

## **AUTHOR AGREEMENT**

THIS PUBLISHING AGREEMENT is made and entered into by and between Matthew David O'Deane (hereinafter referred to, whether one or more, and whether an author or an editor, as the "Author") and CRC Press (an imprint of Taylor & Francis LLC, a limited liability company) having its principal place of business at 6000 Broken Sound Parkway NW, Boca Raton, Florida 33487, U.S.A. (hereinafter referred to as the "Publisher").

The Publisher and the Author hereby agree as follows:

### **1. PREPARATION AND DELIVERY OF MANUSCRIPT.**

(a) The Author shall write the textual material (hereinafter called the "Manuscript") and furnish all original artwork and photographs (hereinafter called the "Illustrations"), according to Schedule A, Production Standards, attached to this Agreement, for a work (hereinafter called the "Work") tentatively titled:

#### **Gang Injunctions and Abatement: Using Civil Remedies to Curb Gang Related Crimes**

or such other title as may be determined by the Publisher in consultation with the Author.

(b) The Work shall consist of approximately 400-700 manuscript pages, approximately 160,000-280,000 words, and include approximately 50 camera-ready Illustrations to yield a completed work of approximately 300-500 printed pages. Two (2) copies of the Manuscript will be submitted to the Publisher: one (1) in an electronic form specified by the Publisher and one (1) copy of the electronic version printed on 8½" x 11" ("A4") white paper, double-spaced on one side and otherwise prepared in accordance with the Publisher's Instruction Guide for Authors, a copy of which will be delivered to the Author. The Illustrations submitted to the Publisher shall be in an electronic format or in camera-ready condition suitable for scanning, placement, or reproduction in the form specified by the Publisher. Should the Author be unable to supply a suitable electronic files for the Manuscript or the Illustrations, the Publisher will prepare a suitable version and apply those charges against the Author's royalty account.

(c) The Author agrees to deliver the electronic files of the completed Work to the Publisher on or before March 30, 2011. The Author shall retain at all times at least one (1) copy of the Manuscript and the Illustrations. As deemed necessary, the Publisher agrees to touch up, redraw or otherwise convert line drawings into an acceptable electronic format for reproduction, the reasonable cost of which will be applied against the Author's royalty account. The Publisher agrees to compile the index at no charge to the Author.

(d) The Author shall make every reasonable effort to obtain original material for the Work. In the event the material must be taken from sources in which the copyright is owned by a person or entity other than the Author or the Contributors, the Author must identify or cause to be identified all such materials. The Author shall obtain, or cause to be obtained without expense to the Publisher, from each owner of such copyrighted material, written permission to reproduce such copyrighted material in all media including electronic form in the Work and deliver a copy of each written permission to the Publisher with the completed Work. The Author shall (at the time the work is submitted) prepare, or cause to be prepared, a list setting forth the location in the Work of all material in the Work which requires permission and submit it to the Publisher along with all the written permissions on the list. The Author is responsible for any costs associated with obtaining permission grants. If permissions are not closed within one month after the manuscript is delivered and the Author is unable to obtain these permissions, the Publisher has the right to impose permission charge backs, taken against future Author Royalties to secure the permissions. Each permission that the Author is obligated to obtain under this Agreement must be as broad as with the rights obtained by the Publisher in the Work pursuant to this Agreement. The Publisher shall make available to the Author permission forms that have been approved by the Publisher. The review of such permissions by the Publisher shall not relieve the Author of his obligations under this paragraph.

### **2. MANUSCRIPT EDITING.**

The Publisher may edit the Work in accordance with the Publisher's style of capitalization, punctuation, spelling, and usage.

3. AUTHOR'S CORRECTIONS.

The Author agrees to read, correct, and promptly return within fourteen (14) days all proofs of the Work to the Publisher in accordance with the Publisher's specified schedule. Author alteration costs in excess of ten percent (10%) of the cost of the original composition, and any expenses incurred by the Publisher in the making of Illustrations replacing those originally submitted with the Work, shall be charged to the Royalty Account. In the event that correction of proofs is not returned within fourteen (14) days the Publisher shall have the right to publish the Work without the Author's approval.

4. PRODUCTION AND SALE.

The Publisher will, subject to the terms and conditions of this Agreement, publish the Work in a format and style that it deems appropriate, and: (i) except as provided in Paragraph 3 above, assume all costs of the Publisher's editing, proofreading, typesetting, lithography, engraving, printing, binding, packaging, and all other manufacturing processes, and (ii) pay all costs of promoting, advertising, and selling the Work, the extent of which shall be determined by the Publisher. The Publisher shall have the sole right to determine the price at which the Work will be sold and the manner in which it will be promoted, advertised and marketed.

