

INDEXING AGREEMENT

*Based on the American Society of Indexers Recommended Indexing Agreement
Available at <http://www.asindexing.org/site/asiagree.htm>*

This agreement is made on _____, 20__ between Nancy C. Gerth of 5046 Eureka Road, Sagle Idaho (hereafter, "Indexer"), and:

(hereafter, "Publisher").

Based upon certain preliminary discussions with the Publisher, the Indexer has agreed to perform certain indexing work as specified in Attachment A. Both parties realize that it is very important that the specifications outlined in Attachment A be agreed upon prior to the commencement of indexing work. The Publisher realizes that changes made to these specifications at a later date may result in increased charges. The Indexer realizes that late delivery of work may result in a monetary penalty specified in this contract.

Assignment of Rights

Until receipt of full payment for the indexing work, the Indexer retains all rights.

Upon receipt of full payment for the indexing work, the Indexer agrees to assign the following rights to the Publisher (both parties must initial selections below):

All rights: All original index works authored by the Indexer as a result of work performed under this Agreement shall be considered a "work made for hire" for the purposes of United States copyright laws and are the sole property of the Publisher. The Indexer assigns all rights to the Publisher, including but not limited to all paper media and electronic media rights.

All paper media rights: The rights assigned by the Indexer to all original index works authored by the Indexer as a result of work performed under this Agreement shall be limited to the reproduction of the index in paper media form. Paper media form includes, but is not limited to, the right to reprint, the world-wide right to publish in paper form, and subsidiary paper media rights.

All electronic media rights: The rights assigned by the Indexer to all original index works authored by the Indexer as a result of work performed under this Agreement shall be limited to the reproduction of the index in electronic media form. Electronic media form includes, but is not limited to, the right to reprint on magnetic disk, CD-ROM disc, or to make the index available in an online, electronic environment.

Other rights: See Attachment B.

The indexer grants the selected rights above at no additional consideration in the form of a world-wide, perpetual royalty-free license to the Publisher.

Attachment C describes the fees to be paid by the Publisher for copyright assignments.

Author Credit and Editorial Approval

The Publisher agrees to provide credit to the Indexer either on the copyright page or on the first page of the index itself.

The Publisher will not provide credit to the author of the index.

The Indexer agrees to review any editorial changes made to the index and will be available for review of index page proofs during the time period outlined in Attachment A.

The Publisher agrees to inform the Indexer of any and all changes made to any index authored by the Indexer as a result of work performed under this Agreement. The Publisher also agrees to provide the Indexer with page proofs of the index for the purpose of review by the Indexer.

Should differences result regarding editorial changes made to the index, the Publisher agrees to remove credit for the index if so requested by the Indexer.

Subcontracting

The Indexer may subcontract work performed under this Agreement under the following conditions: 1) the Indexer secures copyright to the work performed so that the Indexer is in a position to assign rights to the Publisher; and 2) the Indexer, not the Publisher, is responsible for any and all payments to the Indexer's subcontractors.

The Indexer may not subcontract work performed under this Agreement.

Payment

The Publisher shall remit a downpayment to the Indexer equal to one-half the total contract amount before commencement of work on the index. The Indexer shall invoice the Publisher for actual work performed at a rate set forth in Attachment A. The Publisher shall pay said invoices within 30 days of actual receipt.

Delivery of Work

Both parties have obligations in regard to the delivery of work. Should the delivery of page proofs to the Indexer be later than the date(s) specified in Attachment A, the delivery of the index to the Publisher may be delayed by the same number of days. Should the Indexer not deliver the work by the date specified in Attachment A, it is the Indexer's responsibility to inform the Publisher of late delivery. At its option, the Publisher may deduct 5% from the payment due to the Indexer for each business day that delivery of the index is delayed. If the delivery of page proofs to the indexer is delayed by five (5) or more business days, the indexer may terminate this contract without prejudice.

Relationship of Parties

Nothing in this Agreement shall in any way be construed to constitute the Indexer as the agent, employee, or representative of the Publisher; the Indexer shall perform her obligations as an independent contractor.

Term

The Indexer will begin work on the date of delivery of initial set of page proofs as indicated in Attachment A and, unless terminated sooner, the Agreement will end when the Indexer's services are completed.

Assignment

Neither party may assign or delegate its rights or obligations under this Agreement without the other's written consent.

Termination

Either party may terminate this Agreement by providing notice in writing to the other party no less than fourteen (14) days prior to the commencement of work. The notice of termination shall be effective upon receipt. Should the Publisher terminate this Agreement less than fourteen (14) days prior to the commencement of work as specified on Attachment A, the Indexer shall be entitled upon written request to a 15% cancellation fee based upon the maximum expected payment for work as specified in Attachment A. Should the Indexer terminate this Agreement less than fourteen (14) days prior to the commencement of work as specified on Attachment A, the Publisher shall be entitled upon written request to a 15% cancellation fee based upon the maximum expected payment for work as specified in Attachment A.

Governing Law; Severability

Idaho state law shall govern and enforce this Agreement. Any litigation or arbitration between the parties shall take place in Bonner County, Idaho. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect.

Modification

Any modification, waiver, or amendment of any provision of this contract shall be effective only if in writing and signed by both parties.

This Agreement supersedes all other agreements, whether written or oral, between the parties hereto relating to the subject matter hereof.

The parties indicated below declare that they have read, that they understand, and that they agree to abide by the terms of this agreement. This agreement has been signed by the parties in two identical copies of which each party has taken one.

INDEXER

PUBLISHER

Authorized Signature

Name: _____

Title: _____

Date: _____

Authorized Signature

Name: _____

Title: _____

Date: _____

Attachment A: Work and Payment Schedule

1. The Indexer agrees to index _____, (hereinafter “the work”), according to the following specifications:

- type of index indented or runon:
- number of columns per page:
- number of pages allowed for index:

2. The Publisher agrees to provide page proofs by _____, 2006.

The Indexer will begin indexing the work upon receipt of the page proofs along with a downpayment of _____.

3. The indexer will deliver the index on _____, 2006, in the following format:

4. The publisher will pay the indexer at a rate of \$1.35 per page number entry, or \$4.05 per page indexed, or \$50 per hour, whichever is least.

Attachment B: Other rights

The indexer grants the selected rights above at no additional consideration in the form of a world-wide, perpetual royalty-free license to the Publisher.

Attachment C: Fees to be paid by the Publisher for copyright assignments