**16. Bankruptcy** In the event of discontinuation of publishing operations by the Publisher as a result of bankruptcy, all rights transferred to the Publisher by this agreement shall revert to the Author.

**17. Divided Royalties** In the event royalty payments due by the Publisher are to be divided between two or more parties, said payment shall be divided as follows: \_\_\_\_\_

**18. Arbitration** Any dispute between the parties to this agreement which involves interpretation of the terms of the agreement shall be submitted to arbitration under the rules of the American Arbitration Association, and the finding of the Arbitrator shall be binding on both parties.

**19. Examination of the Records** The Publisher shall make available to the Author or to a properly designated agent of the Author, without charge, all records necessary to verify royalty payments under this agreement.

**20. Heirs and Assigns** This agreement shall be binding on both Author and Publisher for as long as a registered copyright to said Work remains in force, and upon their respective heirs, administrators, assigns, and successors, unless terminated by written agreement of all parties, or as specifically provided elsewhere in this agreement.

**21. Other Provisions** Other provisions agreed to by all parties are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed

\_\_\_\_\_  
(Author)

\_\_\_\_\_  
(Author)

\_\_\_\_\_  
(Publisher)

Listing Or Joint User Service Application

NPA 707 Tel. No. 895-3681 Cust. Code: 415

<input type="checkbox"/> Add	<input checked="" type="checkbox"/> Main Listing	<input type="checkbox"/> Reference Listing*	USOC <u>MNL</u>
<input type="checkbox"/> Remove	<input type="checkbox"/> Additional Listing*	<input type="checkbox"/> Line of Information*	Mo. Chrg. \$ <u>0</u>
<input checked="" type="checkbox"/> Change (Indicate Below)	<input type="checkbox"/> Joint User		

Listing Information	Directory/Sec	Effective Date
Listing/Designation <u>WILD TREES PRESS</u>		
Address <u>8/21 P.O. Box 378</u> <u>200 South Henderson Ave</u>		
YPH/CLH <u>PUBLISHERS BOOK (PZN)</u>		
Change <u>LISTING TO BUSINESS</u>		

<input type="checkbox"/> Add	<input type="checkbox"/> Main Listing	<input type="checkbox"/> Reference Listing*	USOC _____
<input type="checkbox"/> Remove	<input type="checkbox"/> Additional Listing*	<input type="checkbox"/> Line of Information*	Mo. Chrg. \$ _____
<input type="checkbox"/> Change (Indicate Below)	<input type="checkbox"/> Joint User		

Listing Information	Directory/Sec	Effective Date
Listing/Designation		
Address		
YPH/CLH		
Change		

<input type="checkbox"/> Add	<input type="checkbox"/> Main Listing	<input type="checkbox"/> Reference Listing*	USOC _____
<input type="checkbox"/> Remove	<input type="checkbox"/> Additional Listing*	<input type="checkbox"/> Line of Information*	Mo. Chrg. \$ _____
<input type="checkbox"/> Change (Indicate Below)	<input type="checkbox"/> Joint User		

Listing Information	Directory/Sec	Effective Date
Listing/Designation		
Address		
YPH/CLH		
Change		

\* Not Included in the Yellow Pages.

If You Wish To Be Contacted By Your Yellow Pages Representative, Please Check Here.

Order Taken By: KATHI ZPAC (Name) MARK (Dept) 707 535 4700 (Date) 8-6-84

I understand that the terms and conditions printed on the reverse, including the **LIMITATION OF LIABILITY**, are applicable to the listing and joint user services shown above. I also understand that those terms and conditions apply to each of the undersigned.

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Joint User/Addl. Listing Signature/Title Date

By: Alice Walker Customer Signature 8/15/84  
 Title Date

### Terms And Conditions

I request The Pacific Telephone and Telegraph Company in California or Bell Telephone Company of Nevada in Nevada (The Telephone Company) to insert the listing(s) indicated on the reverse in its records and in the next and succeeding issues of the indicated telephone directory(ies). This request is subject to the tariffs on file with the California Public Utilities Commission or the Public Service Commission of Nevada and to the following terms and conditions.

I agree to hold the Telephone Company harmless from any damage which may result from the insertion of a requested listing.

The Telephone Company reserves the right to change any listing to conform it with the standard form of directory listings, and to change any telephone number to meet service requirements.

I agree to pay the monthly charges stated on the reverse, and to pay charges for any additional services, equipment or facilities furnished in connection with joint user service. The minimum charge for joint user service shall be the charge for one month.

If any additional listing or joint user service is terminated after the directory is closed to changes, I agree to pay the charges until the end of the directory period, or until (1) the customer's telephone service is discontinued, (2) the party named in the additional listing or the joint user vacates the customer's premises, or (3) the party named in the additional listing subscribes to telephone service of the same class in his or her own name, or the joint user becomes a subscriber to business telephone service in the same exchange.