5. COPYRIGHT.

The Author hereby expressly grants, transfers, and assigns to the Publisher full and exclusive rights to the Work, including, without limitation, the copyright in the Work, all revisions thereof, and the right to prepare translations and other derivative works based upon the Work in all forms and languages for the full term of copyright, and all renewals and extensions thereof, throughout the world. The Publisher's exclusive rights include, without limitation, the right to reproduce, publish, sell, and distribute copies of the Work, selections therefrom, and translations and other derivative Works based upon the Work, in print, audio-visual, electronic, or by any and all media now or hereafter known or devised, and the right to license or authorize others to do any or all of the foregoing throughout the world.

The Publisher will register copyright in the Work in the name of the Publisher in compliance with the United States Copyright Law. If the Publisher supplies artwork (including artwork for the cover of the Work), it may register copyright separately therein in a manner satisfactory to the Publisher.

6. ROYALTIES.

(a) The Publisher agrees to pay the Author, and the Author shall accept as payment in full for writing and delivering the Manuscript, Illustrations, and the Index, for the performance of all of the obligations of the Author hereunder, and for all the rights granted to the Publisher pursuant to this Agreement, the following amounts:

(b) For copies of the English language editions of the Work sold by the Publisher in the United States of America, ten percent (10%) of the Publisher's net receipts (as defined below):

(c) On translations, licensing sales, electronic database sales, excerpts, abridgments, direct response sales, deep discount sales (sales at a discount of fifty percent (50%) or greater of the Publisher's established list price of the Work), and on all sales of copies of the Work outside the United States of America, the Publisher shall pay royalties at one half (½) the rate set forth in Paragraph 6(b) above in respect of the Publisher's net receipts. In the event the Work is included in an electronic database with other works, or is otherwise exploited in combination with other works, royalties will be apportioned by Publisher in its sole discretion, exercised in good faith.

(d) In the event the Publisher exercises any of the rights of the Publisher pursuant to Paragraph 5 above and a royalty is not specifically provided for, the royalty which shall be payable to the Author shall be one-half (½) of the rate set forth in Paragraph 6(b) above in respect of the Publisher's net receipts.

(e) Notwithstanding the above, no royalty will be paid on copies of the Work furnished gratis for review, advertising, promotion, bonus, sample, or like purposes, or on copies of the Work sold at less than Publisher's cost, or on any copies returned to Publisher for any reason, or on copies of the Work sold to the Author. Free use of the rights granted herein may be made by the Publisher to promote the sale of copies of the Work and the rights therein. The Publisher may create a reasonable reserve for returns when calculating royalties.

(f) For purposes of this Agreement, the Publisher's "net receipts" from sales shall mean monies received by the Publisher from such sales less adjustments for discounts, credits and returns. Royalties will not be paid on prepaid transportation, postage, insurance and taxes. The Publisher's "net receipts" from licensing or assignment shall mean monies received by the Publisher less any specified costs of such licensing or assignment.

(g) All payments made under the terms of this Agreement will be subject to Federal income tax withholding, as required by the United States Internal Revenue Code.

(h) All royalties and other income accruing to the Author under this Agreement shall be credited to an account maintained on the records of the Publisher (the "Royalty Account"), which Royalty Account will be charged for all amounts paid or payable to Author, including any advance payments, and for all amounts Author is charged, or obligated to pay, pursuant to this Agreement.

(i) If there are several authors to this agreement the royalty due is to be apportioned as indicated.

(j) The publisher agrees to provide the Author an advance against royalties of five hundred dollars (\$500) upon receipt of an acceptable manuscript.

## 7. ACCOUNTS.

(a) The Publisher will render to the Author statements of sales made, the Publisher's net receipts, fees, and other monies received from licensing, if any. These statements will be rendered semi-annually in August of each year for the six (6) months ending as of the preceding June 30<sup>th</sup>, and in February of each year for the six (6) months ending as of the preceding December 31<sup>st</sup>. Subject to the provisions of this Agreement, the statement will be accompanied by a check for any monies shown to be due by such statement. If less than fifty dollars (\$50.00) is shown to be due in any accounting period, the Publisher may defer payment thereof until the next period in which fifty dollars (\$50.00) or more is shown to be due.

(b) If any person comprising the Author has received an overpayment of money from the Publisher or has an outstanding monetary obligation to the Publisher, whether arising out of this Agreement or any other agreement with the Publisher, the Publisher may deduct the amount of such overpayment or outstanding obligation from the Royalty Account or any sums due to such person under this Agreement.

## 8. FREE AND DISCOUNT COPIES.

Upon first publication of the Work in book form, each Author named herein shall be entitled to receive from the Publisher, without charge, ten (10) copies of the Work. The Author shall also be entitled to purchase additional copies of the Work for the Author's personal use at a discount of twenty-five percent (25%) off the suggested retail price of the Work, plus the cost of shipping and handling, while the Work remains in print. No royalties shall be paid on copies of the Work purchased by the Author.

## 9. AUTHOR'S WARRANTIES.

(a) The Author represents and warrants that the Author has the full right and authority to enter into this Agreement and to grant the rights granted to the Publisher hereunder; the Author has not previously assigned, transferred, or otherwise encumbered such rights; and the Work shall be original with Author.

(b) The Author represents and warrants that: the Work will not infringe upon any statutory or common law copyright or violate any law or government regulation; the Work will contain no matter which will be libelous or otherwise injurious or in violation of any right of privacy or any other personal or proprietary right of any third party; the Work contains no material which to the best of the Author's knowledge and belief is inaccurate, or any statement, instruction, material, or formula that involves the foreseeable risk of injury to readers or users of the Work.

(c) Should any material be submitted for publication in the Work, which in the opinion of the Publisher may result in a breach of any of the foregoing warranties, the Publisher shall have the right to publish the Work without such material or not to publish the Work at all. Nothing contained herein shall be deemed to impose upon the Publisher any duty of independent investigation, nor shall any independent investigation by the Publisher relieve the Author of the Author's obligations hereunder.

(d) The Author represents and warrants that, except as previously disclosed to the Publisher in writing, the Author has not aided in the preparation of and is not under any obligation to any other publisher or person to prepare any publication directly competitive with the Work, or which could interfere with his or her performance of this Agreement or interfere with or impair the sale of the Work.

(e) The Author and Publisher shall each promptly inform the other of any claim, demand or suit made against it in connection with the Work. The Author shall fully indemnify and hold the Publisher harmless against any loss, damage, cost, or expense (including reasonable counsel fees) that may be sustained or incurred by the Publisher by reason of any claim, demand, investigation, suit, or recovery arising out of the breach or alleged breach of any of the foregoing warranties.

(f) The Publisher shall have the right to defend any such suit through counsel of its own choice and the right to settle any such suit on such terms as the Publisher shall deem advisable; provided, however, that the Author shall not be responsible for indemnifying the Publisher for any settlement made without the Author's consent, which consent shall not be unreasonably withheld or delayed.

(g) In the event of a claim or suit against the Publisher which, if sustained, would constitute a breach of any of the Author's warranties, the Publisher shall have the right to withdraw the Work from distribution and withhold royalties that become due to the Author pursuant to this Agreement pending a final determination of such claim or suit. The Publisher shall have the right to apply any such withheld royalties to the reduction of any of the obligations of the Author to the Publisher contained in this Paragraph 9.

(h) Author's representations, warranties and indemnities as stated herein may be extended by Publisher to third party licenses and grantees and Author shall be liable thereon as if such representations, warranties and indemnities were originally made by Author to them.

(i) The provisions of this Paragraph 9 shall survive the termination of this Agreement.

#### 10. OTHER PUBLICATIONS.

The Author agrees that so long as the Work remains in print, the Author will not participate in the preparation or publication of, or allow his or her name to be used in connection with, any work which might directly compete with the Work or the exercise of any rights granted Publisher hereunder. The Author may, however, draw on and refer to material contained in the Work in preparing articles for publication in professional journals, for teaching purposes, and for delivery at professional meetings and symposia, provided appropriate credit is given to the Publisher and the Work.

#### 11. DESIGNATION AS AUTHOR.

The Publisher shall have the right to designate the Author as the author of the Work, and, if the Author be more than one, in such manner and order as the Publisher may determine in its reasonable judgment fairly reflects their relative contributions to the Work, and to use the Author's name and likeness in advertising and promoting the Work and derivative works based on the Work, and other commercial use in connection with the Work. Where there is more than one author a single author shall be designated lead author for the purpose of dealing with the Publisher.

12. IMPRINT.

The Work will be published initially under the imprint of CRC Press or such other imprint as the Publisher deems suitable for the Work.

