



## PUBLISHING AGREEMENT

This Publishing Agreement is entered into as of <sup>March 22, 2023</sup> ~~(AGREEMENT DATE)~~ by Angel City Press, Inc., of 2118 Wilshire Blvd., Suite 880, Santa Monica, California 90403 ("PUBLISHER"), and Chris Nichols, of [REDACTED] (herein referred to as "AUTHOR").

**1. The Book:** "The Book" is described as a non-fiction literary work with the working title: *Bowlarama*. The final title of the Book will be determined by mutual agreement of the parties. The Book will be based on AUTHOR's submitted manuscript, which will include approximately 35,000 words and approximately 250 rights-cleared images.

**2. Grant of Rights:** AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including hardcover, softcover, and any form of electronic editions of the Book described in Section 1 throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in Section 3 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

**3. Licensing of Subsidiary Rights:** PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form, and in such forms as defined in Section 2, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses) shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER. PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all licensed editions and translations.

With respect to revenue derived from licensing of other printed publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a bi-annual basis. These rights are limited to foreign publications, graphic interpretations including but not limited to graphic novelization or comic books, book clubs, magazine serialization, large print editions, library editions, deluxe editions, and anthology publishing rights.

With respect to the sale of rights for documentaries the parties will share net licensing revenue as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

With respect to licensing of other rights in the Book to third parties for excerpts (whether printed or electronic), abridgment, condensation, digest adaptation, textbook, computer, and/or data storage transmission and retrieval, whether by any medium or method now known or developed in the future, parties will share the net revenue received by PUBLISHER as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

**4. Deliverables and Schedule:** On or before September 11th, 2023, AUTHOR shall submit to the PUBLISHER the full original manuscript accompanying images (with captions and credit/clearance information) described in Section 1.. A final hard copy of the text, including captions, will accompany the submission of the electronic file of that text, including captions. All images should be submitted in digital file form, with each individual image file labeled per the instruction of PUBLISHER and accompanied by documentation of the right to publish each image. AUTHOR will provide documentation signed by the rights holder, indicating that all rights have been cleared for reproduction of the image in all editions of the book, whether printed or electronic. AUTHOR is responsible for any fees related to rights clearance for use of photographs and/or essays by contributors. These data files of text and images shall include any related material required in the opinion of PUBLISHER for publication of the Book.



The parties agree that acceptance of all text and images for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work by PUBLISHER. AUTHOR agrees to complete the information required by PUBLISHER to identify each image in the book, including its source and clearance for publication, and AUTHOR will attest to the accuracy of the photo credits they supply.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the original manuscript within THIRTY (30) days of receipt of the image and text files that may be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the original manuscript elsewhere, with no remaining obligation to PUBLISHER.

**5. Failure by Author:** If AUTHOR fails to complete and deliver to PUBLISHER the original manuscript as provided in Section 4 as a result of AUTHOR's breach of this Agreement, all rights in and to the submitted manuscript (text and images) shall belong to AUTHOR, subject only to reimbursement of the initial advance against royalties paid by PUBLISHER upon execution of this Agreement. If PUBLISHER is unable to complete the Book for publication for any reason attributable to AUTHOR, the rights in the edited work may be released, at PUBLISHER's discretion, upon AUTHOR's reimbursement to PUBLISHER of all advances against royalties paid to AUTHOR, as well as any out-of-pocket expenses, including but not limited to the costs of editing and graphic design of the work, incurred by PUBLISHER for the production of the Book.

**6. Failure by Publisher:** If PUBLISHER fails to publish the Book within twenty-four (24) months of acceptance of the edited manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the then edited work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, pandemics, strikes, work stoppage, loss of materials by other parties, supply-chain slowdowns, lack of cooperation by AUTHOR, or the prolonged illness or death of officers of PUBLISHER. The length of any such delay will be added to the specified twenty-four (24) month deadline, and PUBLISHER will have the right to establish a new publication date.

If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book per the extended deadline, except for breach of this Agreement by AUTHOR, PUBLISHER will, upon written request by AUTHOR, return all materials originally submitted per Section 4 to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER failed to bring out a new edition within twelve (12) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed as one off PUBLISHER's titles issued to the trade by PUBLISHER or its distributor(s).

