

CONTRACT

This contract is made between **Katherine Kurtz**, Holybrooke Hall, Bray, Co. Wicklow, Ireland, hereinafter referred to as the "Editor," and

Andie Horton

whose address is

*114 Eventide Dr.
Murfreesboro, TN 37130*

hereinafter referred to as the "Author."

1. Author's Grant.

The Author grants permission to include his/her story entitled

"Stonish Men"

a work of approximately 2500 words, hereinafter referred to as the Work, in an anthology tentatively titled **On Crusade: More Tales of the Knights Templar** (the "Anthology"), to be published by Warner Books (the "Publisher").

2. Rights purchased.

a) The Author hereby grants to the Editor, her successors, licensees, and assigns, the exclusive right to publish the text of the Work in the Anthology in book form in any and all editions and versions thereof. The Editor may cause the printing or publishing of the Work in the United States, its dependencies, the Philippines, and Canada, and in licensed editions of the Anthology, and may distribute or authorize others to distribute the Anthology worldwide in any and all languages throughout the World, and may use the Work, its title, and the Author's name for advertising, promotion, and publicity in connection with such editions.

The rights granted in this Subparagraph 2(a) shall become nonexclusive one year from first publication of the Warner edition of the Anthology. It is understood that the Work will not appear elsewhere until one year after the publication of this book.

b) The nonexclusive right to include a reading of the text of the Work in any audio version of the Anthology, via any means of recording.

c) The Author shall retain all other rights to the Work not specified herein.

3. Payments and Royalties.

a) For the rights granted to the Editor above, the Author will receive a payment in the sum of \$ 275,000 which will be paid within thirty (30) days of receipt by the Editor of the delivery and acceptance portion of the advance for the said Anthology.

b) Once the Anthology has earned out its advance, the Author will receive a 50/50 pro rata share of the anthology's additional earnings, if any, earnings to include all income from trade, book club, reprint, translation, and foreign sales of the Anthology, or any subsidiary rights sales income received by the Editor for this anthology. From all earnings received by the Editor, less agents' fees for representation of the anthology, fifty percent (50%) will be distributed to Authors on a pro rata basis in terms of the published word count of the Work within thirty days of Editor's receipt of said income. All other expenses other than agent's fees and advances against royalties must be met by the Editor.

c) All payments due Author hereunder shall be made by Editor. In no event shall Publisher be responsible for compensating the Author.

4. Access to Records.

In the event of Editor's failure to make timely payment, the Author may have access in person or by his/her agents or by power of attorney to all financial records of the above-named Anthology upon presentation of a copy of this agreement to the appropriate location of said records.

5. Author's Warranty and Indemnity.

The Author represents and warrants that he/she has the right to grant the rights herein granted; that the rights granted herein are free and clear; and that the Work will not violate any copyright or any other right of any third party nor be contrary to law. Author shall indemnify the Editor and the Publisher and any licensees thereof for any loss, damage, or expense (including reasonable attorneys' fees arising out of any claim inconsistent with any of the foregoing warranties and representations.

6. Author's Copies.

The Editor agrees to provide the Author with one complimentary copy of the original edition of the Anthology upon publication. The Author agrees to inform the Editor of his/her current address.

7. Changes in Title or Text.

The Editor agrees to make reasonable efforts to notify the Author in advance of any editorial changes in title and/or text of the Work, and to secure the Author's approval for any such changes whenever possible. Author agrees that such approval will not be unreasonably withheld.

8. Reversion.

In the event that the above-mentioned Anthology has not been published within 36 months of signing of this Agreement, rights revert to the Author, and the Author has the right to sell or arrange for publication of the Work in any manner, with the reservation that the Editor will have the non-exclusive right to include the above-named Work in an anthology of stories at any time in the future without paying any additional monies beyond those already paid to Author under this Agreement, and without prejudice to all other rights of the Author in this Agreement. Author is expected to make no repayment of advances if for any reason rights under this agreement have reverted to the Author.

9. Copyright.

The Editor agrees to list a proper copyright notice for the Work in the front matter of the Anthology, and to take all necessary steps to protect the Author's copyright in the United States, and in the International Copyright Union.

10. Venue.

This Agreement shall contain the sole understanding of the parties and shall be interpreted according to the laws of the State of New York, in the same manner as an agreement fully executed and performed in New York. The New York courts only will have jurisdiction over any controversies regarding this Agreement.

The parties acknowledge that each had read and understood this contract before execution. In witness whereof, the parties have executed this contract in duplicate originals on this ____ day of _____, 1997.

Author/Author's Agent (circle one) (date)

Author or Agent's Social Security or Tax Identification Number

Katherine Kurtz *July 4, 1997*
Katherine Kurtz (date)

If the Author is represented by an agent for this Agreement, please provide the name of the agent and the address to which payments should be sent:

