

# PublishAmerica

PublishAmerica, LLLP

POST OFFICE BOX 151

FREDERICK, MARYLAND 21705-0151

AGREEMENT made this 27<sup>th</sup> day of July 2007, between party of the first part, Don Davidson, hereinafter called the Author, and PublishAmerica, LLLP, a book publishing company with its principal office located in the State of Maryland, party of the second part, hereinafter called the Publisher.

Witnesseth:

Whereas, the Author is Proprietor of a literary work at present known as:

THE ETERNAL PERSPECTIVE: ESSAYS ON THE TRUTH OF CHRISTIANITY BY A FORMER SKEPTIC which work the Publisher agrees to produce in book form on the terms and conditions specified hereinafter;

1. The Author grants and assigns to the Publisher during a period of seven years from the date of the signing of this agreement by both parties thereto the exclusive right to produce, publish, sell or export, or cause to be produced, published, sold or exported, the above work in book form in any language or languages, in the United States of America, its Dependencies, and in Canada; and the exclusive right to arrange for the publication of the above work in book form in all foreign countries, and/or to export copies to these territories and countries. The Author and the Publisher agree that this agreement is renewable upon the date of its expiration and will remain enforceable during an additional and successive period of seven years, on the same terms and conditions as specified hereinafter, unless either party to this agreement shall decline such renewal in writing at least three months prior to the date of expiration as hereabove set forth.

2. The Publisher agrees to produce the said literary work in book form, in such format, type and style of paper, jacket and binding as will make the volume attractive and substantial-looking. It is

specifically understood and agreed, furthermore, that the said volume will contain all manuscript pages as submitted by the Author (unless otherwise designated hereinafter), and will be printed on good quality paper with the bound size to be, approximately, 5½ x 8½ or 6 x 9 inches, or any other size as the market demands.

3. The Publisher agrees to cause all copies of the said literary work to be printed as the market demands, and agrees, furthermore, to cause the copies so printed to be bound, from time to time, in sufficient quantities to supply purchasers of the said literary work therewith.

The Publisher shall pay to the Author the following royalties:

A royalty upon the regular edition sold in the United States and elsewhere of:

- 8 percent of the sales price thereof on the first 2,000 copies sold;
- 10 percent on the next 8,000 copies sold;
- 12.5 percent on all copies sold in excess of 10,000 .

4. Copyright shall be taken out in the name of Author in the United States of America, and in foreign countries as the Publisher may deem advisable.

5. The Author agrees that all the copies of the said literary work that may be used for review and/or publicity purposes, and all that the Publisher may deliver to the Author without receiving payment in money, and all that the Publisher may deliver to the Author at a discount from the regular retail price, shall not be subject to any payment to the Author.

6. If the work is authored or owned by more than one person, the word Author, as used herein, shall be deemed to include all collaborators, authors, or owners who are parties hereto, jointly and severally, and all sums payable to the Author shall be divided equally between or among them and the Publisher shall render separate accounts and make separate payments to each of them unless herein otherwise provided.

7. No payment shall be made to the Author on any copies of the said literary work that the Publisher may distribute for advertising and/or sales promotion purposes, that may be destroyed by fire and/or water or otherwise damaged or destroyed, or that may be lost in transit or in any other manner - such