**7. Original Work:** AUTHOR warrants that the original manuscript is original in all respects, other than quoted material and images that may have been published before but whose ownership rights are cleared for publication in the Book; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation.



AUTHOR indemnifies PUBLISHER against any copyright-infringement claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that, in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, shall share equally in the expense of any applicable deductible under PUBLISHER's insurance coverage and any claims not covered by the insurance policy.

**8. Design, Layout, and Production:** The PUBLISHER will determine the format, design, and layout of the book to best present the content to the book market and within the limitations of the manufacturing equipment and within acceptable production costs for the PUBLISHER. AUTHOR will review the stages of the layout and design and may make recommendations, and such recommendations will be considered by PUBLISHER. PUBLISHER will make a good faith effort to collaborate with AUTHOR on the book's cover. However, PUBLISHER retains the right to make all final decisions regarding the format, design, and layout.

**9. Copyright Registration and Notice:** The copyright in the Book shall be registered with the Register of Copyrights of the United States Copyright Office within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall each have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

**10. Revenue and Author Royalty:** PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues for all printed copies of the Book that are sold and twenty-five percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps." AUTHOR will also receive a 15% sales commission on net revenues of the Book where AUTHOR initiates sales to bowling alleys or bowling businesses.

All royalties will be paid semiannually on the basis of cash received from net revenues of the Book adjusted for returns. Earnings will be calculated for periods ending June 30 and December 31 of each calendar year, and paid within thirty (30) days of each date of calculation.

10a. "Net revenues," as used in this AGREEMENT, refers to funds received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions paid to or withheld by distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. (In the specific case of book club sales, costs deducted include printing costs actually incurred by PUBLISHER.) PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the



other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the total amount paid to AUTHOR until that time, under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

11. **Advance Payments:** PUBLISHER shall pay AUTHOR an advance against royalties of [REDACTED] per this schedule:

- [REDACTED] ten days after receipt by PUBLISHER of three (3) copies of this Agreement signed by AUTHORS.
- [REDACTED] ten days after the text of the original manuscript is approved by PUBLISHER and the images for the book are selected by AUTHOR and approved by PUBLISHER to be incorporated into the design of the Book.
- ONE THOUSAND DOLLARS ten days after publication of the Book.

12. **Author Copies and Purchases:** PUBLISHER will provide THIRTY FIVE copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books to rights grantors. AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book, plus applicable state sales tax, and shipping costs. AUTHOR agrees that these copies may not be made available for sale in competition with any sales channel of PUBLISHER. Author royalties, as defined in Section 10 of this AGREEMENT, will not be paid to AUTHOR for copies of the Book purchased by AUTHOR.

13. **Follow-on Work:** AUTHOR agrees to offer first right of refusal to PUBLISHER for the next nonfiction book proposal by either AUTHOR that is relevant to the history of Los Angeles.

14. **Indemnification:** Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

15. **Assignment:** This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of AUTHOR and the successors or assigns of PUBLISHER. PUBLISHER may assign the Agreement, but only in its entirety. AUTHOR may assign any net sums due or to become due hereunder, but may not assign any rights or obligations of this Agreement. Except in the case of death of AUTHOR, PUBLISHER must be notified by letter of any such assignment of net sums by AUTHOR. In the case of the death of any of the parties known herein as AUTHOR, the heirs, executors, or administrators of his/their estate(s) must notify PUBLISHER.

16. **Resolution of Dispute:** Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: March 27, 2023

By: Raddy Calisto for ACP



ANGEL CITY PRESS

(PUBLISHER)



DATED: \_\_\_\_\_

3/22/23

By: \_\_\_\_\_

(AUTHOR)





## PUBLISHING AGREEMENT

This Publishing Agreement is entered into as of February 10, 2022 by Angel City Press, Inc., at the mailing address 2118 Wilshire Blvd., Suite 880, Santa Monica CA 90403 ("PUBLISHER"), and California Garden & Landscape History Society, at the mailing address [REDACTED] (herein referred to as "AUTHOR"). The PROJECT CO-EDITORS, as referred to in this Agreement, are Christine Edstrom O'Hara and Susan Chamberlin.

