

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

January 23, 2025

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **APPROVAL OF FOUR PUBLISHING AGREEMENTS FOR THE ANGEL CITY PRESS AT THE LOS ANGELES PUBLIC LIBRARY**

A. RECOMMENDATIONS:

That the Board of Library Commissioners (Board):

1. Award publishing agreements with four authors, substantially in the form on file in the Board Office, Attachment A, for the exclusive license in the copyright of the authors' works.
2. Authorize the City Librarian and the City Attorney to make any technical and clerical changes, if needed, to the agreements.
3. Authorize the Board President and the Board Secretary to execute the four agreements upon the completion of all required approvals.
4. Adopt the attached Resolution regarding the award and execution of the four publishing agreements enclosed in Attachment A of this report, for the exclusive license in the copyright of the authors' works.

B. BACKGROUND:

1. On December 14, 2023, the Board approved a Gift Agreement to donate and transfer the rights and obligations of the Angel City Press operation to the Library and committed to continuing the legacy of Angel City Press by publishing new books that amplify the voices of local authors and preserves the stories of Los Angeles and Southern California (Library Resolution No. 2023-46 [C-37]).
2. Library staff requests that the Board approve the four publishing agreements enclosed in Attachment A of this report, for the exclusive license in the copyright of the authors' works. The agreements give the Library the exclusive right to print, publish, distribute and/or sell all editions of the literary works throughout the world, including the rights for derivative works. The author agreements also provide the Library the right to permit others to print, publish, distribute and/or sell the literary works and derivative works. The authors retain the copyright to their intellectual property.

Prepared by: Claudia Aguilar, Senior Management Analyst
Reviewed by: Madeleine M. Rackley, Library Business Manager
Susan Broman, Assistant City Librarian

Attachments

Attachment A

Angel City Press Publishing Agreements

Author	Title
Samuel Lamontagne and Darol Kay	Pan Afrikan People's Arkestra
Robert Landau	Art Deco LA
Donald J. Waldie	Elements of Los Angeles
Oliver Wang	Cruising J-Town

RESOLUTION

January 23, 2025

LIBRARY RESOLUTION NO. 2025-XX

WHEREAS, on December 14, 2023, the Board of Library Commissioners (Board) approved a Gift Agreement to accept the Angel City Press publishing operation and committed to continuing the legacy of Angel City Press by publishing new books that amplify the voices of local authors and preserves the stories of Los Angeles and Southern California; and

WHEREAS, Staff recommends to award publishing agreements to the following four authors for the exclusive license in the copyright of the authors' works.

AUTHOR

Samuel Lamontagne and Darol Kay
Robert Landau
Donald J. Waldie
Oliver Wang

TITLE

Pan Afrikan People's Arkestra
Art Deco LA
Elements of Los Angeles
Cruising J-Town

THEREFORE BE IT RESOLVED, that the Board approve the recommendations and findings in the City Librarian's Board Report for the award and execution of four publishing agreements for the exclusive license in the copyright of the authors' works; and

FURTHER RESOLVED, that the Board hereby authorizes the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the four agreements; and

FURTHER RESOLVED, Staff recommends to authorize the Board President and the Board Secretary to execute the four agreements upon the completion of all required approvals.

This is a true copy:

**PUBLISHING AGREEMENT
WITH
SAMUEL LAMONTAGNE AND DAROL KAY**

This Publishing Agreement (Agreement) is entered into by and between Samuel Lamontagne and Darol Kay (Author) and the City of Los Angeles, a municipal corporation (City), acting by and through its Board of Library Commissioners (Board). The Author and the City may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Author submitted a proposal to the Los Angeles Public Library (LAPL or Library), also known as the Library Department, to be considered for publication by Angel City Press at LAPL;

WHEREAS, on **DATE** the Board approved this Agreement between the Author and the Library (**Board Resolution No. X**); and

WHEREAS, on **DATE** the Los Angeles City Council also approved this Agreement (**Council File No. XX-XXX**).

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties agree as follows:

1.0 EFFECTIVE DATE

This Agreement shall be effective as of the date of the last required signature below.

2.0 THE BOOK

The book is a non-fiction literary work with the working title: *Pan Afrikan People's Arkestra* (Book). The final title of the Book will be determined by mutual agreement of the Parties. The Book will be based on Author's submitted and accepted manuscript, which will include a maximum of 50,000 words and approximately 350 rights-cleared images.

3.0 GRANT OF RIGHTS

The Author hereby grants to the Library during the full term of copyright and any extensions and renewals thereof the exclusive right to print, publish, distribute, and sell all editions of the Book, including hardcover, softcover, audio, and any form of electronic editions, throughout the world, in all languages, including the right to prepare, publish, distribute, and sell certain subsidiary rights therein as specified in Section 4 (Licensing of Subsidiary Rights), and the exclusive right to authorize others to print, publish, distribute, and sell the Book. All rights not granted herein are reserved to the Author.

4.0 LICENSING OF SUBSIDIARY RIGHTS

The Library shall have the exclusive right to license to other publishers outside of the United States publication rights in all languages in volume form and in such forms as defined in Section 3 (Grant of Rights), and the division of all monies received for such licenses (net of agent's commission, foreign governmental taxes, and foreign exchange charges paid for licenses) shall be 50% to the Author and 50% to the Library. The Library shall use its best efforts to provide to

the Author at least three copies of the Book as it appears in all licensed editions and translations.

With respect to revenue derived from licensing of other printed publication rights or audiobook rights in the Book to third parties, the Library agrees to pay the Author 50% of all net licensing revenue actually received on a bi-annual basis. These rights are limited to audiobooks (physical and digital editions), graphic interpretations including but not limited to graphic novelization or comic books, book clubs, magazine serialization, large print editions, library editions, deluxe editions, and anthology publishing rights.

With respect to the sale of performance rights, including but not limited to the right to use, adapt, or otherwise exploit the Book in the form of podcasts, motion pictures, television productions, online streaming video, theatrical or stage presentations, or radio programs, the Parties will share net licensing revenue as follows: 60% to the Author and 40% to the Library.

With respect to licensing of publishing rights in the Book to third parties for excerpts (whether printed or electronic), abridgment, condensation, digest adaptation, textbook, computer, networks, online computer services, and/or data storage transmission and retrieval, by any medium or method now known or developed in the future, the Parties will share the net revenue received by the Library as follows: 60% to the Author and 40% to the Library.

5.0 DELIVERABLES AND SCHEDULE

On or before January 15, 2026, the Author shall submit to the Library the full original manuscript and accompanying images (with captions and credit/clearance information), together with all agreed upon supplementary materials, such as a table of contents, bibliography, and appendices, described in Section 2 (collectively, the Manuscript). All images should be submitted in high-resolution digital form, with each individual image file labeled per the instruction of the Library and accompanied by documentation of the right to publish each image. The Author will provide documentation signed by the rights holder confirming that all rights have been cleared for reproduction of the image in all editions of the book, whether printed or electronic. The Author is responsible for obtaining written permission and payment of any fees related to rights clearance for use of photographs and/or any other third party materials. These data files of text and images shall include any related material required in the opinion of the Library for publication of the Book.

The Parties agree that acceptance of all text and images for publication shall rest in the sole discretion of the Library, not to be unreasonably withheld. The Author shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the Manuscript in a form acceptable for publication in a timeframe consistent with the requirements of the planned publication date, and agrees that compliance with the Library's requests shall not be deemed to constitute a promise of acceptance of the revised work by the Library. The Author agrees to complete the information required by the Library to identify each image in the Manuscript, including its source and clearance for publication, and the Author will attest to the accuracy of the photo credits they supply.

Within 30 days of receipt of the Manuscript, the Library will notify the Author whether the Manuscript is (1) accepted to begin the editorial process, subject to the Author's good faith obligation to cooperate with the Library with respect to written requests for revisions, or (2) rejected. If the Library rejects the Manuscript, the Library shall have the right to terminate this Agreement and the Author will be free to license the Manuscript elsewhere, with no further obligation to the Library.

6.0 FAILURE BY AUTHOR

Author's failure to complete and deliver to the Library the original Manuscript as provided in Section 5 (Deliverables and Schedule) constitutes a breach of the Agreement, in which case all rights in and to the submitted Manuscript (text and images) shall revert to the Author, subject only to reimbursement of the initial advance against royalties paid by the Library upon execution of this Agreement. If the Library is unable to complete the Book for publication for any reason attributable to the Author, the rights in the Manuscript and the edited work may be released to the Author, at the Library's discretion, upon the Author's reimbursement to the Library of all advances against royalties paid to the Author, as well as any out-of-pocket expenses, including but not limited to the costs of editing and graphic design of the work, incurred by the Library for the production of the Book.

7.0 FAILURE BY LIBRARY

Subject to the terms and conditions of this Agreement, the Library shall publish the Book in such format, style, and manner as the Library deems appropriate. If the Library fails to publish the Book within 24 months of acceptance of the edited manuscript for any reason, other than breach of this Agreement by the Author, this Agreement shall be terminated and all rights in and to the Manuscript and the then edited work shall belong to the Author.

The Library is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, pandemics, strikes, work stoppage, loss of materials by other parties, supply-chain slowdowns, lack of cooperation by the Author, or the prolonged illness or death of officers of the Library. The length of any such delay will be added to the specified 24-month deadline, and the Library will have the right to establish a new publication date.

If the Author chooses to terminate this Agreement because the Library has failed to publish the Book per the extended deadline, except for breach of this Agreement by the Author, the Library will, upon written request by the Author, return all materials originally submitted per Section 5 (Deliverables and Schedule) to the Author.

If the Book is designated "out of print" in the United States of America and the Library fails to bring out a new edition within 12 months of the Library's receipt of written request from the Author to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the Author without further notice, subject to options, licenses, or contracts previously granted to third parties prior to the date of the reversion. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States of America through normal retail channels in an English language edition

issued by the Library and listed as one of the Library's titles issued to the trade by the Library or its distributor(s).

8.0 REPRESENTATIONS AND WARRANTIES.

The Author warrants that at all times during the term of this Agreement the Author is the sole author of the Book; that the Author has the full power to enter into this Agreement; that the original Manuscript is original in all respects, other than material in the public domain, quoted material, and images that may have been published before but the ownership rights of which are cleared for publication in the Book; that it does not disclose any information that the Author is bound to keep confidential; that the Book contains no recipe, instruction, or formula that may cause harm or injury to the user; that no material in the Book violates any contract of the Author express or implied; that the Author has not previously assigned, granted, or otherwise encumbered the rights granted herein; and that, to the best of the Author's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others or constitute defamation, invasion of privacy rights of others, or violate any law or regulation.

The Library reserves the right to have the Book reviewed by counsel at the Library's expense. Author shall cooperate in the vetting process and shall make such changes to the Book as are requested by the Library's counsel, subject to Author's creative expression (as long as the required changes are incorporated). If Author and the Library's counsel are unable to reasonably agree upon the requested changes, and the Library determines that it is unable to publish the Book due to the risks of liability, Author shall return to Library any amounts advanced within 60 business days of Library's notification of Author of such determination and, upon receipt of such repayment, this Agreement shall terminate. The changes and revisions made pursuant to this paragraph will not alter or affect the warranties and indemnities contained in this Agreement.

The Author will hold the Library, its assigns, distributors, and licensees harmless against all loss, liability, damage, cost, or expense (including reasonable outside counsel fees) from any suit, claim, or demand which if sustained would constitute a breach of the foregoing representations and warranties, and agrees to indemnify the Library against any such suit, claim, or demand brought about by the publication of the Book. Each Party will give prompt notice to the other if any suit, claim, or demand is made, and the Author will cooperate with the Library, which will direct the defense thereof. In addition to the Library's other remedies, the Library may withhold payments of any sums due to the Author.

The Library agrees to purchase media liability errors and omissions insurance coverage at its expense to be effective upon publication of the Book. The Library and the Author will be covered by the terms of this policy; any further coverage desired by the Author is the responsibility of the Author. The Parties further agree that, in the event of any claim regarding the Book that results in liability against the Library and/or, Author, the Parties shall share equally in the expense of any applicable deductible under the Library's insurance coverage.

9.0 PUBLICATION.

The Library will determine the format, design, and layout (including title, subtitle, cover presentation, flap jacket copy, and publisher logo, imprint, or other identification); retail price; and all other matters of sale, distribution, advertising, and promotion of the Book to best present the content to the book market within the limitations of the manufacturing equipment and within acceptable production costs for the Library. The Author will review the stages of the layout and design and may make recommendations thereto to be considered by the Library. The Library retains the right to make all final decisions regarding the format, design, layout, and other publication details discussed in this Section.

10.0 COPYRIGHT REGISTRATION AND NOTICE

The copyright in the Book shall be registered with the Register of Copyrights of the United States Copyright Office within three months of publication of the first edition of the Book by the Library at the Library's expense, in the name of the Author. Copyright for individual photographs that appear in the book will be held by the photographer. The Library agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for subsidiary interests licensed by the Library. The Library and the Author shall each have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

11.0 ROYALTIES

The Library agrees to pay to the Author a royalty of 10% of net revenues for all printed copies of the Book that are sold and 25% of net revenues for any electronic versions of the Book or based on the Book, including e-books, digital format audiobooks, and electronic applications known as "apps."

- 11.1** Royalties will be calculated for the periods ending June 30 and December 31 of each calendar year and paid semiannually (twice per year), within 60 days of each date of calculation.
- 11.2** "Net revenues" are defined as funds received by the Library for the sale of copies of the Book, after deducting actual third-party fees and commissions paid to or withheld by distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as direct sales in countries outside the United States, shipping costs, customs fees, insurance, taxes, currency exchange discounts, and costs of collection may also be deducted from gross revenue. In the specific case of book club sales, printing costs incurred by the Library will also be deducted from gross revenue.
- 11.3** The Author may, upon at least 30 days of prior written notice to the Library, examine the Library's records relating to the Book during normal business hours under such conditions as the Library shall reasonably prescribe. If an accounting error in Book records is discovered, the Party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at Author's expense unless an error of accounting is discovered in the Author's favor which amounts to, at the time of such error, 5% or more of the total amount paid to the Author until that time, under this Agreement, in which case the Library shall pay the entire cost of the examination.

12.0 ADVANCE PAYMENT

The Library shall pay the Author an advance against royalties of \$2,000 dollars per this schedule:

12.1 \$500 (25%) shall be paid to Author 10 days after receipt by the Library of the signed Agreement.

12.2 \$1,500 (75%) shall be paid to Author 10 days after the Library accepts the Manuscript as delivered by the Author.

13.0 AUTHOR COPIES AND PURCHASES

The Library will provide 20 copies of the Book at no charge to the Author for personal use and to fulfill promises of complimentary books to rights granters. The Author agrees not to sell complimentary copies of the Book. The Author will have the right to purchase additional copies at a 50% discount from the cover price of the Book, plus applicable state sales tax and shipping costs. The Author agrees that these copies may not be made available for sale in competition with any sales channel of the Library. Royalties will not be paid to the Author for copies of the Book purchased by the Author.

14.0 OPTION

The Author agrees to offer the first right of refusal to the Library for the rights to Author's next non-fiction book that is relevant to the scope of Angel City Press at LAPL (including but not limited to the art, culture, and history of Los Angeles and Southern California). The Author shall submit to the Library a book proposal and two sample chapters, or a complete manuscript, and the Library shall notify the Author within 30 days after receipt of such proposal or manuscript, or within 30 days following the Author's delivery of the Book, whichever is later, whether it desires to publish the next book. If the Library within such period notifies the Author that it does wish to publish the next book, the Parties shall negotiate in good faith with respect to the terms of such publication. If within 90 days thereafter the Library and the Author are unable to agree on such terms, the Author may offer the rights to other publishers.

15.0 COMPETITIVE WORKS

During the first year after publication, Author shall not publish or authorize to be published, without the written permission of the Library, any full-length work on the same or similar topic of the Book intended to supplant the Book in the marketplace, or which would clearly and directly harm the sale of the Book. If Author has written or, within one year of publication of the Book, writes, a prequel or sequel based in whole or in part on the Book (with similar look, premise, feel, characters, style, and/or contents), Author shall first offer the prequel or sequel to the Library in accordance with Section 14.

16.0 ASSIGNMENT

This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of the Author and the successors or assigns of the Library. The Library may assign the Agreement, but only in its entirety. The Author may assign any net sums due or to become due hereunder, but may not assign any rights or obligations of this Agreement. The Author must notify the

Library of any such assignment by the Author. In the case of the death of the Author, the Author's heirs or the executor or administrator of the Author's estate shall notify the Library of the Author's death.

17.0 REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. The Library and the Author shall notify the other Party in writing of any changes to the following information within five working days of such change.

AUTHOR'S REPRESENTATIVE

Name: Samuel Lamontagne

Title: Author

Address: [REDACTED]

Email: [REDACTED]

Name: Darol Kay

Title: Author

Address: [REDACTED]

Email: [REDACTED]

LIBRARY'S REPRESENTATIVE

Name: Susan Broman

Title: Assistant City Librarian

Address: 630 W. 5th Street
Los Angeles, CA 90071

Mobile: (213) 228-7515

Email: sbroman@lapl.org

Formal notices, demands, and communications to be given hereunder by either Party must be transmitted by email and shall be deemed communicated as of the date transmitted.

If the name or email address of the person designated to receive the notices, demands, or communications is changed, written notice must be provided as described in this Agreement within five business days of such change.

18.0 APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each Party's performance shall comply with all applicable laws of the United States of America, the State of California, and the City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The Author shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Agreement with no additional compensation paid to the Author.

In an action arising out of this Agreement, the Author consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term, or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any federal, state, or local law or regulation, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected. The Parties agree that this Agreement supersedes and replaces all other communications between the Parties, and represents the complete and entire agreement between them regarding the Book. This Agreement shall not be subject to change or modification in whole or in part, unless in writing and signed by both Parties. No waiver of any term or condition of this Agreement or any part thereof shall be deemed a waiver of any term or condition of this Agreement or of any breach of this Agreement or any part thereof.

Whenever the term "Author" refers to more than one person, such persons will be jointly and severally responsible for all duties, obligations and covenants under this Agreement, and shall share equally in all royalties and other amounts to be paid under this Agreement, unless otherwise specified in a writing signed by all Parties.

19.0 TERMINATION FOR CONVENIENCE

The City may terminate this Agreement for the City's convenience at any time by providing the Author with 30 days of written notice. Upon receipt of the notice of termination, the Author shall immediately take action not to incur any additional obligations, costs, or expenses, except as may be necessary to terminate Author's activities. The City shall pay the Author their reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the Author to effect the termination. Thereafter, the Author shall have no further claims against the City under this Agreement.

20.0 INDEPENDENT CONTRACTOR

The Author is an independent contractor and not an agent or employee of the City. The Author shall not represent or otherwise hold out themselves or any of their directors, officers, partners, employees, or agents to be an agent or employee of the City.

21.0 LOS ANGELES BUSINESS TAX REGISTRATION CERTIFICATE

For the duration of this Agreement, the Author shall maintain a valid Business Tax Registration Certificate as required by the City's Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code (LAMC), and shall not allow the Certificate to lapse or be revoked or suspended.

22.0 MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this Agreement is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in Los Angeles Administrative Code (LAAC) Section 10.8 *et seq.*, as amended from time to time.

22.1 The Author shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Author shall not discriminate in any of their hiring or employment practices against any employee or applicant for employment because of such

person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

22.2 The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Agreement by reference.

22.3 The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the "Equal Employment Practices" provisions of this Agreement.

22.4 The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the "Affirmative Action Program" provisions of this Agreement.

22.5 Any subcontract entered into by the Author for work to be performed under this Agreement must include an identical provision.

23.0 CHILD SUPPORT ASSIGNMENT ORDERS

The Author shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the Author shall comply with all applicable state and federal employment reporting requirements. Failure of the Author to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment shall constitute a default by the Author under this Agreement. Failure of the Author to cure the default within 90 days of the notice of default will subject this Agreement to termination for breach. Any subcontract entered into by the Author for work to be performed under this Agreement must include an identical provision.

24.0 CONTRACTOR RESPONSIBILITY ORDINANCE

The Author shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

25.0 LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO AUTHOR

Notwithstanding any other provision of this Agreement, including any incorporated exhibits and attachments, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Author unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Agreement. The Author agrees that any services provided by the Author, purchases made by the Author, or expenses incurred by the Author in excess of the appropriation(s) shall be free and without charge to the City, and the City shall have no obligation to pay for the services, purchases, or expenses. The Author shall have no obligation to provide any services, provide any equipment, or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Agreement.

(SIGNATURE PAGE TO FOLLOW)

PUBLISHING AGREEMENT NO. _____

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By signing below, the signatory attests that they have no personal, financial, beneficial, or familiar interest in this contract.

By _____
VALERIE LYNNE SHAW
President
Board of Library Commissioners

By _____
SAMUEL LAMONTAGNE
Author

Date _____

Date _____

By _____
DAROL KAY
Author

Date _____

APPROVED AS TO FORM:

ATTEST:

HYDEE FELDSTEIN SOTO, City Attorney

By _____
JOSHUA M. TEMPLET
Deputy City Attorney

By _____
RAQUEL BORDEN
Secretary to the Board

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____

Date _____

**PUBLISHING AGREEMENT
WITH
ROBERT LANDAU**

This Publishing Agreement (Agreement) is entered into by and between Robert Landau (Author) and the City of Los Angeles, a municipal corporation (City), acting by and through its Board of Library Commissioners (Board). The Author and the City may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Author submitted a proposal to the Los Angeles Public Library (LAPL or Library), also known as the Library Department, to be considered for publication by Angel City Press at LAPL;

WHEREAS, on **DATE** the Board approved this Agreement between the Author and the Library (**Board Resolution No. X**); and

WHEREAS, on **DATE** the Los Angeles City Council also approved this Agreement (**Council File No. XX-XXX**).

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties agree as follows:

1.0 EFFECTIVE DATE

This Agreement shall be effective as of the date of the last required signature below.

2.0 THE BOOK

The book is a non-fiction literary work with the working title: *Art Deco LA* (Book). The final title of the Book will be determined by mutual agreement of the Parties. The Book will be based on Author's submitted and accepted manuscript, which will include a maximum of 10,000 words and approximately 200 rights-cleared images.

3.0 GRANT OF RIGHTS

The Author hereby grants to the Library during the full term of copyright and any extensions and renewals thereof the exclusive right to print, publish, distribute, and sell all editions of the Book, including hardcover, softcover, audio, and any form of electronic editions, throughout the world, in all languages, including the right to prepare, publish, distribute, and sell certain subsidiary rights therein as specified in Section 4 (Licensing of Subsidiary Rights), and the exclusive right to authorize others to print, publish, distribute, and sell the Book. All rights not granted herein are reserved to the Author.

4.0 LICENSING OF SUBSIDIARY RIGHTS

The Library shall have the exclusive right to license to other publishers outside of the United States publication rights in all languages in volume form and in such forms as defined in Section 3 (Grant of Rights), and the division of all monies received for such licenses (net of agent's commission, foreign governmental taxes, and foreign exchange charges paid for licenses) shall be 50% to the Author and 50% to the Library. The Library shall use its best efforts to provide to the Author at least three copies of the Book as it appears in all licensed editions and translations.

With respect to revenue derived from licensing of other printed publication rights or audiobook rights in the Book to third parties, the Library agrees to pay the Author 50% of all net licensing revenue actually received on a bi-annual basis. These rights are limited to audiobooks (physical and digital editions), graphic interpretations including but not limited to graphic novelization or comic books, book clubs, magazine serialization, large print editions, library editions, deluxe editions, and anthology publishing rights.

With respect to the sale of performance rights, including but not limited to the right to use, adapt, or otherwise exploit the Book in the form of podcasts, motion pictures, television productions, online streaming video, theatrical or stage presentations, or radio programs, the Parties will share net licensing revenue as follows: 60% to the Author and 40% to the Library.

With respect to licensing of publishing rights in the Book to third parties for excerpts (whether printed or electronic), abridgment, condensation, digest adaptation, textbook, computer, networks, online computer services, and/or data storage transmission and retrieval, by any medium or method now known or developed in the future, the Parties will share the net revenue received by the Library as follows: 60% to the Author and 40% to the Library.

5.0 DELIVERABLES AND SCHEDULE

On or before 30 days after the effective date of this Agreement, the Author shall submit to the Library the full original manuscript and accompanying images (with captions and credit/clearance information), together with all agreed upon supplementary materials, such as a table of contents, bibliography, and appendices, described in Section 2 (collectively, the Manuscript). All images should be submitted in high-resolution digital form, with each individual image file labeled per the instruction of the Library and accompanied by documentation of the right to publish each image. The Author will provide documentation signed by the rights holder confirming that all rights have been cleared for reproduction of the image in all editions of the book, whether printed or electronic. The Author is responsible for obtaining written permission and payment of any fees related to rights clearance for use of photographs and/or any other third party materials. These data files of text and images shall include any related material required in the opinion of the Library for publication of the Book.

The Parties agree that acceptance of all text and images for publication shall rest in the sole discretion of the Library, not to be unreasonably withheld. The Author shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the Manuscript in a form acceptable for publication in a timeframe consistent with the requirements of the planned publication date, and agrees that compliance with the Library's requests shall not be deemed to constitute a promise of acceptance of the revised work by the Library. The Author agrees to complete the information required by the Library to identify each image in the Manuscript, including its source and clearance for publication, and the Author will attest to the accuracy of the photo credits they supply.

Within 30 days of receipt of the Manuscript but no sooner than 30 days after the effective date of this Agreement (unless the Library chooses in its sole discretion

to notify Author sooner), the Library will notify the Author whether the Manuscript is (1) accepted to begin the editorial process, subject to the Author's good faith obligation to cooperate with the Library with respect to written requests for revisions, or (2) rejected. If the Library rejects the Manuscript, the Library shall have the right to terminate this Agreement and the Author will be free to license the Manuscript elsewhere, with no further obligation to the Library.

6.0 FAILURE BY AUTHOR

Author's failure to complete and deliver to the Library the original Manuscript as provided in Section 5 (Deliverables and Schedule) constitutes a breach of the Agreement, in which case all rights in and to the submitted Manuscript (text and images) shall revert to the Author, subject only to reimbursement of the initial advance against royalties paid by the Library upon execution of this Agreement. If the Library is unable to complete the Book for publication for any reason attributable to the Author, the rights in the Manuscript and the edited work may be released to the Author, at the Library's discretion, upon the Author's reimbursement to the Library of all advances against royalties paid to the Author, as well as any out-of-pocket expenses, including but not limited to the costs of editing and graphic design of the work, incurred by the Library for the production of the Book.

7.0 FAILURE BY LIBRARY

Subject to the terms and conditions of this Agreement, the Library shall publish the Book in such format, style, and manner as the Library deems appropriate. If the Library fails to publish the Book within 24 months of acceptance of the edited manuscript for any reason, other than breach of this Agreement by the Author, this Agreement shall be terminated and all rights in and to the Manuscript and the then edited work shall belong to the Author.

The Library is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, pandemics, strikes, work stoppage, loss of materials by other parties, supply-chain slowdowns, lack of cooperation by the Author, or the prolonged illness or death of officers of the Library. The length of any such delay will be added to the specified 24-month deadline, and the Library will have the right to establish a new publication date.

If the Author chooses to terminate this Agreement because the Library has failed to publish the Book per the extended deadline, except for breach of this Agreement by the Author, the Library will, upon written request by the Author, return all materials originally submitted per Section 5 (Deliverables and Schedule) to the Author.

If the Book is designated "out of print" in the United States of America and the Library fails to bring out a new edition within 12 months of the Library's receipt of written request from the Author to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the Author without further notice, subject to options, licenses, or contracts previously granted to third parties prior to the date of the reversion. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States of America through normal retail channels in an English language edition

issued by the Library and listed as one of the Library's titles issued to the trade by the Library or its distributor(s).

