## AGREEMENT FOR BOOK PUBLISHING

THIS AGREEMENT FOR BOOK PUBLISHING ("Agreement") is entered into October \_\_, 2009, is between John Marshall Washington ("Author") who lives at 16 Purple Sage, Irvine, California and Ricasoli ("Publisher") whose address is 1 Via Condotti, Rome, Italy.

## **RECITALS**

- A. Author is a world-famous author who has just completed a book called "My Life in Brno" ("Book") which he wants to have published.
- B. Publisher is in the business of book publishing throughout the world and desires to publish Author's Book.

## AGREEMENT

- 1. <u>Agreement to Publish</u>. Publisher agrees to publish the Book on a world-wide basis using its pre-existing business model. For purposes of this Agreement, world-wide means, Europe, North American, Japan and China. Publisher agrees that the Book will be available for sale no later than February 1, 2010.
- 2. <u>Assignment of Copyrights</u>. Author hereby assigns to Publisher, all of his rights and interests in the copyrights to the Book. Author reserves the right to use the Book and its contents to write and produce a movie script and the produce with others a movie using the script. Publisher agrees that is will have no right to receive any income from any script or movie based on the script which Author develops.
- 3. Payments to Author.
- a. Advance Fee. Upon signing this Agreement, Publisher agrees to pay to Author \$1,000,000 as an advance against the royalties to be earned by Author.
- b. Royalties. For every copy of the Book sold by Publisher, Author will be paid \$1.00. Royalties are due at the end of each calendar quarter based on the number of Books sold in that quarter. Payment of quarterly royalties will be due on the 15<sup>th</sup> day after the end of each calendar quarter. Before any royalties are due to Author, Publisher shall have the right to recover the \$1,000,000 advance from any royalties due to Author. In the event sufficient Books are not sold to allow Publisher to recover the royalty advance, Author shall have no duty to repay any royalty advance.
- c. <u>Audit of Publisher's Records</u>. Author will have the right at any reasonable time to review the books and records of Publisher to confirm the number of Books sold and the royalties paid by Publisher.
- 4. <u>Promotional Tour</u>. Author and Publisher agree that the sale of the Book can be maximized by having the Author promote it on tours to major cities. The major cities are London, Prague,

Paris, Munich, Budapest, Rome, Madrid, Tokyo, Bejing, Washington, New York and Los Angeles. These tours will occur between November 2009 and January 2010. The schedule will be established by the mutual agreement of Author and Publisher. All cost and expenses of these tours will be paid for in advance by Publisher. All air travel in excess of 3 hours will be either first class or business class and all hotels will be 4 star or better.

- 5. <u>Approval of Format</u>. Author shall have the right to approve the art work, cove design and type font used in publishing the Book. The Publisher shall have the right to determine in its sole discretion all other aspects of the Book's appearance.
- 6. <u>Choice of Law and Forum</u>. Author and Publisher agree that the laws of California will govern the interpretation and enforcement of this Agreement. Author and Publisher also agree that any disputes regarding this Agreement will be brought in the courts of California and Publisher consents to the jurisdiction of the courts in California.