- 1. The Book:** "The Book" is described as a non-fiction literary work with the working title: *Essential Eden*. The final title will be determined by mutual agreement of the parties. The Book will be based on AUTHOR's submitted manuscript, which will include approximately fifty thousand (50,000) words and a maximum of two hundred (200) rights-cleared images.
- 2. Grant of Rights:** AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including hardcover, softcover, and any form of electronic editions of the Book described in Section 3 throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in Section 3 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.
- 3. Licensing of Subsidiary Rights:** PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form, and in such forms as defined in Section 2, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses) shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER. PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all licensed editions and translations.

With respect to revenue derived from licensing of other printed publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a bi-annual basis. These rights are limited to foreign publications, graphic interpretations including but not limited to graphic novelization or comic books, book clubs, magazine serialization, large print editions, library editions, deluxe editions, and anthology publishing rights.

With respect to the sale of rights for audio, including but not limited to podcasts, motion picture, or television productions, the parties will share net licensing revenue as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

With respect to licensing of other rights in the Book to third parties for excerpts (whether printed or electronic), abridgment, condensation, digest adaptation, textbook, computer, and/or data storage transmission and retrieval, whether by any medium or method now known or developed in the future, parties will share the net revenue received by PUBLISHER as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER. Copies of all licenses shall be provided by PUBLISHER to AUTHOR.
- 4. Deliverables and Schedule:** On or before March 15, 2023, AUTHOR shall submit to PUBLISHER the full original manuscript accompanying images (with captions and credit/clearance information) described in Section 1. A final hard copy of the text, including captions, will accompany the submission of the electronic file of that text, including captions. All images should be submitted in digital file form, with each individual image file labeled per the instruction of



PUBLISHER and accompanied by documentation of the right to publish each image. AUTHOR will provide documentation signed by the rights holder, indicating that all rights have been cleared for reproduction of the image in all editions of the Book, whether printed or electronic. AUTHOR is responsible for any fees related to rights clearance for use of photographs and/or essays by contributors. These data files of text and images shall include any related material required in the opinion of PUBLISHER for publication of the Book. AUTHOR will submit a selection of images on or before July 1, 2022 that they suggest as suitable for the cover of the Book, as well 6 images that can be included in distribution catalogs, both printed and digital.

The parties agree that acceptance of all text and images for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use its best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work by PUBLISHER. AUTHOR agrees to complete the information required by PUBLISHER to identify each image included in the Book, including its source and clearance for publication, and AUTHOR will attest to the accuracy of the photo credits they supply.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the original manuscript within thirty (30) days of receipt of the image and text files that may be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the original manuscript elsewhere, with no remaining obligation to PUBLISHER.

**5. Failure by Author:** If AUTHOR fails to complete and deliver to PUBLISHER the original manuscript as provided in Section 4 as a result of AUTHOR's breach of this Agreement, all rights in and to the submitted manuscript (text and images) shall belong to AUTHOR, subject only to reimbursement of any initial advance against royalties paid by PUBLISHER upon execution of this Agreement. If PUBLISHER is unable to complete the Book for publication for any reason attributable to AUTHOR, the rights in the edited work may be released, at PUBLISHER's discretion, upon AUTHOR's reimbursement to PUBLISHER of all advances against royalties paid to AUTHOR, as well as any out-of-pocket expenses, including but not limited to the costs of editing and graphic design of the work, incurred by PUBLISHER for the production of the Book.

**6. Failure by Publisher:** If PUBLISHER fails to publish the Book within twenty-four (24) months of acceptance of the edited manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the then edited work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, pandemics, strikes, work stoppage, loss of materials by other parties, supply-chain slowdowns, lack of cooperation by AUTHOR, or the prolonged illness or death of officers of PUBLISHER. The length of any such delay will be added to the specified twenty-four (24) month deadline, and PUBLISHER will have the right to establish a new publication date.

If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book per the extended deadline, except for breach of this Agreement by AUTHOR, PUBLISHER will, upon written request by AUTHOR, return all materials originally submitted per Section 4 to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER failed to bring out a new edition within twelve (12) months of PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal



retail channels in an English language edition issued by PUBLISHER and listed as one off PUBLISHER's titles issued to the trade by PUBLISHER or its distributor(s).

7. **Original Work:** AUTHOR warrants that the original manuscript is original in all respects, other than quoted material and images that may have been published before but whose ownership rights are cleared for publication in the Book; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation.

AUTHOR indemnifies PUBLISHER against any copyright-infringement claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that, in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, shall share equally in the expense of any applicable deductible under PUBLISHER's insurance coverage and any claims not covered by the insurance policy.

8. **Design, Layout, and Production:** PUBLISHER will determine the format, design, and layout of the Book to best present the content to the book market and within the limitations of the manufacturing equipment and within acceptable production costs for PUBLISHER. AUTHOR will review the stages of the layout and design and may make recommendations, and such recommendations will be considered by PUBLISHER. However, PUBLISHER retains the right to make all final decisions regarding the format, design, and layout.

9. **Copyright Registration and Notice:** The copyright in the Book shall be registered with the Register of Copyrights of the United States Copyright Office within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the names of AUTHOR (California Garden & Landscape History Society), and PROJECT CO-EDITORS (Christine Edstrom O'Hara and Susan Chamberlin), as named in the introductory paragraph of this Agreement.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR and PROJECT CO-EDITORS shall each have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

10. **Revenue and Author Royalty:** PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues for all printed copies of the Book that are sold and twenty-five percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps."

All royalties will be paid semiannually on the basis of cash received from net revenues of the Book adjusted for returns. Earnings will be calculated for periods ending June 30 and December 31 of each calendar year, and paid within thirty (30) days of each date of calculation.

10a. "Net revenues," as used in this AGREEMENT, refers to funds received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions paid to or withheld by distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such



as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. (In the specific case of book club sales, costs deducted include printing costs actually incurred by PUBLISHER.) PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the total amount paid to AUTHOR until that time, under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

**11. Advance Payments:** PUBLISHER shall pay AUTHOR an advance against royalties of [REDACTED] per this schedule:

- [REDACTED] ten days after receipt by PUBLISHER of four (4) copies of this Agreement signed by AUTHOR.
- [REDACTED] ten days after the text of the original manuscript is approved by PUBLISHER and the images for the Book are selected by AUTHOR and approved by PUBLISHER to be incorporated into the design of the Book.
- Two hundred fifty dollars (\$250) ten days after publication of the Book.

**12. Author Copies and Purchases:** PUBLISHER will provide twenty-five (25) copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary copies to rights grantors. AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book, plus applicable state sales tax, and shipping costs. AUTHOR to purchase a minimum of one hundred (100) copies upon publication. AUTHOR agrees that these copies may not be made available for sale in competition with any sales channel of PUBLISHER. Author royalties, as defined in Section 10 of this AGREEMENT, will not be paid to AUTHOR for copies of the Book purchased by AUTHOR.

**13. Follow-on Work:** AUTHOR and/or PROJECT CO-EDITORS as a team agree to offer first right of refusal to PUBLISHER for the next nonfiction book proposal by either AUTHOR and/or PROJECT CO-EDITORS that is relevant to the history of landscaping and gardens in California.

**14. Indemnification:** Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

**15. Assignment:** This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of AUTHOR and the successors or assigns of PUBLISHER. PUBLISHER may assign the Agreement, but only in its entirety. AUTHOR may assign any net sums due or to become due hereunder, but may not assign any rights or obligations of this Agreement. Except in the case of disbandment of AUTHOR, PUBLISHER must be notified




by letter of any such assignment of net sums by AUTHOR. In the case of the disbandment of any of the parties known herein as AUTHOR, the heirs, executors, or administrators of its estate(s) must notify PUBLISHER.

16. **Resolution of Dispute:** Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: 2/20/2022

By: Paddy Calistro  
PADDY CALISTRO  
for Angel City Press  
(PUBLISHER)

DATED: 2/15/22

By:   
Keith Park  
President, California Garden &  
Landscape History Society  
(AUTHOR)



## PUBLISHING AGREEMENT

This Publishing Agreement is entered into as of August 14, 2023 by Angel City Press, Inc., of 2118 Wilshire Blvd., Suite 880, Santa Monica, California 90403 ((herein referred to as "PUBLISHER"), and Nathan Marsak, of [REDACTED] (herein referred to as "AUTHOR").

**1. The Book:** "The Book" is described as a non-fiction literary work with the working title: *Los Angeles Before the Freeways*. The final title of the Book will be determined by mutual agreement of the parties. The Book will be based on AUTHOR's submitted manuscript, which will include approximately 35,000 words and approximately 150 rights-cleared images.

**2. Grant of Rights:** AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including hardcover, softcover, and any form of electronic editions of the Book described in Section 1 throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in Section 3 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

**3. Licensing of Subsidiary Rights:** PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form, and in such forms as defined in Section 2, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses) shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER. PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all licensed editions and translations.

With respect to revenue derived from licensing of other printed publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a bi-annual basis. These rights are limited to foreign publications, graphic interpretations including but not limited to graphic novelization or comic books, book clubs, magazine serialization, large- print editions, library editions, deluxe editions, and anthology publishing rights.

With respect to the sale of rights for audio, including but not limited to podcasts, motion picture, or television productions, the parties will share net licensing revenue as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

With respect to licensing of other rights in the Book to third parties for excerpts (whether printed or electronic), abridgment, condensation, digest adaptation, textbook, computer, and/or data storage transmission and retrieval, whether by any medium or method now known or developed in the future, parties will share the net revenue received by PUBLISHER as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

**4. Deliverables and Schedule:** On or before February 12, 2024, AUTHOR shall submit to the PUBLISHER the full original manuscript accompanying images (with captions and credit/clearance information) described in Section 1.. A final hard copy of the text, including captions, will accompany the submission of the electronic file of that text, including captions. All images should be submitted in digital file form, with each individual image file labeled per the instruction of PUBLISHER and accompanied by documentation of the right to publish each image. AUTHOR will provide documentation signed by the rights holder, indicating that all rights have been cleared for reproduction of the image in all editions of the book, whether printed or electronic. AUTHOR is responsible for any fees related to rights clearance for use of photographs and/or essays by contributors. These data files of text and images shall include any related material required in the opinion of PUBLISHER for publication of the Book.



The parties agree that acceptance of all text and images for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work by PUBLISHER. AUTHOR agrees to complete the information required by PUBLISHER to identify each image in the book, including its source and clearance for publication, and AUTHOR will attest to the accuracy of the photo credits they supply.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the original manuscript within THIRTY (30) days of receipt of the image and text files that may be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the original manuscript elsewhere, with no remaining obligation to PUBLISHER.

**5. Failure by Author:** If AUTHOR fails to complete and deliver to PUBLISHER the original manuscript as provided in Section 4 as a result of AUTHOR's breach of this Agreement, all rights in and to the submitted manuscript (text and images) shall belong to AUTHOR, subject only to reimbursement of the initial advance against royalties paid by PUBLISHER upon execution of this Agreement. If PUBLISHER is unable to complete the Book for publication for any reason attributable to AUTHOR, the rights in the edited work may be released, at PUBLISHER's discretion, upon AUTHOR's reimbursement to PUBLISHER of all advances against royalties paid to AUTHOR, as well as any out-of-pocket expenses, including but not limited to the costs of editing and graphic design of the work, incurred by PUBLISHER for the production of the Book.

**6. Failure by Publisher:** If PUBLISHER fails to publish the Book within twenty-four (24) months of acceptance of the edited manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the then edited work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, pandemics, strikes, work stoppage, loss of materials by other parties, supply-chain slowdowns, lack of cooperation by AUTHOR, or the prolonged illness or death of officers of PUBLISHER. The length of any such delay will be added to the specified twenty-four (24) month deadline, and PUBLISHER will have the right to establish a new publication date.

If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book per the extended deadline, except for breach of this Agreement by AUTHOR, PUBLISHER will, upon written request by AUTHOR, return all materials originally submitted per Section 4 to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER failed to bring out a new edition within twelve (12) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed as one off PUBLISHER's titles issued to the trade by PUBLISHER or its distributor(s).

**7. Original Work:** AUTHOR warrants that the original manuscript is original in all respects, other than quoted material and images that may have been published before but whose ownership rights are cleared for publication in the Book; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation.

AUTHOR indemnifies PUBLISHER against any copyright-infringement claims brought about by the publication of this Book.



PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that, in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, shall share equally in the expense of any applicable deductible under PUBLISHER's insurance coverage and any claims not covered by the insurance policy.

**8. Design, Layout, and Production:** The PUBLISHER will determine the format, design, and layout of the book to best present the content to the book market and within the limitations of the manufacturing equipment and within acceptable production costs for the PUBLISHER. AUTHOR will review the stages of the layout and design and may make recommendations, and such recommendations will be considered by PUBLISHER. However, PUBLISHER retains the right to make all final decisions regarding the format, design, and layout.

**9. Copyright Registration and Notice:** The copyright in the Book shall be registered with the Register of Copyrights of the United States Copyright Office within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall each have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

**10. Revenue and Author Royalty:** PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues for all printed copies of the Book that are sold and twenty-five percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps."

All royalties will be paid semiannually on the basis of cash received from net revenues of the Book adjusted for returns. Earnings will be calculated for periods ending June 30 and December 31 of each calendar year, and paid within thirty (30) days of each date of calculation.

10a. "Net revenues," as used in this AGREEMENT, refers to funds received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions paid to or withheld by distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. (In the specific case of book club sales, costs deducted include printing costs actually incurred by PUBLISHER.) PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the total amount paid to AUTHOR until that time, under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

**11. Advance Payments:** PUBLISHER shall pay AUTHOR an advance against royalties of [REDACTED] per this schedule:

- [REDACTED] ten days after receipt by PUBLISHER of four copies of this Agreement, signed by AUTHOR;
- \$400 (four hundred dollars) when manuscript and images are accepted by PUBLISHER;



- \$400 (four hundred dollars) ten days after publication of the Book.

12. **Author Copies and Purchases:** PUBLISHER will provide 20 copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books to rights grantors. AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book, plus applicable state sales tax, and shipping costs. AUTHOR agrees that these copies may not be made available for sale in competition with any sales channel of PUBLISHER. Author royalties, as defined in Section 10 of this AGREEMENT, will not be paid to AUTHOR for copies of the Book purchased by AUTHOR.

13. **Follow-on Work:** AUTHOR agrees to offer first right of refusal to PUBLISHER for the next nonfiction book proposal by either AUTHOR that is relevant to the history of Los Angeles.

14. **Indemnification:** Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

15. **Assignment:** This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of AUTHOR and the successors or assigns of PUBLISHER. PUBLISHER may assign the Agreement, but only in its entirety. AUTHOR may assign any net sums due or to become due hereunder, but may not assign any rights or obligations of this Agreement. Except in the case of death of AUTHOR, PUBLISHER must be notified by letter of any such assignment of net sums by AUTHOR. In the case of the death of any of the parties known herein as AUTHOR, the heirs, executors, or administrators of his/their estate(s) must notify PUBLISHER.

16. **Resolution of Dispute:** Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: Aug 21, 2023

By: Raddy Orlistro  
(PUBLISHER) for Angel City Press

DATED: 18 Aug 23

By:   
(Nathan Marsak)



## PUBLISHING AGREEMENT

This Publishing Agreement is entered into as of January 27, 2022 by Angel City Press, Inc., of 2118 Wilshire Blvd., Suite 880, Santa Monica, California 90403 ("PUBLISHER"), and Todd Lerew of [REDACTED] (herein referred to as "AUTHOR").

**1. The Book:** "The Book" is described as a non-fiction literary work with the working title: *The Great Los Angeles Small Museum Tour*. The final title of the Book will be determined by mutual agreement of the parties. The Book will be based on AUTHOR's submitted manuscript, which will include a maximum of 50,000 words and approximately 200 rights-cleared images.

**2. Grant of Rights:** AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including hardcover, softcover, and any form of electronic editions of the Book described in Section 1 throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in Section 3 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

**3. Licensing of Subsidiary Rights:** PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form, and in such forms as defined in Section 2, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses) shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER. PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all licensed editions and translations.

With respect to revenue derived from licensing of other printed publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a bi-annual basis. These rights are limited to foreign publications, graphic interpretations including but not limited to graphic novelization or comic books, book clubs, magazine serialization, large print editions, library editions, deluxe editions, and anthology publishing rights.

