



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” (“Author” or “you”) and AUTHOR SOLUTIONS, INC., d/b/a AuthorHouse (“AuthorHouse” or “we”). The parties acknowledge that AuthorHouse has entered into an agreement with The New York Times (“NYT”), pursuant to which NYT has agreed to advertise works of unknown Authors. Author desires to participate in the NYT program. This Agreement is intended to be an addition to previously signed “Author Services Agreement.” Under no circumstances does this Agreement replace any part of the “Author Services Agreement.”

I. Eligibility and Requirements

1. Authors 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 Author promptly returns this Agreement and comply with all program requirements.
2. The AuthorHouse 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 AuthorHouse, or have published a short story or play, you must advise AuthorHouse and your inclusion in the program would be subject to the approval of AuthorHouse 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 AuthorHouse, you will be deemed to have violated this Agreement and will be subject to the remedies set forth below and in the Distribution Agreement.
3. A member of AuthorHouse’s copyrighting 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. AuthorHouse reserves the right, in its 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 books in the ad, the ad as published is cohesive and presents AuthorHouse 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 New York Times.
5. You will pay to AuthorHouse the sum of _____ pounds sterling (£ _____) upon your execution of this Agreement.
6. You acknowledge that a New York Times advertisement does not constitute, nor should be construed as, a guarantee of book sales. You acknowledge that AuthorHouse has no control over the purchasing decisions of customers and will not be liable to you if your book does not sell.

II. Process

1. After this Agreement has been executed, Author should email Author’s forty (40) words of text to the NYT Coordinator at AuthorHouse at promotions@authorhouse.com.
2. Upon receipt, we will design Author’s portion of the ad according to these specifications:
 - (a) The ad will be black and white;
 - (b) The dimensions of Author’s 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 Author’s portion of the ad along with an approval form for Author to sign and return. Once we receive your approval your ad will be secured within the NYT ad AuthorHouse is 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 Author violates the program requirements or otherwise breaches this Agreement, Author will be liable to AuthorHouse for any liabilities, losses and penalties sustained by AuthorHouse arising from such breach, including amounts claimed by NYT against AuthorHouse which are attributable to Author's breach. Author acknowledges that AuthorHouse' current agreement allows NYT to assess a penalty against AuthorHouse of up to Fifteen Thousand Dollars (\$15,000) for violating the program requirements.
- 2. If NYT refuses to include Author's ad or the agreement between AuthorHouse and NYT is terminated for any reason and Author's ad is thereby not published or if Author's ad is not properly transmitted by AuthorHouse to NYT after Author's approval, Author's sole recourse will be to receive a refund of payment. In all other respects, Author hereby fully releases AuthorHouse from any responsibility or liability to Author associated with the NYT program, including as to any actions or omissions on the part of NYT or other third parties.
- 3. Author acknowledges that a NYT advertisement does not constitute, nor should be construed as, a guarantee of book sales. Author acknowledges that AuthorHouse has no control over the purchasing decisions of customers and will not be liable to you if your book does not sell.
- 4. This Agreement is governed under Indiana law. Author agrees that any dispute between Author and AuthorHouse under this Agreement will be subject to the exclusive jurisdiction and venue of the Circuit Courts in Monroe County, Indiana or the Federal Court located in Indianapolis, Indiana.

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

- 1. Author will be bound by this Agreement upon sending an executed original of this Agreement to AuthorHouse at its address noted in the Distribution Agreement. Alternatively, facsimile or electronic transmission to AuthorHouse by Author of the executed version of this Agreement will have the same force and effect as the original and will constitute Author's agreement to be bound by this Agreement. As to AuthorHouse, this Agreement will be deemed accepted by, and binding upon, AuthorHouse at such time as AuthorHouse receives confirmation that full payment from Author for the services associated with the NYT program has been received and irrevocably credited to AuthorHouse.
- 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 0800 197 4151 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: _____, 20__ Signature of Work's Author/Owner: _____

Legal Name of Author (printed): _____

Work's Title: _____

AuthorHouse Sign-off

Date: _____, 20__ Signature of AuthorHouse Employee: _____

Name of Representative (printed): _____

**Copy and either mail or fax Page 2 of this document to:
AuthorHouse
500 Avebury Boulevard
Central Milton Keynes
MK9 2BE
Toll free: 0800 197 4150
For Fastest Service Fax: 0800 197 4151**