8.0 REPRESENTATIONS AND WARRANTIES.

The Author warrants that at all times during the term of this Agreement the Author is the sole author of the Book; that the Author has the full power to enter into this Agreement; that the original Manuscript is original in all respects, other than material in the public domain, quoted material, and images that may have been published before but the ownership rights of which are cleared for publication in the Book; that it does not disclose any information that the Author is bound to keep confidential; that the Book contains no recipe, instruction, or formula that may cause harm or injury to the user; that no material in the Book violates any contract of the Author express or implied; that the Author has not previously assigned, granted, or otherwise encumbered the rights granted herein; and that, to the best of the Author's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others or constitute defamation, invasion of privacy rights of others, or violate any law or regulation.

The Library reserves the right to have the Book reviewed by counsel at the Library's expense. Author shall cooperate in the vetting process and shall make such changes to the Book as are requested by the Library's counsel, subject to Author's creative expression (as long as the required changes are incorporated). If Author and the Library's counsel are unable to reasonably agree upon the requested changes, and the Library determines that it is unable to publish the Book due to the risks of liability, Author shall return to Library any amounts advanced within 60 business days of Library's notification of Author of such determination and, upon receipt of such repayment, this Agreement shall terminate. The changes and revisions made pursuant to this paragraph will not alter or affect the warranties and indemnities contained in this Agreement.

The Author will hold the Library, its assigns, distributors, and licensees harmless against all loss, liability, damage, cost, or expense (including reasonable outside counsel fees) from any suit, claim, or demand which if sustained would constitute a breach of the foregoing representations and warranties, and agrees to indemnify the Library against any such suit, claim, or demand brought about by the publication of the Book. Each Party will give prompt notice to the other if any suit, claim, or demand is made, and the Author will cooperate with the Library, which will direct the defense thereof. In addition to the Library's other remedies, the Library may withhold payments of any sums due to the Author.

The Library agrees to purchase media liability errors and omissions insurance coverage at its expense to be effective upon publication of the Book. The Library and the Author will be covered by the terms of this policy; any further coverage desired by the Author is the responsibility of the Author. The Parties further agree that, in the event of any claim regarding the Book that results in liability against the Library and/or, Author, the Parties shall share equally in the expense of any applicable deductible under the Library's insurance coverage.

9.0 PUBLICATION.

The Library will determine the format, design, and layout (including title, subtitle, cover presentation, flap jacket copy, and publisher logo, imprint, or other identification); retail price; and all other matters of sale, distribution, advertising, and promotion of the Book to best present the content to the book market within the limitations of the manufacturing equipment and within acceptable production costs for the Library. The Author will review the stages of the layout and design and may make recommendations thereto to be considered by the Library. The Library retains the right to make all final decisions regarding the format, design, layout, and other publication details discussed in this Section.

10.0 COPYRIGHT REGISTRATION AND NOTICE

The copyright in the Book shall be registered with the Register of Copyrights of the United States Copyright Office within three months of publication of the first edition of the Book by the Library at the Library's expense, in the name of the Author. Copyright for individual photographs that appear in the book will be held by the photographer. The Library agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for subsidiary interests licensed by the Library. The Library and the Author shall each have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

11.0 ROYALTIES

The Library agrees to pay to the Author a royalty of 10% of net revenues for all printed copies of the Book up to 10,000 units, and 15% thereafter. The Library agrees to pay the Author 25% of net revenues for any electronic versions of the Book or based on the Book, including e-books, digital format audiobooks, and electronic applications known as "apps."

- 11.1** Royalties will be calculated for the periods ending June 30 and December 31 of each calendar year and paid semiannually (twice per year), within 60 days of each date of calculation.
- 11.2** "Net revenues" are defined as funds received by the Library for the sale of copies of the Book, after deducting actual third-party fees and commissions paid to or withheld by distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as direct sales in countries outside the United States, shipping costs, customs fees, insurance, taxes, currency exchange discounts, and costs of collection may also be deducted from gross revenue. In the specific case of book club sales, printing costs incurred by the Library will also be deducted from gross revenue.
- 11.3** The Author may, upon at least 30 days of prior written notice to the Library, examine the Library's records relating to the Book during normal business hours under such conditions as the Library shall reasonably prescribe. If an accounting error in Book records is discovered, the Party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at Author's expense unless an error of accounting is discovered in the Author's favor which amounts to, at the time of such error, 5% or more of the total amount paid

to the Author until that time, under this Agreement, in which case the Library shall pay the entire cost of the examination.

12.0 ADVANCE PAYMENT

The Library shall pay the Author an advance against royalties of \$2,500 dollars per this schedule:

12.1 \$1,250 (50%) shall be paid to Author 10 days after receipt by the Library of the signed Agreement.

12.2 \$1,250 (50%) shall be paid to Author 10 days after the Library accepts the Manuscript as delivered by the Author.

13.0 AUTHOR COPIES AND PURCHASES

The Library will provide 20 copies of the Book at no charge to the Author for personal use and to fulfill promises of complimentary books to rights granters. The Author agrees not to sell complimentary copies of the Book. The Author will have the right to purchase additional copies at a 50% discount from the cover price of the Book, plus applicable state sales tax and shipping costs. The Author agrees that these copies may not be made available for sale in competition with any sales channel of the Library. Royalties will not be paid to the Author for copies of the Book purchased by the Author.

14.0 OPTION

The Author agrees to offer the first right of refusal to the Library for the rights to Author's next non-fiction book that is relevant to the scope of Angel City Press at LAPL (including but not limited to the art, culture, and history of Los Angeles and Southern California). The Author shall submit to the Library a book proposal and two sample chapters, or a complete manuscript, and the Library shall notify the Author within 30 days after receipt of such proposal or manuscript, or within 30 days following the Author's delivery of the Book, whichever is later, whether it desires to publish the next book. If the Library within such period notifies the Author that it does wish to publish the next book, the Parties shall negotiate in good faith with respect to the terms of such publication. If within 90 days thereafter the Library and the Author are unable to agree on such terms, the Author may offer the rights to other publishers.

15.0 COMPETITIVE WORKS

During the first year after publication, Author shall not publish or authorize to be published, without the written permission of the Library, any full-length work on the same or similar topic of the Book intended to supplant the Book in the marketplace, or which would clearly and directly harm the sale of the Book. If Author has written or, within one year of publication of the Book, writes, a prequel or sequel based in whole or in part on the Book (with similar look, premise, feel, characters, style, and/or contents), Author shall first offer the prequel or sequel to the Library in accordance with Section 14.

16.0 ASSIGNMENT

This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of the Author and the successors or assigns of the Library. The Library may assign the Agreement, but only in its entirety. The

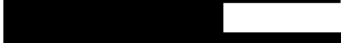
Author may assign any net sums due or to become due hereunder, but may not assign any rights or obligations of this Agreement. The Author must notify the Library of any such assignment by the Author. In the case of the death of the Author, the Author's heirs or the executor or administrator of the Author's estate shall notify the Library of the Author's death.

17.0 REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. The Library and the Author shall notify the other Party in writing of any changes to the following information within five working days of such change.

AUTHOR'S REPRESENTATIVE

Name: Robert Landau
Title: Author
Address: 

Mobile: 
Email: 

LIBRARY'S REPRESENTATIVE

Name: Susan Broman
Title: Assistant City Librarian
Address: 630 W. 5th Street
Los Angeles, CA 90071
Mobile: (213) 228-7515
Email: sbroman@lapl.org

Formal notices, demands, and communications to be given hereunder by either Party must be transmitted by email and shall be deemed communicated as of the date transmitted.

If the name or email address of the person designated to receive the notices, demands, or communications is changed, written notice must be provided as described in this Agreement within five business days of such change.

18.0 APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each Party's performance shall comply with all applicable laws of the United States of America, the State of California, and the City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The Author shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Agreement with no additional compensation paid to the Author.

In an action arising out of this Agreement, the Author consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term, or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any federal, state, or local law or regulation, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected. The Parties agree that this Agreement supersedes and replaces all other communications between the Parties, and represents the complete and entire agreement between them regarding the Book. This Agreement shall not be subject to change or modification in whole or in part, unless in writing and signed by both Parties. No waiver of any term or condition of this Agreement or any part thereof shall be deemed a waiver of any term or condition of this Agreement or of any breach of this Agreement or any part thereof.

Whenever the term "Author" refers to more than one person, such persons will be jointly and severally responsible for all duties, obligations and covenants under this Agreement, and shall share equally in all royalties and other amounts to be paid under this Agreement, unless otherwise specified in a writing signed by all Parties.

19.0 TERMINATION FOR CONVENIENCE

The City may terminate this Agreement for the City's convenience at any time by providing the Author with 30 days of written notice. Upon receipt of the notice of termination, the Author shall immediately take action not to incur any additional obligations, costs, or expenses, except as may be necessary to terminate Author's activities. The City shall pay the Author their reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the Author to effect the termination. Thereafter, the Author shall have no further claims against the City under this Agreement.

20.0 INDEPENDENT CONTRACTOR

The Author is an independent contractor and not an agent or employee of the City. The Author shall not represent or otherwise hold out themselves or any of their directors, officers, partners, employees, or agents to be an agent or employee of the City.

21.0 LOS ANGELES BUSINESS TAX REGISTRATION CERTIFICATE

For the duration of this Agreement, the Author shall maintain a valid Business Tax Registration Certificate as required by the City's Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code (LAMC), and shall not allow the Certificate to lapse or be revoked or suspended.

22.0 MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this Agreement is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in Los Angeles Administrative Code (LAAC) Section 10.8 *et seq.*, as amended from time to time.

22.1 The Author shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Author shall not discriminate in any of their hiring or employment practices against any employee or applicant for employment because of such

person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

22.2 The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Agreement by reference.

22.3 The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the "Equal Employment Practices" provisions of this Agreement.

22.4 The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the "Affirmative Action Program" provisions of this Agreement.

22.5 Any subcontract entered into by the Author for work to be performed under this Agreement must include an identical provision.

23.0 CHILD SUPPORT ASSIGNMENT ORDERS

The Author shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the Author shall comply with all applicable state and federal employment reporting requirements. Failure of the Author to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment shall constitute a default by the Author under this Agreement. Failure of the Author to cure the default within 90 days of the notice of default will subject this Agreement to termination for breach. Any subcontract entered into by the Author for work to be performed under this Agreement must include an identical provision.

24.0 CONTRACTOR RESPONSIBILITY ORDINANCE

The Author shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

25.0 LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO AUTHOR

Notwithstanding any other provision of this Agreement, including any incorporated exhibits and attachments, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Author unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Agreement. The Author agrees that any services provided by the Author, purchases made by the Author, or expenses incurred by the Author in excess of the appropriation(s) shall be free and without charge to the City, and the City shall have no obligation to pay for the services, purchases, or expenses. The Author shall have no obligation to provide any services, provide any equipment, or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Agreement.

(SIGNATURE PAGE TO FOLLOW)

PUBLISHING AGREEMENT NO. _____

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By signing below, the signatory attests that they have no personal, financial, beneficial, or familiar interest in this contract.

By _____
VALERIE LYNNE SHAW
President
Board of Library Commissioners

By _____
ROBERT LANDAU
Author

Date _____

Date _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:

By _____
JOSHUA M. TEMPLET
Deputy City Attorney

By _____
RAQUEL BORDEN
Secretary to the Board

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____

Date _____

**PUBLISHING AGREEMENT
WITH
DONALD J. WALDIE**

This Publishing Agreement (Agreement) is entered into by and between Donald J. Waldie (Author) and the City of Los Angeles, a municipal corporation (City), acting by and through its Board of Library Commissioners (Board). The Author and the City may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Author submitted a proposal to the Los Angeles Public Library (LAPL or Library), also known as the Library Department, to be considered for publication by Angel City Press at LAPL;

WHEREAS, on **DATE** the Board approved this Agreement between the Author and the Library (**Board Resolution No. X**); and

WHEREAS, on **DATE** the Los Angeles City Council also approved this Agreement (**Council File No. XX-XXX**).

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties agree as follows:

1.0 EFFECTIVE DATE

This Agreement shall be effective as of the date of the last required signature below.

2.0 THE BOOK

The book is a non-fiction literary work with the working title: *Elements of Los Angeles* (Book). The final title of the Book will be determined by mutual agreement of the Parties. The Book will be based on Author's submitted and accepted manuscript, which will include a maximum of 75,000.

3.0 GRANT OF RIGHTS

The Author hereby grants to the Library during the full term of copyright and any extensions and renewals thereof the exclusive right to print, publish, distribute, and sell all editions of the Book, including hardcover, softcover, audio, and any form of electronic editions, throughout the world, in all languages, including the right to prepare, publish, distribute, and sell certain subsidiary rights therein as specified in Section 4 (Licensing of Subsidiary Rights), and the exclusive right to authorize others to print, publish, distribute, and sell the Book. All rights not granted herein are reserved to the Author.

4.0 LICENSING OF SUBSIDIARY RIGHTS

The Library shall have the exclusive right to license to other publishers outside of the United States publication rights in all languages in volume form and in such forms as defined in Section 3 (Grant of Rights), and the division of all monies received for such licenses (net of agent's commission, foreign governmental taxes, and foreign exchange charges paid for licenses) shall be 50% to the Author and 50% to the Library. The Library shall use its best efforts to provide to the Author at least three copies of the Book as it appears in all licensed editions and translations.

With respect to revenue derived from licensing of other printed publication rights or audiobook rights in the Book to third parties, the Library agrees to pay the Author 50% of all net licensing revenue actually received on a bi-annual basis. These rights are limited to audiobooks (physical and digital editions), graphic interpretations including but not limited to graphic novelization or comic books, book clubs, magazine serialization, large print editions, library editions, deluxe editions, and anthology publishing rights.

With respect to the sale of performance rights, including but not limited to the right to use, adapt, or otherwise exploit the Book in the form of podcasts, motion pictures, television productions, online streaming video, theatrical or stage presentations, or radio programs, the Parties will share net licensing revenue as follows: 60% to the Author and 40% to the Library.

With respect to licensing of publishing rights in the Book to third parties for excerpts (whether printed or electronic), abridgment, condensation, digest adaptation, textbook, computer, networks, online computer services, and/or data storage transmission and retrieval, by any medium or method now known or developed in the future, the Parties will share the net revenue received by the Library as follows: 80% to the Author and 20% to the Library.

5.0 DELIVERABLES AND SCHEDULE

On or before 30 days after the effective date of this Agreement, the Author shall submit to the Library the full original manuscript and accompanying images (with captions and credit/clearance information), together with all agreed upon supplementary materials, such as a table of contents, bibliography, and appendices, described in Section 2 (collectively, the Manuscript). All images should be submitted in high-resolution digital form, with each individual image file labeled per the instruction of the Library and accompanied by documentation of the right to publish each image. The Author will provide documentation signed by the rights holder confirming that all rights have been cleared for reproduction of the image in all editions of the book, whether printed or electronic. The Author is responsible for obtaining written permission and payment of any fees related to rights clearance for use of photographs and/or any other third party materials. These data files of text and images shall include any related material required in the opinion of the Library for publication of the Book.

The Parties agree that acceptance of all text and images for publication shall rest in the sole discretion of the Library, not to be unreasonably withheld. The Author shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the Manuscript in a form acceptable for publication in a timeframe consistent with the requirements of the planned publication date, and agrees that compliance with the Library's requests shall not be deemed to constitute a promise of acceptance of the revised work by the Library. The Author agrees to complete the information required by the Library to identify each image in the Manuscript, including its source and clearance for publication, and the Author will attest to the accuracy of the photo credits they supply.

Within 30 days of receipt of the Manuscript but no sooner than 30 days after the effective date of this Agreement (unless the Library chooses in its sole discretion to notify Author sooner), the Library will notify the Author whether the Manuscript

is (1) accepted to begin the editorial process, subject to the Author's good faith obligation to cooperate with the Library with respect to written requests for revisions, or (2) rejected. If the Library rejects the Manuscript, the Library shall have the right to terminate this Agreement and the Author will be free to license the Manuscript elsewhere, with no further obligation to the Library.

6.0 FAILURE BY AUTHOR

Author's failure to complete and deliver to the Library the original Manuscript as provided in Section 5 (Deliverables and Schedule) constitutes a breach of the Agreement, in which case all rights in and to the submitted Manuscript (text and images) shall revert to the Author, subject only to reimbursement of the initial advance against royalties paid by the Library upon execution of this Agreement. If the Library is unable to complete the Book for publication for any reason attributable to the Author, the rights in the Manuscript and the edited work may be released to the Author, at the Library's discretion, upon the Author's reimbursement to the Library of all advances against royalties paid to the Author, as well as any out-of-pocket expenses, including but not limited to the costs of editing and graphic design of the work, incurred by the Library for the production of the Book.

7.0 FAILURE BY LIBRARY

Subject to the terms and conditions of this Agreement, the Library shall publish the Book in such format, style, and manner as the Library deems appropriate. If the Library fails to publish the Book within 24 months of acceptance of the edited manuscript for any reason, other than breach of this Agreement by the Author, this Agreement shall be terminated and all rights in and to the Manuscript and the then edited work shall belong to the Author.

The Library is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, pandemics, strikes, work stoppage, loss of materials by other parties, supply-chain slowdowns, lack of cooperation by the Author, or the prolonged illness or death of officers of the Library. The length of any such delay will be added to the specified 24-month deadline, and the Library will have the right to establish a new publication date.

If the Author chooses to terminate this Agreement because the Library has failed to publish the Book per the extended deadline, except for breach of this Agreement by the Author, the Library will, upon written request by the Author, return all materials originally submitted per Section 5 (Deliverables and Schedule) to the Author.

If the Book is designated "out of print" in the United States of America and the Library fails to bring out a new edition within 12 months of the Library's receipt of written request from the Author to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the Author without further notice, subject to options, licenses, or contracts previously granted to third parties prior to the date of the reversion. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States of America through normal retail channels in an English language edition

issued by the Library and listed as one of the Library's titles issued to the trade by the Library or its distributor(s).

8.0 REPRESENTATIONS AND WARRANTIES.

The Author warrants that at all times during the term of this Agreement the Author is the sole author of the Book; that the Author has the full power to enter into this Agreement; that the original Manuscript is original in all respects, other than material in the public domain, quoted material, and images that may have been published before but the ownership rights of which are cleared for publication in the Book; that it does not disclose any information that the Author is bound to keep confidential; that the Book contains no recipe, instruction, or formula that may cause harm or injury to the user; that no material in the Book violates any contract of the Author express or implied; that the Author has not previously assigned, granted, or otherwise encumbered the rights granted herein; and that, to the best of the Author's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others or constitute defamation, invasion of privacy rights of others, or violate any law or regulation.

The Library reserves the right to have the Book reviewed by counsel at the Library's expense. Author shall cooperate in the vetting process and shall make such changes to the Book as are requested by the Library's counsel, subject to Author's creative expression (as long as the required changes are incorporated). If Author and the Library's counsel are unable to reasonably agree upon the requested changes, and the Library determines that it is unable to publish the Book due to the risks of liability, Author shall return to Library any amounts advanced within 60 business days of Library's notification of Author of such determination and, upon receipt of such repayment, this Agreement shall terminate. The changes and revisions made pursuant to this paragraph will not alter or affect the warranties and indemnities contained in this Agreement.

The Author will hold the Library, its assigns, distributors, and licensees harmless against all loss, liability, damage, cost, or expense (including reasonable outside counsel fees) from any suit, claim, or demand which if sustained would constitute a breach of the foregoing representations and warranties, and agrees to indemnify the Library against any such suit, claim, or demand brought about by the publication of the Book. Each Party will give prompt notice to the other if any suit, claim, or demand is made, and the Author will cooperate with the Library, which will direct the defense thereof. In addition to the Library's other remedies, the Library may withhold payments of any sums due to the Author.

The Library agrees to purchase media liability errors and omissions insurance coverage at its expense to be effective upon publication of the Book. The Library and the Author will be covered by the terms of this policy; any further coverage desired by the Author is the responsibility of the Author. The Parties further agree that, in the event of any claim regarding the Book that results in liability against the Library and/or, Author, the Parties shall share equally in the expense of any applicable deductible under the Library's insurance coverage.

9.0 PUBLICATION.

The Library will determine the format, design, and layout (including title, subtitle, cover presentation, flap jacket copy, and publisher logo, imprint, or other identification); retail price; and all other matters of sale, distribution, advertising, and promotion of the Book to best present the content to the book market within the limitations of the manufacturing equipment and within acceptable production costs for the Library. The Author will review the stages of the layout and design and may make recommendations thereto to be considered by the Library. The Library retains the right to make all final decisions regarding the format, design, layout, and other publication details discussed in this Section.

10.0 COPYRIGHT REGISTRATION AND NOTICE

The copyright in the Book shall be registered with the Register of Copyrights of the United States Copyright Office within three months of publication of the first edition of the Book by the Library at the Library's expense, in the name of the Author. Copyright for individual photographs that appear in the book will be held by the photographer. The Library agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for subsidiary interests licensed by the Library. The Library and the Author shall each have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

11.0 ROYALTIES

The Library agrees to pay to the Author a royalty of 10% of net revenues for all printed copies of the Book that are sold up to 10,000 copies, and 15% thereafter. The Library agrees to pay the Author 35% of net revenues for any electronic versions of the Book or based on the Book, including e-books, digital format audiobooks, and electronic applications known as "apps."

- 11.1** Royalties will be calculated for the periods ending June 30 and December 31 of each calendar year and paid semiannually (twice per year), within 60 days of each date of calculation.
- 11.2** "Net revenues" are defined as funds received by the Library for the sale of copies of the Book, after deducting actual third-party fees and commissions paid to or withheld by distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as direct sales in countries outside the United States, shipping costs, customs fees, insurance, taxes, currency exchange discounts, and costs of collection may also be deducted from gross revenue. In the specific case of book club sales, printing costs incurred by the Library will also be deducted from gross revenue.
- 11.3** The Author may, upon at least 30 days of prior written notice to the Library, examine the Library's records relating to the Book during normal business hours under such conditions as the Library shall reasonably prescribe. If an accounting error in Book records is discovered, the Party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at Author's expense unless an error of accounting is discovered in the Author's favor which amounts to, at the time of such error, 5% or more of the total amount paid

to the Author until that time, under this Agreement, in which case the Library shall pay the entire cost of the examination.

12.0 ADVANCE PAYMENT

The Author has declined an advance payment.

13.0 AUTHOR COPIES AND PURCHASES

The Library will provide 20 copies of the Book at no charge to the Author for personal use and to fulfill promises of complimentary books to rights granters. The Author agrees not to sell complimentary copies of the Book. The Author will have the right to purchase additional copies at a 50% discount from the cover price of the Book, plus applicable state sales tax and shipping costs. The Author agrees that these copies may not be made available for sale in competition with any sales channel of the Library. Royalties will not be paid to the Author for copies of the Book purchased by the Author.

14.0 OPTION

The Author agrees to offer the first right of refusal to the Library for the rights to Author's next non-fiction book that is relevant to the scope of Angel City Press at LAPL (including but not limited to the art, culture, and history of Los Angeles and Southern California). The Author shall submit to the Library a book proposal and two sample chapters, or a complete manuscript, and the Library shall notify the Author within 30 days after receipt of such proposal or manuscript, or within 30 days following the Author's delivery of the Book, whichever is later, whether it desires to publish the next book. If the Library within such period notifies the Author that it does wish to publish the next book, the Parties shall negotiate in good faith with respect to the terms of such publication. If within 90 days thereafter the Library and the Author are unable to agree on such terms, the Author may offer the rights to other publishers.

15.0 COMPETITIVE WORKS

During the first year after publication, Author shall not publish or authorize to be published, without the written permission of the Library, any full-length work on the same or similar topic of the Book intended to supplant the Book in the marketplace, or which would clearly and directly harm the sale of the Book. If Author has written or, within one year of publication of the Book, writes, a prequel or sequel based in whole or in part on the Book (with similar look, premise, feel, characters, style, and/or contents), Author shall first offer the prequel or sequel to the Library in accordance with Section 14.

16.0 ASSIGNMENT

This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of the Author and the successors or assigns of the Library. The Library may assign the Agreement, but only in its entirety. The Author may assign any net sums due or to become due hereunder, but may not assign any rights or obligations of this Agreement. The Author must notify the Library of any such assignment by the Author. In the case of the death of the Author, the Author's heirs or the executor or administrator of the Author's estate shall notify the Library of the Author's death.

17.0 REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. The Library and the Author shall notify the other Party in writing of any changes to the following information within five working days of such change.

AUTHOR'S REPRESENTATIVE

Name: Donald J. Waldie

Title: Author

Address:

Email:

LIBRARY'S REPRESENTATIVE

Name: Susan Broman

Title: Assistant City Librarian

Address: 630 W. 5th Street
Los Angeles, CA 90071

Mobile: (213) 228-7515

Email: sbroman@lapl.org

Formal notices, demands, and communications to be given hereunder by either Party must be transmitted by email and shall be deemed communicated as of the date transmitted.

If the name or email address of the person designated to receive the notices, demands, or communications is changed, written notice must be provided as described in this Agreement within five business days of such change.

18.0 APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each Party's performance shall comply with all applicable laws of the United States of America, the State of California, and the City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The Author shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Agreement with no additional compensation paid to the Author.

In an action arising out of this Agreement, the Author consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term, or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any federal, state, or local law or regulation, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected. The Parties agree that this Agreement supersedes and replaces all other communications between the Parties, and represents the complete and entire agreement between them regarding the Book. This Agreement shall not be subject to change or modification in whole or in part, unless in writing and signed by both Parties. No waiver of any term or condition of this Agreement or any part

thereof shall be deemed a waiver of any term or condition of this Agreement or of any breach of this Agreement or any part thereof.

Whenever the term "Author" refers to more than one person, such persons will be jointly and severally responsible for all duties, obligations and covenants under this Agreement, and shall share equally in all royalties and other amounts to be paid under this Agreement, unless otherwise specified in a writing signed by all Parties.

19.0 TERMINATION FOR CONVENIENCE

The City may terminate this Agreement for the City's convenience at any time by providing the Author with 30 days of written notice. Upon receipt of the notice of termination, the Author shall immediately take action not to incur any additional obligations, costs, or expenses, except as may be necessary to terminate Author's activities. The City shall pay the Author their reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the Author to effect the termination. Thereafter, the Author shall have no further claims against the City under this Agreement.

20.0 INDEPENDENT CONTRACTOR

The Author is an independent contractor and not an agent or employee of the City. The Author shall not represent or otherwise hold out themselves or any of their directors, officers, partners, employees, or agents to be an agent or employee of the City.

21.0 LOS ANGELES BUSINESS TAX REGISTRATION CERTIFICATE

For the duration of this Agreement, the Author shall maintain a valid Business Tax Registration Certificate as required by the City's Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code (LAMC), and shall not allow the Certificate to lapse or be revoked or suspended.

22.0 MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this Agreement is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in Los Angeles Administrative Code (LAAC) Section 10.8 *et seq.*, as amended from time to time.

22.1 The Author shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Author shall not discriminate in any of their hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

22.2 The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Agreement by reference.

22.3 The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the “Equal Employment Practices” provisions of this Agreement.

22.4 The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the “Affirmative Action Program” provisions of this Agreement.

22.5 Any subcontract entered into by the Author for work to be performed under this Agreement must include an identical provision.

23.0 CHILD SUPPORT ASSIGNMENT ORDERS

The Author shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the Author shall comply with all applicable state and federal employment reporting requirements. Failure of the Author to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment shall constitute a default by the Author under this Agreement. Failure of the Author to cure the default within 90 days of the notice of default will subject this Agreement to termination for breach. Any subcontract entered into by the Author for work to be performed under this Agreement must include an identical provision.

