

NEW YORK TIMES ADVERTISING AGREEMENT

THIS AGREEMENT is made and entered into by and between Author named in the “New York Times Advertising Agreement Sign off Section” (“you”) and AuthorHouse, Inc. (“we” or “us”). The parties acknowledge that we have entered into an agreement with The New York Times (“NYT”), pursuant to which NYT has agreed to advertise works of unknown Authors. You desire to participate in the NYT program. The parties acknowledge and agree that this Agreement becomes part of the Terms and Conditions (attached hereto as Exhibit A and incorporated by reference) with respect to the Work whose title is referenced on the Sign-off Section of this Agreement and pursuant to which we have agreed to distribute the Work and perform other Services as instructed and paid for by you. Capitalized terms not defined in this Agreement will have the meanings ascribed to such terms in the Terms and Conditions unless the context indicates otherwise.

I. Eligibility and Requirements

1. Those desiring to participate in the program will be served on a “first come, first serve” basis. Thus, your chances to participate in the program will be improved if you promptly return this Agreement and comply with all program requirements.
2. Our agreement with NYT stipulates that this program is only available to unknown authors. Thus, if you are a celebrity or well-known personality, have been published by someone other than us, or have published a short story or play, you must advise us and your inclusion in the program will be subject to the approval of us and NYT, in their sole discretion. In addition, you acknowledge that NYT reserves the right to not include ads for authors that it determines do not meet its guidelines, in its sole discretion. If you withhold or provide false information to us, you will be deemed to have violated this Agreement and will be subject to the remedies set forth below and in the Terms and Conditions.
3. A member of our copywriting staff will draft the initial text for your advertisement. Your advertisement will be designed and a proof of your advertisement will be sent to you for your approval. You have the opportunity to edit or alter the existing ad text, or you may supply entirely new ad text at this time. We reserve the right, in our sole discretion, to edit or remove any obscene, scandalous or inflammatory material; correct any obvious grammar or spelling errors; and edit the text so that, along with the other Works in the ad, the ad as published is cohesive and presents us in a positive manner.
4. The ad is anticipated to appear in New York Time’s Sunday Book Review Section and is expected to appear in the next available issue after your text has been edited and approved by you; provided, however, that the ultimate timing of any ad is at the sole discretion of NYT.
5. You will pay to us the sum of _____ Dollars (\$_____) upon your execution of this Agreement.
6. You acknowledge that a NYT advertisement does not constitute, nor should be construed as, a guarantee of Work sales. You acknowledge that we have no control over the purchasing decisions of customers and will not be liable to you if your Work does not sell.

II. Process

1. After this Agreement has been executed, you should email your forty (40) words of text to our NYT Coordinator at promotions@authorhouse.com.
2. Upon receipt, we will design your portion of the ad according to these specifications:
 - (a) The ad will be black and white;
 - (b) The dimensions of your ad space will be about 4.5” x 1.5” (horizontal orientation)

3. Once we have designed the entire full-page ad, we will email or fax a copy of your portion of the ad along with an approval form for you to sign and return. Once we receive your approval your ad will be secured within the NYT ad we are currently preparing to run. If we do not receive your approval then your advertisement will be postponed until a later issue of the New York Times. The approval form will be sent to you again if we have not received a response.

III. Remedies and Limitations

1. If we violate the program requirements or otherwise breach this Agreement, you will be liable to us for any liabilities, losses and penalties sustained by us arising from such breach, including amounts claimed by NYT against us which are attributable to your breach. You acknowledge that our current agreement allows NYT to assess a penalty against us of up to Fifteen Thousand Dollars (\$15,000) for violating the program requirements.

2. If NYT refuses to include your ad or the agreement between AuthorHouse and NYT is terminated for any reason and your ad is thereby not published or if your ad is not properly transmitted by us to NYT after your approval, your sole recourse will be to receive a refund of payment. In all other respects, you hereby fully release us from any responsibility or liability to you associated with the NYT program, including as to any actions or omissions on the part of NYT or other third parties.

3. You acknowledge that a NYT advertisement does not constitute, nor should be construed as, a guarantee of Work sales. You acknowledge that we have no control over the purchasing decisions of customers and will not be liable to you if your Work does not sell.

4. Your request for these Services and the performance by us of our obligations under this Agreement will be deemed to constitute "Services" as defined in the Terms and Conditions and all of the provisions of the Terms and Conditions will apply equally to this Agreement, including, specifically, without limitation, the provisions of Sections 2 (pertaining to representations of You), 3 (pertaining to limitations of liability), 4 (pertaining to indemnification and legal disclaimers), 6 (pertaining to limitation of remedies), 7 (pertaining to breach of default and termination), 9 (pertaining to waiver), 10 (pertaining to force majeure) and 13 (pertaining to governing law, arbitration and jurisdiction). Further, the provisions of the Terms and Conditions, to the extent they generally limit our liability and otherwise protect us from liability to you, will apply to any claims by you against us. In the event of any conflict between the terms of this Agreement and the Terms and Conditions, the Terms and Conditions will be controlling and take precedence.

IV. Transmission by Author; Acceptance by AuthorHouse; Acknowledgement by Author

1. You will be bound by this Agreement upon sending an executed original of this Agreement to us at our address noted in the Terms and Conditions. Alternatively, facsimile or electronic transmission to us by you of the executed version of this Agreement will have the same force and effect as the original and will constitute your agreement to be bound by this Agreement. As to us, this Agreement will be deemed accepted by, and binding upon, us at such time as we receive confirmation that full payment from you for the Services associated with the NYT program has been received and irrevocably credited to us.

2. By signing on the next page you acknowledge that you have read, understand and approve the terms of the foregoing Agreement and agree to be bound by its provisions. Please sign and return this Agreement via facsimile at 1-812-961-1023 and email your forty (40) word text to promotions@authorhouse.com if you should care to compose your own ad text.

NEW YORK TIMES ADVERTISING AGREEMENT SIGN-OFF

By signing on this page you acknowledge that you have read, understand and approve the terms of the foregoing Agreement and agree to be bound by its provisions.

Date: _____

Legal Name of Author (printed): _____

Signature of Work's Author/Owner: _____

Work's Title: _____

Payment

_____ I have enclosed a check or money order for the total amount due (payable to "AuthorHouse").

_____ Charge my credit card for the total amount due, using the information below.

Credit Card Information: _____ Visa _____ MasterCard _____ Discover _____ American Express

Name on Card: _____ Card Number: _____

Expiration Date: _____ Signature: _____

Billing Address: _____

Copy and either mail or fax Page 3 of this document to:

AuthorHouse
1663 Liberty Drive, Suite 200
Bloomington, Indiana 47403
Toll free: 888.519.5121
For Fastest Service Fax: 812.961.1023

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