### Limitation Of Liability

The Telephone Company shall not be liable for any error in, or omission of, all or any part of a classified directory listing requested hereby. In no event shall the Telephone Company be liable for any loss of my business, revenues, or profits, my cost of other forms of advertising, or special, consequential, indirect or punitive damages of any nature arising out of any such error or omission. The foregoing provisions shall apply to the full extent permitted by law and regardless of whether the advertiser's claim is based on contract, tort (including negligence of whatever degree), strict liability or otherwise. The Telephone Company's liability for errors in or omissions of alphabetical directory listings is provided by tariffs on file with the California Public Utilities Commission or the Public Service Commission of Nevada.

COUNTY OF MENDOCINO  
OFFICE OF THE TREASURER-TAX COLLECTOR

Application for Mendocino County Business License  
(Under Ordinance No. 382)

Date \_\_\_\_\_

FOR OFFICE USE ONLY:

Planner \_\_\_\_\_

BL No. \_\_\_\_\_

Issued \_\_\_\_\_

1. Owner(s) \_\_\_\_\_
2. Business Name \_\_\_\_\_
3. Business Address \_\_\_\_\_ Phone \_\_\_\_\_  
Business Location \_\_\_\_\_  
Assessor's Parcel Number \_\_\_\_\_
4. Mailing Address \_\_\_\_\_
5. Residence Address \_\_\_\_\_ Phone \_\_\_\_\_
6. Is this a new Business? Yes \_\_\_ No \_\_\_ If no, please state former owner  
and former Business name \_\_\_\_\_
7. Type of Business: Wholesale \_\_\_ Retail \_\_\_ Service \_\_\_ Entertainment \_\_\_  
Gambling \_\_\_ Restaurant/Tavern \_\_\_ Food Store \_\_\_ Motel/Lodging \_\_\_ Junk \_\_\_  
Second Hand Dealer \_\_\_ Itinerant \_\_\_ Vending Machines \_\_\_ Kennel \_\_\_  
Water Purveyor \_\_\_ Other (specify) \_\_\_\_\_
8. Merchandise to be sold \_\_\_\_\_  
Service to be rendered \_\_\_\_\_
9. State Seller's Permit No. \_\_\_\_\_
10. If owner does not operate business please state name, address and phone  
number of operator or managing agent who does:  
Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_

VETERAN'S EXEMPTION: PRESENTATION OF HONORABLE DISCHARGE FROM MILITARY  
SERVICE SHALL EXEMPT APPLICANT FROM BUSINESS LICENSE  
FEE. (Mendocino County Code Sec.6.04.150)

Bob -  
Not only does the  
business license cost  
\$ but the county will  
also separately tax  
tangible assets of the  
business located in  
the county (greed) -  
the value you tell  
them of the assets

in the county should  
be consistent with your  
tax depreciation cost  
basis on those same  
assets.

Gerri

Internal Revenue Service  
OGDEN, UT 84201

Department of the Treasury

Date: 4-27-90

In reply refer to:

2950200332  
LTR 452C

00940

Wild Trees Press  
Allen Robert L Gen Ptr  
P.O. Box 378  
Navarro, CA 954630378

SOCIAL SECURITY NUMBER:  
EMPLOYER IDENTIFICATION NUMBER: 68-0029032  
YOUR CORRESPONDENCE DATED: 3-28-90

DEAR TAXPAYER:

YOUR REQUEST FOR RELIEF FROM DOUBLE TAXATION ON YOUR English earnings  
WAS CERTIFIED AND MAILED ON April 27, 1990 TO England

IF YOU HAVE QUESTIONS ABOUT THIS LETTER, PLEASE WRITE US AT THE ADDRESS SHOWN ON THIS LETTER. IF YOU WRITE, PLEASE ATTACH THIS LETTER TO HELP IDENTIFY YOUR ACCOUNT. ALSO, PLEASE INCLUDE YOUR TELEPHONE NUMBER AND THE MOST CONVENIENT TIME FOR US TO CALL, SO WE CAN CONTACT YOU IF WE NEED ADDITIONAL INFORMATION.

IF YOU PREFER, YOU MAY CALL THE IRS TELEPHONE NUMBER LISTED IN YOUR LOCAL DIRECTORY. AN IRS EMPLOYEE WILL BE ABLE TO HELP YOU, BUT THE OFFICE AT THE ADDRESS SHOWN ON THIS LETTER IS MOST FAMILIAR WITH YOUR CASE.

THANK YOU FOR YOUR COOPERATION.

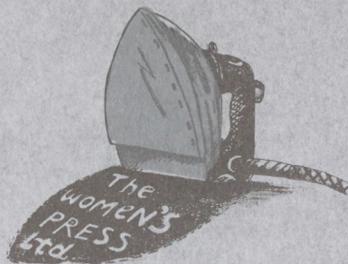
SINCERELY YOURS,

*Kathryn Moon*

KATHRYN MOON  
CHIEF, CORRESPONDENCE SECTION

ENCLOSURES  
COPY OF THIS LETTER

*Copy sent to Women's Press*



**The Women's Press Ltd**

34 Great Sutton Street, London EC1V 0DX Telephone 01-251 3007

Fax: 01-439 6489 Telex: 919034 NAMARA G

7 March 1990

Accounts Department  
Wild Tree Press  
PO Box 378  
Navarro  
CA 95463  
USA

Dear Friends

**A PIECE OF MINE: J. California Cooper and CONDOR AND HUMMINGBIRD:  
Charlotte Mendes**

On looking through our records prior to sending out royalty statements for the current period, we have discovered that we do not appear to have received your double tax exemption certificate. Without this certificate, we are obliged under our tax laws to deduct 25% of all money paid to overseas authors and publishers, including advances and royalties.

I am enclosing with this letter a further form which you should complete and have authorised by your local tax authority before returning it to us for our tax authorities to approve. Any future payments due to you will have to have 25% deducted unless this form is received. All outstanding payments from the present royalty period will be held here until you send the form or notify us that you do not wish to claim this exemption.

I look forward to getting the form from you in due course.

Yours sincerely,

*Sandra den Hertog*

Sandra den Hertog  
Rights Manager

# The Women's Press Ltd

# ROYALTY STATEMENT

A member of the Namara Group.

34 Great Sutton Street  
London EC1V 0DX  
Tel: 01-251 3007  
Telex: 919034 NAMARA G

No:

STATEMENT ADDRESS

Wild Tree Press

PO Box 378

Navarro

CA. 95463 USA

U. S. A.

TITLE A Piece of Mine

AUTHOR J. California Cooper

AUTHOR VAT No \_\_\_\_\_

DATE/TAX POINT 31st March 1990.

ROYALTIES FOR THE SIX MONTHS ENDED 31st December 1989.

HOME  
EXPORT

Published price (UK & Eire)	£8.95	£2.95	£	£	£
	Casebound	Paperback	Paperback	Misc.	Total
— @ 10 % Published Price	—				
76 @ 6 % Published Price		13.45			13.45
@ % Published Price					
— @ 8 % Published Price	—				
2 @ 6 % Published Price		0.35			0.35
@ % Price Received					
@ % Price Received					
Sales earnings during this period					13.80
Amount withheld from previous period					3.05
Other Earnings					
Total Earnings					16.85

Deductions	Advances	
	20 % Withholding Return Royalty	—
	Unearned Balance B/F	
	Book Purchases	
	Rechargeable Items	
	TOTAL DEDUCTIONS	£
	Net Amount Payable	16.85
	VAT @ %	
		16.85

BALANCE UNPAID CARRIED FORWARD/CHEQUE ENCLOSED

Tax position to be clarified

THE TAX SHOWN IS YOUR OUTPUT TAX DUE TO CUSTOMS & EXCISE

Registered in London: 1304416. Registered Office: 45/46 Poland Street, London W1V 4AU

VAT No. 241 4235 00

# The Women's Press Ltd

# ROYALTY STATEMENT

A member of the Namara Group.

34 Great Sutton Street  
 London EC1V 0DX  
 Tel: 01-251 3007  
 Telex: 919034 NAMARA G

No: \_\_\_\_\_

STATEMENT ADDRESS

Wild Tree Press  
 PO Box 378  
 Navarro  
 CA. 95463  
 USA.

TITLE Condor & Hummingbird  
 AUTHOR Charlotte Mendes  
 AUTHOR VAT No \_\_\_\_\_  
 DATE/TAX POINT 31st March 1990

ROYALTIES FOR THE SIX MONTHS ENDED 31st December 1989

HOME  
EXPORT

Published price (UK & Eire)	£8.95	£3.95	£	£	£
	Casebound	Paperback	Paperback	Misc.	Total
(2) @ 10% Published Price	(1.79)				(1.79)
28 @ 7½% Published Price		8.30			8.30
@ % Published Price					
- @ 8% Published Price	-				
- @ 6% Published Price		-			
@ % Price Received					
@ % Price Received					
Sales earnings during this period					6.51
Amount withheld from previous period					
Other Earnings					
Total Earnings					6.51

Deductions	Advances	
	% Withholding Return Royalty	
	Unearned Balance B/F	342.14
	Book Purchases	
	Rechargeable Items	
	TOTAL DEDUCTIONS	£
	Net Amount Payable	
	VAT @ %	
		335.63

BALANCE UNEARNED CARRIED FORWARD/CHEQUE ENCLOSED \_\_\_\_\_

Tax Position To Be Confirmed

THE TAX SHOWN IS YOUR OUTPUT TAX DUE TO CUSTOMS & EXCISE



Inland Revenue  
Inspector of Foreign Dividends

Lynwood Road  
Thames Ditton  
Surrey  
England KT7 0DP  
Telephone 081-398 4242  
ext

---

The Secretary  
Wild Tress Press  
PO Box 378  
Navarro  
Utah 95463  
USA

Your reference

Our reference FD13/W/63189/27

Date 21<sup>st</sup> June 1990

---

Dear Sir

UNITED KINGDOM/USA  
DOUBLE TAXATION CONVENTION

I am returning your claim on form US/Corporation as you have not completed the reverse and therefore I have no information as to the income on which you are claiming relief from United Kingdom tax.

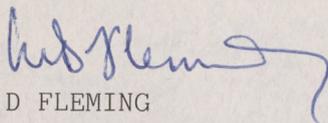
In the assumption that your claim is in respect of Royalties please give full details as requested on the form and also, the name and residential address of the author of the works. It will, in addition, be necessary for you to forward the contract whereby the author assigned his/her rights to Wild Tress Press. Please return the completed form direct to this Office.