With respect to the sale of rights for audio, including but not limited to podcasts, motion picture, or television productions, the parties will share net licensing revenue as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

With respect to licensing of other rights in the Book to third parties for excerpts (whether printed or electronic), abridgment, condensation, digest adaptation, textbook, computer, and/or data storage transmission and retrieval, whether by any medium or method now known or developed in the future, parties will share the net revenue received by PUBLISHER as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

**4. Deliverables and Schedule:** On or before August 1, 2023, AUTHOR shall submit to the PUBLISHER the full original manuscript accompanying images (with captions and credit/clearance information) described in Section 1. A final hard copy of the text, including captions, will accompany the submission of the electronic file of that text, including captions. All images should be submitted in digital file form, with each individual image file labeled per the instruction of PUBLISHER and accompanied by documentation of the right to publish each image. AUTHOR will provide documentation signed by the rights holder, indicating that all rights have been cleared for reproduction of the image in all editions of the book, whether printed or electronic. AUTHOR is responsible for any fees related to rights



clearance for use of photographs and/or essays by contributors. These data files of text and images shall include any related material required in the opinion of PUBLISHER for publication of the Book.

The parties agree that acceptance of all text and images for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work by PUBLISHER. AUTHOR agrees to complete the information required by PUBLISHER to identify each image in the book, including its source and clearance for publication, and AUTHOR will attest to the accuracy of the photo credits they supply.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the original manuscript within THIRTY (30) days of receipt of the image and text files that may be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the original manuscript elsewhere, with no remaining obligation to PUBLISHER.

**5. Failure by Author:** If AUTHOR fails to complete and deliver to PUBLISHER the original manuscript as provided in Section 4 as a result of AUTHOR's breach of this Agreement, all rights in and to the submitted manuscript (text and images) shall belong to AUTHOR, subject only to reimbursement of the initial advance against royalties paid by PUBLISHER upon execution of this Agreement. If PUBLISHER is unable to complete the Book for publication for any reason attributable to AUTHOR, the rights in the edited work may be released, at PUBLISHER's discretion, upon AUTHOR's reimbursement to PUBLISHER of all advances against royalties paid to AUTHOR, as well as any out-of-pocket expenses, including but not limited to the costs of editing and graphic design of the work, incurred by PUBLISHER for the production of the Book.

**6. Failure by Publisher:** If PUBLISHER fails to publish the Book within twenty-four (24) months of acceptance of the edited manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the then edited work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, pandemics, strikes, work stoppage, loss of materials by other parties, supply-chain slowdowns, lack of cooperation by AUTHOR, or the prolonged illness or death of officers of PUBLISHER. The length of any such delay will be added to the specified twenty-four (24) month deadline, and PUBLISHER will have the right to establish a new publication date.

If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book per the extended deadline, except for breach of this Agreement by AUTHOR, PUBLISHER will, upon written request by AUTHOR, return all materials originally submitted per Section 4 to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER failed to bring out a new edition within twelve (12) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed as one off PUBLISHER's titles issued to the trade by PUBLISHER or its distributor(s).

**7. Original Work:** AUTHOR warrants that the original manuscript is original in all respects, other than quoted material and images that may have been published before but whose ownership rights are cleared for publication in the Book; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of



AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation.

AUTHOR indemnifies PUBLISHER against any copyright-infringement claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that, in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, shall share equally in the expense of any applicable deductible under PUBLISHER's insurance coverage and any claims not covered by the insurance policy.

**8. Design, Layout, and Production:** The PUBLISHER will determine the format, design, and layout of the book to best present the content to the book market and within the limitations of the manufacturing equipment and within acceptable production costs for the PUBLISHER. AUTHOR will review the stages of the layout and design and may make recommendations, and such recommendations will be considered by PUBLISHER. However, PUBLISHER retains the right to make all final decisions regarding the format, design, and layout.

**9. Copyright Registration and Notice:** The copyright in the Book shall be registered with the Register of Copyrights of the United States Copyright Office within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR. Copyright for individual photographs that appear in the book will be held by the photographer.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall each have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

**10. Revenue and Author Royalty:** PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues for all printed copies of the Book that are sold and twenty-five percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps."