24.0 CONTRACTOR RESPONSIBILITY ORDINANCE

The Author shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

25.0 LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO AUTHOR

Notwithstanding any other provision of this Agreement, including any incorporated exhibits and attachments, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Author unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Agreement. The Author agrees that any services provided by the Author, purchases made by the Author, or expenses incurred by the Author in excess of the appropriation(s) shall be free and without charge to the City, and the City shall have no obligation to pay for the services, purchases, or expenses. The Author shall have no obligation to provide any services, provide any equipment, or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Agreement.

(SIGNATURE PAGE TO FOLLOW)

PUBLISHING AGREEMENT NO. _____

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By signing below, the signatory attests that they have no personal, financial, beneficial, or familiar interest in this contract.

By _____
VALERIE LYNNE SHAW
President
Board of Library Commissioners

By _____
DONALD J. WALDIE
Author

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

HYDEE FELDSTEIN SOTO, City Attorney

By _____
JOSHUA M. TEMPLET
Deputy City Attorney

By _____
RAQUEL BORDEN
Secretary to the Board

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____

Date _____

**PUBLISHING AGREEMENT
WITH
OLIVER WANG**

This Publishing Agreement (Agreement) is entered into by and between Oliver Wang (Author) and the City of Los Angeles, a municipal corporation (City), acting by and through its Board of Library Commissioners (Board). The Author and the City may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Author submitted a proposal to the Los Angeles Public Library (LAPL or Library), also known as the Library Department, to be considered for publication by Angel City Press at LAPL;

WHEREAS, on **DATE** the Board approved this Agreement between the Author and the Library (**Board Resolution No. X**); and

WHEREAS, on **DATE** the Los Angeles City Council also approved this Agreement (**Council File No. XX-XXX**).

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties agree as follows:

1.0 EFFECTIVE DATE

This Agreement shall be effective as of the date of the last required signature below.

2.0 THE BOOK

The book is a non-fiction literary work with the working title: *Cruising J-Town* (Book). The final title of the Book will be determined by mutual agreement of the Parties. The Book will be based on Author's submitted and accepted manuscript, which will include a maximum of 65,000 words and approximately 200 rights-cleared images.

3.0 GRANT OF RIGHTS

The Author hereby grants to the Library during the full term of copyright and any extensions and renewals thereof the exclusive right to print, publish, distribute, and sell all editions of the Book, including hardcover, softcover, audio, and any form of electronic editions, throughout the world, in all languages, including the right to prepare, publish, distribute, and sell certain subsidiary rights therein as specified in Section 4 (Licensing of Subsidiary Rights), and the exclusive right to authorize others to print, publish, distribute, and sell the Book. All rights not granted herein are reserved to the Author.

4.0 LICENSING OF SUBSIDIARY RIGHTS

The Library shall have the exclusive right to license to other publishers outside of the United States publication rights in all languages in volume form and in such forms as defined in Section 3 (Grant of Rights), and the division of all monies received for such licenses (net of agent's commission, foreign governmental taxes, and foreign exchange charges paid for licenses) shall be 50% to the Author and 50% to the Library. The Library shall use its best efforts to provide to the Author at least three copies of the Book as it appears in all licensed editions and translations.

With respect to revenue derived from licensing of other printed publication rights or audiobook rights in the Book to third parties, the Library agrees to pay the Author 60% of all net licensing revenue actually received on a bi-annual basis. These rights are limited to audiobooks (physical and digital editions), graphic interpretations including but not limited to graphic novelization or comic books, book clubs, magazine serialization, large print editions, library editions, deluxe editions, and anthology publishing rights. If an audiobook is published, Author will have the right of final approval over the voice actor selected to perform the work.

With respect to the sale of performance rights, including but not limited to the right to use, adapt, or otherwise exploit the Book in the form of podcasts, motion pictures, television productions, online streaming video, theatrical or stage presentations, or radio programs, the Parties will share net licensing revenue as follows: 70% to the Author and 30% to the Library. The Japanese American National Museum shall be free to use the content for performance rights without fees.

With respect to licensing of publishing rights in the Book to third parties for excerpts (whether printed or electronic), abridgment, condensation, digest adaptation, textbook, computer, networks, online computer services, and/or data storage transmission and retrieval, by any medium or method now known or developed in the future, the Parties will share the net revenue received by the Library as follows: 70% to the Author and 30% to the Library.

5.0 DELIVERABLES AND SCHEDULE

On or before 30 days after the effective date of this Agreement, the Author shall submit to the Library the full original manuscript and accompanying images (with captions and credit/clearance information), together with all agreed upon supplementary materials, such as a table of contents, bibliography, and appendices, described in Section 2 (collectively, the Manuscript). All images should be submitted in high-resolution digital form, with each individual image file labeled per the instruction of the Library and accompanied by documentation of the right to publish each image. The Author will provide documentation signed by the rights holder confirming that all rights have been cleared for reproduction of the image in all editions of the book, whether printed or electronic. The Author is responsible for obtaining written permission and payment of any fees related to rights clearance for use of photographs and/or any other third party materials. These data files of text and images shall include any related material required in the opinion of the Library for publication of the Book.

The Parties agree that acceptance of all text and images for publication shall rest in the sole discretion of the Library, not to be unreasonably withheld. The Author shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the Manuscript in a form acceptable for publication in a timeframe consistent with the requirements of the planned publication date, and agrees that compliance with the Library's requests shall not be deemed to constitute a promise of acceptance of the revised work by the Library. The Author agrees to complete the information required by the Library to identify each image in the Manuscript, including its source and clearance for publication, and the Author will attest to the accuracy of the photo credits they supply.

Within 30 days of receipt of the Manuscript but no sooner than 30 days after the effective date of this Agreement (unless the Library chooses in its sole discretion to notify Author sooner), the Library will notify the Author whether the Manuscript is (1) accepted to begin the editorial process, subject to the Author's good faith obligation to cooperate with the Library with respect to written requests for revisions, or (2) rejected. If the Library rejects the Manuscript, the Library shall have the right to terminate this Agreement and the Author will be free to license the Manuscript elsewhere, with no further obligation to the Library.

6.0 FAILURE BY AUTHOR

Author's failure to complete and deliver to the Library the original Manuscript as provided in Section 5 (Deliverables and Schedule) constitutes a breach of the Agreement, in which case all rights in and to the submitted Manuscript (text and images) shall revert to the Author, subject only to reimbursement of the initial advance against royalties paid by the Library upon execution of this Agreement. If the Library is unable to complete the Book for publication for any reason attributable to the Author, the rights in the Manuscript and the edited work may be released to the Author, at the Library's discretion, upon the Author's reimbursement to the Library of all advances against royalties paid to the Author, as well as any out-of-pocket expenses, including but not limited to the costs of editing and graphic design of the work, incurred by the Library for the production of the Book.

7.0 FAILURE BY LIBRARY

Subject to the terms and conditions of this Agreement, the Library shall publish the Book in such format, style, and manner as the Library deems appropriate. If the Library fails to publish the Book within 24 months of acceptance of the edited manuscript for any reason, other than breach of this Agreement by the Author, this Agreement shall be terminated and all rights in and to the Manuscript and the then edited work shall belong to the Author.

The Library is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, pandemics, strikes, work stoppage, loss of materials by other parties, supply-chain slowdowns, lack of cooperation by the Author, or the prolonged illness or death of officers of the Library. The length of any such delay will be added to the specified 24-month deadline, and the Library will have the right to establish a new publication date.

If the Author chooses to terminate this Agreement because the Library has failed to publish the Book per the extended deadline, except for breach of this Agreement by the Author, the Library will, upon written request by the Author, return all materials originally submitted per Section 5 (Deliverables and Schedule) to the Author.

If the Book is designated "out of print" in the United States of America and the Library fails to bring out a new edition within 12 months of the Library's receipt of written request from the Author to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the Author without further notice, subject to options, licenses, or contracts previously granted to third parties prior

to the date of the reversion. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States of America through normal retail channels in an English language edition issued by the Library and listed as one of the Library's titles issued to the trade by the Library or its distributor(s).

8.0 REPRESENTATIONS AND WARRANTIES.

The Author warrants that at all times during the term of this Agreement the Author is the sole author of the Book; that the Author has the full power to enter into this Agreement; that the original Manuscript is original in all respects, other than material in the public domain, quoted material, and images that may have been published before but the ownership rights of which are cleared for publication in the Book; that it does not disclose any information that the Author is bound to keep confidential; that the Book contains no recipe, instruction, or formula that may cause harm or injury to the user; that no material in the Book violates any contract of the Author express or implied; that the Author has not previously assigned, granted, or otherwise encumbered the rights granted herein; and that, to the best of the Author's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others or constitute defamation, invasion of privacy rights of others, or violate any law or regulation.

The Library reserves the right to have the Book reviewed by counsel at the Library's expense. Author shall cooperate in the vetting process and shall make such changes to the Book as are requested by the Library's counsel, subject to Author's creative expression (as long as the required changes are incorporated). If Author and the Library's counsel are unable to reasonably agree upon the requested changes, and the Library determines that it is unable to publish the Book due to the risks of liability, Author shall return to Library any amounts advanced within 60 business days of Library's notification of Author of such determination and, upon receipt of such repayment, this Agreement shall terminate. The changes and revisions made pursuant to this paragraph will not alter or affect the warranties and indemnities contained in this Agreement.