As your firm is a partnership and this is a first claim, it will be necessary for formal claims to be made by each individual partner and I have enclosed 4 forms for this purpose. Further forms will be sent to you if required. Subsequent claims will be accepted in the name of the partnership signed by the managing or senior partner.

Each claim form must show the partner's residential address and should be sent for certification to the Internal Revenue Service Center to which the individual's last income tax return was filed.

Please ensure that details of the income being claimed is shown on the reverse of the claim.

Yours faithfully

  
MRS M D FLEMING

CLAIM ON BEHALF OF A UNITED STATES DOMESTIC CORPORATION TO RELIEF FROM UNITED KINGDOM INCOME TAX ON INTEREST AND ROYALTIES ARISING IN THE UNITED KINGDOM

INSTRUCTIONS

- A responsible officer of the corporation should complete and sign this form and duplicate.
- Send the form and duplicate to the Internal Revenue Service Center Director with whom the corporation's last income tax return was filed.
- If repayment is claimed please attach the appropriate original certificates of deduction of tax.
- Full details of the income must be given overleaf. If there is insufficient room attach additional sheets.

INFORMATION	
1. FULL NAME of the corporation (print)	WILD TREES PRESS
2. FULL ADDRESS of the corporation (print)	PO Box 378 Navarro, CA 95463
3. Is it a corporation created or organised in or under the laws of the United States?	Yes
4. Where is its business managed and controlled?	Navarro, CA 95463
5. Is the corporation engaged in any trade or business in the United Kingdom or does it perform independent personal services from a fixed base situated therein? If so, please give full particulars.	NO
6. If the claim relates to interest, does the corporation bear United States tax on it?	N/A
7. Is 25% or more of the corporation's capital owned directly or indirectly by one or more persons who are not individual residents and not nationals of the United States? If so, the questions on the back should be answered.	NO
8. If in the declaration below the corporation claims relief from United Kingdom income tax at source, is any change in the above-mentioned circumstances expected to occur during the next 3 years?	NO
9. If enquiries about this claim should be addressed to an agent, please state agent's name and address.	
10. Please state i. the corporation's United States Employer's Identification Number, and ii. the location of the Service Center where the corporation's latest tax return was filed and the date on which it was filed.	68-0029032 Ogden, Utah - Feb 1990
11. If a consolidated tax return is filed in the United States, please state i. the name of the parent corporation, and ii. its Employer's Identification Number.	

5 FOREIGN DIVIDENDS  
1 MAY 1990  
RECEIVED

DECLARATION

- The corporation is beneficially entitled to the income from the sources specified overleaf.
- To the best of my knowledge and belief all the particulars given in this form are correctly stated.
- I claim on behalf of the corporation

\*repayment of the appropriate amount of United Kingdom income tax  
\*that the said income may be exempted from payment or deduction of United Kingdom income tax.

If you wish repayment to be made to a United Kingdom bank or agent, give the name and address.

Signature Robert Z Allen  
Date March 24, 1990

[\*Delete whatever is inapplicable]

CERTIFICATION

[To be given by the Service Center Director and the form sent direct to the Inspector of Foreign Dividends, Lynwood Road, Thames Ditton, Surrey, England, KT7 ODP]

I certify that .....  
a corporation, association or other like entity treated as a United States corporation for United States tax purposes, has filed a United States Corporation Income Tax Return (Form 1120), as a domestic corporation for the tax year ended .....

Date .....

Signature .....

Director, Internal Revenue Service Center .....

Region .....

Official Stamp

For the use of the United Kingdom Revenue only

Order No

Order issued

Pay: Claimant  
Bank etc for claimant  
Claimant c/o bank etc

£

Up to .....

Examined .....

Countersigned .....

After payment issue ..... to agent

SUPPLEMENTARY INFORMATION (see Question 7 on the front)	
12. a.	Is the corporation's United States tax liability in respect of the interest or royalties substantially less than that generally imposed on corporation profits?
b.	Does the corporation receive more than 80% of its gross income from sources outside the United States?
c.	If the answer to either question 12a or 12b is "yes" please state whether more than 75% of the corporation's capital is directly or indirectly owned by: <ol style="list-style-type: none"> <li>i. a United States corporation which receives 20% or more of its gross income from sources within the United States; or</li> <li>ii. a corporation (other than a United States corporation) which by reference to the provisions of section 283 of the United Kingdom Income and Corporation Taxes Act 1970 would not fall to be treated as a close company; or</li> <li>iii. a United Kingdom resident company which is controlled, directly or indirectly, by individuals who are residents of the United Kingdom.</li> </ol>

**SCHEDULE**

Full details of the income in respect of which relief from United Kingdom income tax is claimed must be entered below. If repayment of income tax already deducted is claimed, the appropriate original tax deduction certificates must be attached.

I. INTEREST			Amount of income from each source	Amount of United Kingdom income tax deducted
Full title of security or description of loan and full name and address (in BLOCK letters) of persons by whom interest is paid.	Due date of interest	State in this column 1. In the case of bonds payable to bearer, the numbers of the bonds from which the coupons were derived. 2. In the case of registered stocks the name or names (in due order and in BLOCK letters) in which the stocks are registered and the reference numbers of the accounts where appropriate.	£	£
II. ROYALTIES (other than royalties from natural resources, films and radio or television tapes)				
Full description of royalties, etc. and date of contract	Full name and address (in BLOCK letters) of			
	a. the person in the United Kingdom by whom the royalties are paid. b. the agent, if any, in the United Kingdom by or through whom the payments are made.			
<b>TOTAL AMOUNT OF INCOME</b>				
<b>TOTAL AMOUNT OF UNITED KINGDOM INCOME TAX</b>				



**SCHEDULE**

Full details of the income in respect of which relief from United Kingdom income tax is claimed must be entered below.  
If repayment of income tax already deducted is claimed, the appropriate original tax deduction certificates must be attached.

I. INTEREST			Amount of income from each source	Amount of United Kingdom income tax deducted
Full title of security or description of loan and full name and address (in BLOCK letters) of persons by whom interest is paid	Due date of interest	State in this column	£	£
		1. In the case of bonds payable to bearer, the numbers of the bonds from which the coupons were derived. 2. In the case of registered stocks the name or names (in due order and in BLOCK letters) in which the stocks are registered and the reference numbers of the accounts where applicable.		
<b>II. ROYALTIES</b> (other than royalties from natural resources, films, and radio or television tapes)				
Full description of royalties etc and date of contract	Full name and address (in BLOCK letters) of			
	a. the person in the United Kingdom by whom the royalties are paid. b. the agent, if any, in the United Kingdom by or through whom the payments are made.			
<b>III. PENSIONS, PURCHASED ANNUITIES AND ALIMONY</b>				
Full description of income and full name and address (in BLOCK letters) of person by whom paid	Contract number if any	Date(s) on which each pension/annuity was first paid or will be payable		
		Day	Month	Year
<b>TOTAL AMOUNT OF INCOME</b>				
<b>TOTAL AMOUNT OF UNITED KINGDOM INCOME TAX</b>				

U.S./INDIVIDUAL

REF FD 13/ / /

**CLAIM BY AN INDIVIDUAL WHO IS A RESIDENT OF THE UNITED STATES TO RELIEF FROM UNITED KINGDOM INCOME TAX ON INTEREST, ROYALTIES, CERTAIN PENSIONS, PURCHASED ANNUITIES AND ALIMONY ARISING IN THE UNITED KINGDOM**

**INSTRUCTIONS**

- Complete and sign this form and duplicate.
- Send the form and duplicate to the Internal Revenue Service Center Director with whom your last United States income tax return was filed.
- If repayment is claimed please attach the appropriate original certificates of deduction of tax.
- Full details of the income must be given overleaf. If there is insufficient room attach additional sheets.

INFORMATION		[If you are a married woman, please also answer questions 1 to 4 on behalf of your husband]
1.	Full name (print)	
2.	Residential address (print)	
3.	Have you previously had dealings with any United Kingdom tax office? If so please state i. the tax office and your reference no, or ii. your last address and name and address of your last employer in the United Kingdom.	[This question need only be answered if this is your first claim of this kind]
4.	Have you possessed or kept the use of a place of abode in the United Kingdom during the last 4 years? If so, please give the full address. If it is no longer possessed or used, state on what date it was given up.	
5.	Have you been in the United Kingdom during the past 4 years for as much as i. 3 months a year on average ii. 6 months in any one tax year	[If any answer is "yes" please give brief details]
6.	Have you been absent from the United States for a complete tax year in any of the last 4 years?	
7.	Are you engaged in any trade or business in the United Kingdom or do you perform independent personal services from a fixed base situated therein? If so, please give full particulars.	
8.	If the claim relates to interest, do you bear United States tax on it?	
9.	If, in the declaration below, you claim relief from United Kingdom income tax at source do you expect any change in the above-mentioned circumstances to occur during the next 3 years?	
10.	If enquiries about this claim should be addressed to an agent, please state agent's name and address.	
11.	Please state i. your United States Internal Revenue Account Number, ii. your United States Social Security Number, and iii. the location of the Service Center where your latest tax return was filed and the date on which it was filed.	

DECLARATION	
1.	I am beneficially entitled to the income derived from the sources specified overleaf.
2.	To the best of my knowledge and belief all the particulars given in this form are correctly stated.
3.	I claim
*repayment of the appropriate amount of United Kingdom income tax. If you wish repayment to be made to a United Kingdom bank or agent, give the name and address.	
*that the said income may be exempted from payment or deduction of United Kingdom income tax.	
Signature	.....
Date	.....
[*Delete whatever is inapplicable]	

CERTIFICATION	
[To be given by the Service Center Director and the form sent direct to the Inspector of Foreign Dividends, Lynwood Road, Thames Ditton, Surrey, England, KT7 0DP]	
I certify that the last United States tax return filed by the claimant was made as a citizen or resident of the United States.	
Signature	.....
Date	.....
Designation	.....
Official Stamp	

For the use of the United Kingdom Revenue only	
Order No	.....
Order issued	.....
Pay: Claimant Bank etc for claimant Claimant c/o bank etc	£
Up to	.....
Examined	.....
Countersigned	.....
After payment issue	..... to agent

UNITED KINGDOM INLAND REVENUE

Please turn over

**SCHEDULE**

Full details of the income in respect of which relief from United Kingdom income tax is claimed must be entered below.  
 If repayment of income tax already deducted is claimed, the appropriate original tax deduction certificates must be attached.