All royalties will be paid semiannually on the basis of cash received from net revenues of the Book adjusted for returns. Earnings will be calculated for periods ending June 30 and December 31 of each calendar year, and paid within thirty (30) days of each date of calculation.

10a. "Net revenues," as used in this AGREEMENT, refers to funds received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions paid to or withheld by distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. (In the specific case of book club sales, costs deducted include printing costs actually incurred by PUBLISHER.) PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are



discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the total amount paid to AUTHOR until that time, under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

11. **Advance Payments:** PUBLISHER shall pay AUTHOR an advance against royalties of [REDACTED] per this schedule:

- [REDACTED] ten days after receipt by PUBLISHER of three (3) signed copies of this Agreement
- Five hundred dollars (\$500) ten days after the text of the original manuscript is approved by PUBLISHER and the images for the book are selected by AUTHOR and approved by PUBLISHER to be incorporated into the design of the Book.
- One thousand dollars (\$1,000) ten days after publication of the Book

12. **Author Copies and Purchases:** PUBLISHER will provide twenty of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books to rights grantors. AUTHOR agrees not to sell complimentary copies of the book. AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book, plus applicable state sales tax, and shipping costs. AUTHOR agrees that these copies may not be made available for sale in competition with any sales channel of PUBLISHER. Author royalties, as defined in Section 10 of this AGREEMENT, will not be paid to AUTHOR for copies of the Book purchased by AUTHOR.

13. **Follow-on Work:** AUTHOR agrees to offer first right of refusal to PUBLISHER for the next nonfiction book proposal by AUTHOR that is relevant to the history of Los Angeles.

14. **Indemnification:** Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

15. **Assignment:** This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of AUTHOR and the successors or assigns of PUBLISHER. PUBLISHER may assign the Agreement, but only in its entirety. AUTHOR may assign any net sums due or to become due hereunder, but may not assign any rights or obligations of this Agreement. Except in the case of death of AUTHOR, PUBLISHER must be notified by letter of any such assignment of net sums by AUTHOR. In the case of the death of any of the parties known herein as AUTHOR, the heirs, executors, or administrators of his/their estate(s) must notify PUBLISHER.

16. **Resolution of Dispute:** Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.




ANGEL CITY PRESS

DATED: 2/14/2022

By: Saddy Calisto  
(PUBLISHER)

DATED: 1/27/22

By:   
(AUTHOR)

**Amended Author Agreements**  
**Key Terms**

**Standardizing of Royalty Payments**

Currently the timing of the royalty payments varies by author, the new contract will standardize the schedule by which Gibbs M. Smith, Inc. will remit the royalties to the authors.

**Standard Provisions to be included**

The following Standard Provisions to be included in the amended agreements:

**PSC-2      APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to CONTRACTOR.

In any action arising out of this Contract, CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

**PSC-9(A)      TERMINATION FOR CONVENIENCE**

CITY may terminate this Contract for CITY'S convenience at any time by providing CONTRACTOR thirty days written notice. Upon receipt of the notice of termination, CONTRACTOR shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect the termination. Thereafter, CONTRACTOR shall have no further claims against CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights CITY is

entitled to, shall become CITY property upon the date of the termination. CONTRACTOR agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

**PSC-10      INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent contractor and not an agent or employee of CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of CITY.

**PSC-15      CURRENT LOS ANGELES BUSINESS TAX REGISTRATION  
CERTIFICATE REQUIRED**

For the duration of this Contract, CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

**PSC-26      MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION  
IN EMPLOYMENT**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 *et seq.*, as amended from time to time.

- A. CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and CITY. In performing this Contract, CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made apart of this Contract by reference and will be known as the “Affirmative Action Program” provisions of this Contract.

Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

**PSC-27      CHILD SUPPORT ASSIGNMENT ORDERS**

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this Contract. Failure of CONTRACTOR or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

**PSC-31      CONTRACTOR RESPONSIBILITY ORDINANCE**

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-39      LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR**

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONTRACTOR unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in

excess of the appropriated amount(s) until CITY appropriates additional funds for this Contract.

**PSC-44      COVID-19**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.