The Author will hold the Library, its assigns, distributors, and licensees harmless against all loss, liability, damage, cost, or expense (including reasonable outside counsel fees) from any suit, claim, or demand which if sustained would constitute a breach of the foregoing representations and warranties, and agrees to indemnify the Library against any such suit, claim, or demand brought about by the publication of the Book. Each Party will give prompt notice to the other if any suit, claim, or demand is made, and the Author will cooperate with the Library, which will direct the defense thereof. In addition to the Library's other remedies, the Library may withhold payments of any sums due to the Author.

The Library agrees to purchase media liability errors and omissions insurance coverage at its expense to be effective upon publication of the Book. The Library and the Author will be covered by the terms of this policy; any further coverage desired by the Author is the responsibility of the Author. The Parties further agree that, in the event of any claim regarding the Book that results in liability against the Library and/or, Author, the Parties shall share equally in the expense of any applicable deductible under the Library's insurance coverage.

9.0 PUBLICATION.

The Library will determine the format, design, and layout (including title, subtitle, cover presentation, flap jacket copy, and publisher logo, imprint, or other identification); retail price; and all other matters of sale, distribution, advertising, and promotion of the Book to best present the content to the book market within the limitations of the manufacturing equipment and within acceptable production costs for the Library. The Author will review the stages of the layout and design and may make recommendations thereto to be considered by the Library. The Library retains the right to make all final decisions regarding the format, design, layout, and other publication details discussed in this Section.

10.0 COPYRIGHT REGISTRATION AND NOTICE

The copyright in the Book shall be registered with the Register of Copyrights of the United States Copyright Office within three months of publication of the first edition of the Book by the Library at the Library's expense, in the name of the Author. Copyright for individual photographs that appear in the book will be held by the photographer. The Library agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for subsidiary interests licensed by the Library. The Library and the Author shall each have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

11.0 ROYALTIES

The Library agrees to pay to the Author a royalty of 10% of net revenues for all printed copies of the Book that are sold and 25% of net revenues for any electronic versions of the Book or based on the Book, including e-books, digital format audiobooks, and electronic applications known as "apps."

- 11.1** Royalties will be calculated for the periods ending June 30 and December 31 of each calendar year and paid semiannually (twice per year), within 60 days of each date of calculation.
- 11.2** "Net revenues" are defined as funds received by the Library for the sale of copies of the Book, after deducting actual third-party fees and commissions paid to or withheld by distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as direct sales in countries outside the United States, shipping costs, customs fees, insurance, taxes, currency exchange discounts, and costs of collection may also be deducted from gross revenue. In the specific case of book club sales, printing costs incurred by the Library will also be deducted from gross revenue.
- 11.3** The Author may, upon at least 30 days of prior written notice to the Library, examine the Library's records relating to the Book during normal business hours under such conditions as the Library shall reasonably prescribe. If an accounting error in Book records is discovered, the Party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at Author's expense unless an error of accounting is discovered in the Author's favor which amounts to, at the time of such error, 5% or more of the total amount paid

to the Author until that time, under this Agreement, in which case the Library shall pay the entire cost of the examination.

12.0 ADVANCE PAYMENT

The Library shall not pay the Author an advance against royalties by mutual agreement of both parties.

13.0 AUTHOR COPIES AND PURCHASES

The Library will provide 35 copies of the Book at no charge to the Author for personal use and to fulfill promises of complimentary books to rights granters. The Author agrees not to sell complimentary copies of the Book. The Author will have the right to purchase additional copies at a 50% discount from the cover price of the Book, plus applicable state sales tax and shipping costs. The Author agrees that these copies may not be made available for sale in competition with any sales channel of the Library. Royalties will not be paid to the Author for copies of the Book purchased by the Author.

14.0 OPTION

The Author agrees to offer the first right of refusal to the Library for the rights to Author's next non-fiction book that is relevant to the scope of Angel City Press at LAPL (including but not limited to the art, culture, and history of Los Angeles and Southern California). The Author shall submit to the Library a book proposal and two sample chapters, or a complete manuscript, and the Library shall notify the Author within 30 days after receipt of such proposal or manuscript, or within 30 days following the Author's delivery of the Book, whichever is later, whether it desires to publish the next book. If the Library within such period notifies the Author that it does wish to publish the next book, the Parties shall negotiate in good faith with respect to the terms of such publication. If within 90 days thereafter the Library and the Author are unable to agree on such terms, the Author may offer the rights to other publishers.

15.0 COMPETITIVE WORKS

During the first year after publication, Author shall not publish or authorize to be published, without the written permission of the Library, any full-length work on the same or similar topic of the Book intended to supplant the Book in the marketplace, or which would clearly and directly harm the sale of the Book. If Author has written or, within one year of publication of the Book, writes, a prequel or sequel based in whole or in part on the Book (with similar look, premise, feel, characters, style, and/or contents), Author shall first offer the prequel or sequel to the Library in accordance with Section 14.

16.0 ASSIGNMENT

This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of the Author and the successors or assigns of the Library. The Library may assign the Agreement, but only in its entirety. The Author may assign any net sums due or to become due hereunder, but may not assign any rights or obligations of this Agreement. The Author must notify the Library of any such assignment by the Author. In the case of the death of the Author, the Author's heirs or the executor or administrator of the Author's estate shall notify the Library of the Author's death.

17.0 REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. The Library and the Author shall notify the other Party in writing of any changes to the following information within five working days of such change.

AUTHOR'S REPRESENTATIVE

Name: Oliver Wang

Title: Author

Address:

Email:

LIBRARY'S REPRESENTATIVE

Name: Susan Broman

Title: Assistant City Librarian

Address: 630 W. 5th Street
Los Angeles, CA 90071

Mobile: (213) 228-7515

Email: sbroman@lapl.org

Formal notices, demands, and communications to be given hereunder by either Party must be transmitted by email and shall be deemed communicated as of the date transmitted.

If the name or email address of the person designated to receive the notices, demands, or communications is changed, written notice must be provided as described in this Agreement within five business days of such change.

18.0 APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each Party's performance shall comply with all applicable laws of the United States of America, the State of California, and the City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The Author shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Agreement with no additional compensation paid to the Author.

In an action arising out of this Agreement, the Author consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term, or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any federal, state, or local law or regulation, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected. The Parties agree that this Agreement supersedes and replaces all other communications between the Parties, and represents the complete and entire agreement between them regarding the Book. This Agreement shall not be subject to change or modification in whole or in part, unless in writing and signed by both Parties. No waiver of any term or condition of this Agreement or any part

thereof shall be deemed a waiver of any term or condition of this Agreement or of any breach of this Agreement or any part thereof.

Whenever the term "Author" refers to more than one person, such persons will be jointly and severally responsible for all duties, obligations and covenants under this Agreement, and shall share equally in all royalties and other amounts to be paid under this Agreement, unless otherwise specified in a writing signed by all Parties.

19.0 TERMINATION FOR CONVENIENCE

The City may terminate this Agreement for the City's convenience at any time by providing the Author with 30 days of written notice. Upon receipt of the notice of termination, the Author shall immediately take action not to incur any additional obligations, costs, or expenses, except as may be necessary to terminate Author's activities. The City shall pay the Author their reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the Author to effect the termination. Thereafter, the Author shall have no further claims against the City under this Agreement.

20.0 INDEPENDENT CONTRACTOR

The Author is an independent contractor and not an agent or employee of the City. The Author shall not represent or otherwise hold out themselves or any of their directors, officers, partners, employees, or agents to be an agent or employee of the City.

21.0 LOS ANGELES BUSINESS TAX REGISTRATION CERTIFICATE

For the duration of this Agreement, the Author shall maintain a valid Business Tax Registration Certificate as required by the City's Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code (LAMC), and shall not allow the Certificate to lapse or be revoked or suspended.

22.0 MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this Agreement is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in Los Angeles Administrative Code (LAAC) Section 10.8 *et seq.*, as amended from time to time.

22.1 The Author shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Author shall not discriminate in any of their hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

22.2 The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Agreement by reference.

22.3 The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the “Equal Employment Practices” provisions of this Agreement.

22.4 The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the “Affirmative Action Program” provisions of this Agreement.

22.5 Any subcontract entered into by the Author for work to be performed under this Agreement must include an identical provision.

23.0 CHILD SUPPORT ASSIGNMENT ORDERS

The Author shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the Author shall comply with all applicable state and federal employment reporting requirements. Failure of the Author to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment shall constitute a default by the Author under this Agreement. Failure of the Author to cure the default within 90 days of the notice of default will subject this Agreement to termination for breach. Any subcontract entered into by the Author for work to be performed under this Agreement must include an identical provision.

24.0 CONTRACTOR RESPONSIBILITY ORDINANCE

The Author shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

25.0 LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO AUTHOR

Notwithstanding any other provision of this Agreement, including any incorporated exhibits and attachments, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Author unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Agreement. The Author agrees that any services provided by the Author, purchases made by the Author, or expenses incurred by the Author in excess of the appropriation(s) shall be free and without charge to the City, and the City shall have no obligation to pay for the services, purchases, or expenses. The Author shall have no obligation to provide any services, provide any equipment, or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Agreement.

(SIGNATURE PAGE TO FOLLOW)

PUBLISHING AGREEMENT NO. _____

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By signing below, the signatory attests that they have no personal, financial, beneficial, or familiar interest in this contract.

By _____
VALERIE LYNNE SHAW
President
Board of Library Commissioners

By _____
OLIVER WANG
Author

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

HYDEE FELDSTEIN SOTO, City Attorney

By _____
JOSHUA M. TEMPLET
Deputy City Attorney

By _____
RAQUEL BORDEN
Secretary to the Board

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____

Date _____