<b>I. INTEREST</b>				Amount of income from each source	Amount of United Kingdom income tax deducted	
Full title of security or description of loan and full name and address (in BLOCK letters) of persons by whom interest is paid	Due date of interest	State in this column		£	£	
		1. In the case of bonds payable to bearer, the numbers of the bonds from which the coupons were derived.	2. In the case of registered stocks the name or names (in due order and in BLOCK letters) in which the stocks are registered and the reference numbers of the accounts where applicable.			
<b>II. ROYALTIES (other than royalties from natural resources, films, and radio or television tapes)</b>						
Full description of royalties etc and date of contract	Full name and address (in BLOCK letters) of					
	a. the person in the United Kingdom by whom the royalties are paid. b. the agent, if any, in the United Kingdom by or through whom the payments are made.					
<b>III. PENSIONS, PURCHASED ANNUITIES AND ALIMONY</b>						
Full description of income and full name and address (in BLOCK letters) of person by whom paid	Contract number if any	Date(s) on which each pension/annuity was first paid or will be payable				
		Day	Month	Year		
<b>TOTAL AMOUNT OF INCOME</b>						
<b>TOTAL AMOUNT OF UNITED KINGDOM INCOME TAX</b>						

W/W 13/W/63189/27

U.S./INDIVIDUAL

REF FD 13/ / /

CLAIM BY AN INDIVIDUAL WHO IS A RESIDENT OF THE UNITED STATES TO RELIEF FROM UNITED KINGDOM INCOME TAX ON INTEREST, ROYALTIES, CERTAIN PENSIONS, PURCHASED ANNUITIES AND ALIMONY ARISING IN THE UNITED KINGDOM

INSTRUCTIONS

- Complete and sign this form and duplicate.
- Send the form and duplicate to the Internal Revenue Service Center Director with whom your last United States income tax return was filed.
- If repayment is claimed please attach the appropriate original certificates of deduction of tax.
- Full details of the income must be given overleaf. If there is insufficient room attach additional sheets.

<b>INFORMATION</b>		<i>[If you are a married woman, please also answer questions 1 to 4 on behalf of your husband]</i>
1.	Full name <i>(print)</i>	
2.	Residential address <i>(print)</i>	
3.	Have you previously had dealings with any United Kingdom tax office? If so please state i. the tax office and your reference no, or ii. your last address and name and address of your last employer in the United Kingdom.	<i>[This question need only be answered if this is your first claim of this kind]</i>
4.	Have you possessed or kept the use of a place of abode in the United Kingdom during the last 4 years? If so, please give the full address. If it is no longer possessed or used, state on what date it was given up.	
5.	Have you been in the United Kingdom during the past 4 years for as much as i. 3 months a year on average ii. 6 months in any one tax year	<i>[If any answer is "yes" please give brief details]</i>
6.	Have you been absent from the United States for a complete tax year in any of the last 4 years?	
7.	Are you engaged in any trade or business in the United Kingdom or do you perform independent personal services from a fixed base situated therein? If so, please give full particulars.	
8.	If the claim relates to interest, do you bear United States tax on it?	
9.	If, in the declaration below, you claim relief from United Kingdom income tax at source do you expect any change in the above-mentioned circumstances to occur during the next 3 years?	
10.	If enquiries about this claim should be addressed to an agent, please state agent's name and address.	
11.	Please state i. your United States Internal Revenue Account Number, ii. your United States Social Security Number, and iii. the location of the Service Center where your latest tax return was filed and the date on which it was filed.	

**DECLARATION**

- I am beneficially entitled to the income derived from the sources specified overleaf.
- To the best of my knowledge and belief all the particulars given in this form are correctly stated.
- I claim
  - \*repayment of the appropriate amount of United Kingdom income tax.
  - \*that the said income may be exempted from payment or deduction of United Kingdom income tax.

If you wish repayment to be made to a United Kingdom bank or agent, give the name and address.

Signature .....

Date .....

*[\*Delete whatever is inapplicable]*

**CERTIFICATION**

*[To be given by the Service Center Director and the form sent direct to the Inspector of Foreign Dividends, Lynwood Road, Thames Ditton, Surrey, England, KT7 0DP]*

I certify that the last United States tax return filed by the claimant was made as a citizen or resident of the United States.

Signature .....

Date .....

Designation .....

Official Stamp

For the use of the United Kingdom Revenue only

Order No .....

Order issued

Pay: Claimant Bank etc for claimant Claimant c/o bank etc	£
-----------------------------------------------------------------	---

Up to .....

Examined .....

Countersigned .....

After payment issue ..... to agent

**SCHEDULE**

Full details of the income in respect of which relief from United Kingdom income tax is claimed must be entered below.  
If repayment of income tax already deducted is claimed, the appropriate original tax deduction certificates must be attached.

I. INTEREST		State in this column 1. In the case of bonds payable to bearer, the numbers of the bonds from which the coupons were derived. 2. In the case of registered stocks the name or names (in due order and in BLOCK letters) in which the stocks are registered and the reference numbers of the accounts where applicable.	Amount of income from each source	Amount of United Kingdom income tax deducted
Full title of security or description of loan and full name and address (in BLOCK letters) of persons by whom interest is paid	Due date of interest		£	£
<b>II. ROYALTIES</b> (other than royalties from natural resources, films, and radio or television tapes)				
Full description of royalties etc and date of contract		Full name and address (in BLOCK letters) of a. the person in the United Kingdom by whom the royalties are paid. b. the agent, if any, in the United Kingdom by or through whom the payments are made.		
<b>III. PENSIONS, PURCHASED ANNUITIES AND ALIMONY</b>				
Full description of income and full name and address (in BLOCK letters) of person by whom paid	Contract number if any	Date(s) on which each pension/annuity was first paid or will be payable		
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<b>TOTAL AMOUNT OF INCOME</b>				
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U.S./INDIVIDUAL

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- Full details of the income must be given overleaf. If there is insufficient room attach additional sheets.

INFORMATION		(If you are a married woman, please also answer questions 1 to 4 on behalf of your husband)
1. Full name (print)		
2. Residential address (print)		
3. Have you previously had dealings with any United Kingdom tax office? If so please state i. the tax office and your reference no, or ii. your last address and name and address of your last employer in the United Kingdom.	[This question need only be answered if this is your first claim of this kind]	
4. Have you possessed or kept the use of a place of abode in the United Kingdom during the last 4 years? If so, please give the full address. If it is no longer possessed or used, state on what date it was given up.		
5. Have you been in the United Kingdom during the past 4 years for as much as i. 3 months a year on average ii. 6 months in any one tax year	[If any answer is "yes" please give brief details]	
6. Have you been absent from the United States for a complete tax year in any of the last 4 years?		
7. Are you engaged in any trade or business in the United Kingdom or do you perform independent personal services from a fixed base situated therein? If so, please give full particulars.		
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10. If enquiries about this claim should be addressed to an agent, please state agent's name and address.		
11. Please state i. your United States Internal Revenue Account Number, ii. your United States Social Security Number, and iii. the location of the Service Center where your latest tax return was filed and the date on which it was filed.		

**DECLARATION**

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  - To the best of my knowledge and belief all the particulars given in this form are correctly stated.
  - I claim  
\*repayment of the appropriate amount of United Kingdom income tax.  
\*that the said income may be exempted from payment or deduction of United Kingdom income tax.
- If you wish repayment to be made to a United Kingdom bank or agent, give the name and address.
- Signature .....
- Date .....
- [\*Delete whatever is inapplicable]

**CERTIFICATION**

[To be given by the Service Center Director and the form sent direct to the Inspector of Foreign Dividends, Lynwood Road, Thames Ditton, Surrey, England, KT7 0DP]

I certify that the last United States tax return filed by the claimant was made as a citizen or resident of the United States.

Signature .....

Date .....

Designation .....

Official Stamp

For the use of the United Kingdom Revenue only	
Order No	
Order issued	
Pay: Claimant Bank etc for claimant Claimant c/o bank etc	£
Up to .....	
Examined .....	
Countersigned .....	
After payment issue .....	to agent

UNITED KINGDOM INLAND REVENUE

Please turn over

**SCHEDULE**

Full details of the income in respect of which relief from United Kingdom income tax is claimed must be entered below.  
If repayment of income tax already deducted is claimed, the appropriate original tax deduction certificates must be attached.

<b>I. INTEREST</b>				Amount of income from each source	Amount of United Kingdom income tax deducted	
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		1. In the case of bonds payable to bearer, the numbers of the bonds from which the coupons were derived.	2. In the case of registered stocks the name or names (in due order and in BLOCK letters) in which the stocks are registered and the reference numbers of the accounts where applicable.			
<b>II. ROYALTIES</b> (other than royalties from natural resources, films, and radio or television tapes)						
Full description of royalties etc and date of contract	Full name and address (in BLOCK letters) of					
	a. the person in the United Kingdom by whom the royalties are paid. b. the agent, if any, in the United Kingdom by or through whom the payments are made.					
<b>III. PENSIONS, PURCHASED ANNUITIES AND ALIMONY</b>						
Full description of income and full name and address (in BLOCK letters) of person by whom paid	Contract number if any	Date(s) on which each pension/annuity was first paid or will be payable				
		Day	Month	Year		
<b>TOTAL AMOUNT OF INCOME</b>						
<b>TOTAL AMOUNT OF UNITED KINGDOM INCOME TAX</b>						

REQUEST FOR PREASSIGNMENT OF LIBRARY OF CONGRESS CATALOG CARD NUMBER

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2. Editor(s) \_\_\_\_\_

3. Title and subtitle(s) \_\_\_\_\_  
\_\_\_\_\_

4. Edition statement (exactly as printed in the publication, e.g. second edition, revised edition, etc.) \_\_\_\_\_  
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5. U.S. place of publication: City \_\_\_\_\_ State \_\_\_\_\_

Any copublisher (s) and place \_\_\_\_\_

6. Other information found on title page \_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_

8. Approximate number of pages \_\_\_\_\_ No. of volumes \_\_\_\_\_

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10. Proposed date of publication: Month \_\_\_\_\_ Year \_\_\_\_\_

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WITH THE **SMART-CARD™** MANAGEMENT SYSTEM™\*  
FROM **EXEC-U-PLAN™**

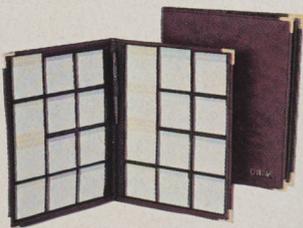


## DELUXE

Our most popular model

- Manages 288 projects: 2 panels—72 SMART-CARDS per side. Expands to 1440 w/purchase of extra panels
  - 750 asst'd SMART-CARDS
  - Color-coded signals
  - Name or initials on cover
  - Pen, tablet and business card storage
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- Plus the SMART-CARD Management System Manual

Leather grained vinyl **\$44.50**  
Genuine leather **\$84.50**  
Plus \$4 shipping and handling



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Our streamlined model

- Manages 144 projects
  - 500 asst'd SMART-CARDS
  - Color-coded signals
  - Name or initials on cover
  - Pen holder
- Plus the SMART-CARD Management System Manual

Leather grained vinyl **\$27.50**  
Genuine leather **\$52.50**  
Plus \$4 shipping and handling



## SUPER DELUXE

Our premier model

- Manages 576 projects: 4 panels—72 SMART-CARDS per side. Expands to 1440 w/purchase of extra panels
  - 4 tabbed dual pocket dividers
  - 1,000 asst'd SMART-CARDS
  - Multi-function calculator
  - Digital time piece and alarm
  - Calendar-phone-address book
  - Color-coded signals
  - Name or initials on cover
  - Pen, tablet and business card storage
  - Deluxe lock
- Plus the SMART-CARD Management System Manual

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Genuine leather **\$155.00**  
Plus \$4 shipping and handling



All Models Available in:

### LEATHER GRAINED VINYL

Chestnut Brown (dark), Willow Brown (medium), Black, Burgundy and Natural Tan Suede.

### GENUINE LEATHER

Black, British Tan and Burgundy.

### SATISFACTION GUARANTEED

If for any reason you are not completely satisfied with your EXEC-U-PLAN SMART-CARD System, simply return it within 30 days of purchase for a full and prompt refund.

## GET MORE DONE IN LESS TIME

Control 20-50—even hundreds of projects at a time with the smartest, easiest, most flexible method ever developed for planning and monitoring activities, schedules, appointments, performance, details and deadlines. The SMART-CARD Management System helps busy executives accomplish more in less time—by freeing the mind's memory banks and thought processes to focus where it counts! No matter how well organized you are, The SMART-CARD Management System will give you a better return on your time investment. **We guarantee it!**

## CONTROL HUNDREDS OF PROJECTS WITH COMPUTER-LIKE EFFICIENCY

The SMART-CARD Management System is designed to function in many ways like a personal data processing center, but, with much greater flexibility and ease. Simply record all important information directly onto color-coded SMART-CARDS. Then insert them in the system's exclusive see-through panels—for visual control of hundreds of entries at-a-glance. Merge cards into the system after meetings. Move cards as projects are completed or priorities change. Retrieve information instantly. The SMART-CARD Management System's unique features and six special purpose cards help you plan and manage more effectively than ever before.

## QUALITY CRAFTSMANSHIP

Individually crafted of the finest genuine leathers or rich leather grained vinyls, each SMART-CARD System comes personalized with your name or initials on the cover. Take the handsomely styled, highly portable EXEC-U-PLAN System with you to meetings, on business trips, or for a more productive daily commute.

## WORKS FOR EVERYONE

Available in three styles to satisfy a wide range of needs and preferences, The EXEC-U-PLAN SMART-CARD Management System is ideal for all executives and professionals. With the system you're always so well organized, the time you save won't just be your own—it will increase the productivity of everyone around you. So, to Work Smarter, Not Harder, put the remarkable new EXEC-U-PLAN SMART-CARD Management System to work for you, and those around you, today!

**\*PATENT PENDING**

## SPECIAL BONUS

Now—for a limited time only—receive a handsome, matching Pocket Organizer **FREE** with any model shown at left. This compact tuck-away version of the SMART-CARD Management System puts key data in your pocket—and lets you easily make new entries on-the-go. Retail value \$15.00.



**CREDIT CARD ORDERS  
PHONE TOLL FREE**

**1-800-USA-0700**

OR WRITE: **EXEC-U-PLAN™** DEPT. 20

31-17 QUEENS BLVD., LONG ISLAND CITY, N.Y. 11101

Add \$7.50 per model for shipments to Canada, Alaska, Hawaii and Puerto Rico, \$12 to Mexico and \$18 to all other countries.  
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