13. REVISIONS OR NEW EDITIONS.

(a) Subject to the terms and conditions hereof, if the Publisher determines that a revision or new edition of the Work is desirable, it shall request each person comprising the Author to participate in the preparation of the revision or new edition pursuant to a schedule established by the Publisher. Each person so requested to participate shall advise the Publisher in writing within ninety (90) days whether he or she will participate in the preparation of such revision or new edition.

(b) The Publisher may select a successor to any person comprising the Author to participate in the preparation of a revision or new edition, or may designate the remaining persons comprising the Author to complete such revision or new edition, under the following circumstances: (i) the death, incapacity, or inability of any person comprising the Author to effectively participate in a timely manner pursuant to Publisher's schedule in the preparation of such revision or new edition; (ii) the failure of any person comprising the Author to advise the Publisher in writing within the specified ninety (90) day period that he or she will not participate; (iii) the failure or inability of any person comprising the Author to prepare the revision or new edition, or collaborate in its preparation, in a timely manner pursuant to the Publisher's schedule. If the failure to revise the work is due to the Author's death the Author's estate shall be entitled to 1/2 the sums which would have accrued to the Author for the revised edition if he had participated in its publication. On the following edition, the deceased Author's estate will be entitled to 1/4 of the paid royalty. Thereafter the Author's estate shall have no proprietary interest in the Work and no further rights to the accrued royalty.

(c) Any royalties or other compensation payable to any successor of a person comprising the Author in respect of any revision or new edition of the Work shall be deducted from any royalties or other compensation which may be or become due to the person or persons comprising the Author who is or are succeeded. In the event any person comprising the Author does not participate in a revision or new edition of the Work, the Publisher shall have no obligation to request such person to participate in any subsequent revision or new edition of the Work. If the nonparticipating author's contribution to the work in the new edition is substantial, he or she shall be entitled to a royalty negotiated to the satisfaction of all parties.

(d) When publishing revisions or new editions, and in the promotion thereof, the Publisher may give credit to the Author and any successor of a person comprising the Author in such order and manner which, in the judgment of the Publisher, fairly reflects their relative contributions to such revision or new edition, and, if appropriate, in the reasonable judgment of the Publisher, omit the name or names of the person or persons comprising the Author who do not participate or collaborate in such revision or new edition.

(e) All terms and conditions of this Agreement applicable to the first edition of the Work, excluding any grants and advance payments, shall apply to each revision or new edition thereof, unless otherwise provided herein.

14. OUT-OF-PRINT PROVISIONS.

If at any time, the Publisher determines that the demand for the Work is insufficient to warrant its continued publication, the Publisher may declare the Work out of print. In such event, the Author shall have the right to purchase the Publisher's stock of the Work, if any, at one-quarter (¼) of the Publisher's established list price, but not below cost. The Work will not be deemed out of print if it is on sale by the Publisher in any form permitted hereunder, or if it is under option, or if any license granted by the Publisher is outstanding.

If the Publisher declares the Work out of print, then upon the Author's written demand, the rights granted by the Author under this Agreement will revert to the Author, subject to any outstanding licenses and this Agreement will terminate, subject to such outstanding licenses, and except for Paragraph 9. If there are multiple authors under this Agreement, they will take individual ownership, in proportion to their respective shares of the royalties under this Agreement, of all rights jointly owned by them at the time of termination. The termination of this Agreement will not affect the Publisher's continuing right to sell all remaining bound copies and sheets of the Work and derivative works on hand at the time of termination.

#### 15. NON-DELIVERY OF THE WORK.

(a) The Author agrees to keep the Publisher informed of any condition or circumstance preventing the Author from delivering the materials described in, and in accordance with the provisions of, Paragraph 1 of this Agreement. In such event, or if the Author for any reason fails to deliver to the Publisher any of the materials as set forth in Paragraph 1 of this Agreement in form and content satisfactory to the Publisher by agreed upon dates, the Publisher shall have the right, upon thirty (30) days written notice to the Author, to terminate this Agreement, without any further obligation or liability to the Author (except as provided in Paragraph 15(b) below), or to engage a person or persons to provide, complete, or revise the late or unacceptable material and to charge the cost thereof (including, without limitation, compensation payable to other authors) against any sums accruing to the Author under this Agreement. The Publisher may also give appropriate credit to such other contributors to the Work.

(b) In the event that this Agreement is terminated by the Publisher pursuant to Paragraph 15(a), the Author shall return to the Publisher all payments, if any, theretofore made to the Author hereunder within one hundred and twenty (120) days of the date of termination of this Agreement, and the Publisher shall return all unpublished materials to the Author. Upon the return of any materials to the Author, or upon such termination if the Publisher has no obligation to return any materials, the parties hereto shall be released and discharged from any and all claims which either may have against the other relating to the Work, except that the Publisher does not release the Author from the Author's obligation to return to the Publisher all payments, if any, made to the Author under this Agreement. The provisions of this Paragraph 15 shall, at the option of the Publisher, apply separately to each individual comprising the Author (if there be more than one), and shall, in any event, survive the termination of this Agreement.

#### 16. GENERAL PROVISIONS.

(a) This Agreement is the entire agreement between the parties relating to the Work. It supersedes all previous oral or written representations or agreements relating to the Work and may not be modified or amended, nor may any of its terms or provisions be waived, except by a written instrument executed by the party affected by such modification, amendment, or waiver.

(b) All obligations, liabilities, warranties, and covenants of the Author pursuant to this Agreement shall be joint and several, so that each person comprising the Author shall be obligated with respect to the performance of the Author as if he or she were the sole Author.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and assigns, except that the Author's obligations may not be assigned without the Publisher's prior written consent, and any assignment without such consent shall be null and void.

(d) The Author shall, at the Publisher's cost and expense, but without any additional compensation, execute and deliver to the Publisher such further documents and instruments as the Publisher may reasonably require to carry out the transactions contemplated by this Agreement.

(e) It is agreed that the Author is for all purposes of this Agreement an independent contractor, and the Author is in no respect an agent, employee or joint venture of Publisher. The Author shall have the privilege of engaging, at the Author's own expense, such assistants as the Author may desire. Assistants shall be employed by the Author only for the Author's own account, and in no event shall any assistant or assistants be deemed to have been employed by the Publisher, or engaged by the Author for the account or on behalf of the Publisher; provided, however, that the Author shall disclose in writing to the Publisher all work of such assistants.

(f) Neither the Author nor the Publisher shall be liable, nor shall the Work be deemed out of print, because of any delay caused by acts of God, restrictions imposed by law or government regulation, shortages in supply of material or labor necessary for the preparation or production of the Work, or other similar or dissimilar acts beyond their reasonable control. In no event shall either the Author or the Publisher be liable for special, incidental, or consequential damages.

(g) The waiver of, or the failure to claim, a breach or a default under any of the provisions of this Agreement shall not be, or deemed to be, a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms of this Agreement.

(h) This Agreement, regardless of the place of its physical execution, shall in all respects be governed by and construed in accordance with the internal law, and not the law pertaining to conflicts or choice of law, of the State of Florida.

(i) Each of the parties to this Agreement hereby expressly and irrevocably agrees and consents that any suit, action, or proceeding arising out of or relating to this Agreement shall be instituted exclusively and only on a state or federal court sitting in Miami, Florida, and, by execution of this Agreement, each of the parties hereto expressly waives any objection that it may have now or hereafter to the laying of venue or to the jurisdiction of any such suit, action, or proceeding in Miami, Florida, and each of the parties to this Agreement further irrevocably, exclusively, and unconditionally submits to the personal jurisdiction of any state or federal court sitting in Miami, Florida in connection with any such suit, action or proceeding.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

\_\_\_\_\_  
AUTHOR: Matthew David O'Deane Date

Social Security No.: \_\_\_\_\_ Place of Birth: \_\_\_\_\_ Citizenship: \_\_\_\_\_

Affiliation: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_ Website: \_\_\_\_\_

Permanent Domicile: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
PUBLISHER: Richard A. O'Hanley  
Publisher, IT, Business & Security

\_\_\_\_\_  
Date

## **SCHEDULE A: Production Standards**

- Carefully follow the manual, "Welcome to Taylor & Francis: An Author's Guide to Publishing," for style and typing instructions; e.g., double-spaced manuscript pages. You should use Times Roman 12-point font and 1-inch margins on all sides. Please do not try to make the manuscript look as if it were the final book.
- Provide all permission verification forms, permission letters, and contributor agreements when sending in manuscript.
- Provide complete front matter when sending in manuscript: preface, biographies, table of contents, and list of contributors. Please be sure all information for project participants is current.
- Provide separate electronic files for text and art, and matching hard copies printed at 100%. The acceptable electronic format is compact disks (CDs). Please label each disk with the following: author name, book title, chapter numbers, software used to create the file (including the version number), and the date of creation.
- Please do not embed into the text any art objects (such as figures) from other applications.
- Provide original electronic art files (placed in separate, clearly labeled folders), drawn in an illustration program such as Adobe Illustrator, and saved (in order of preference) in one of the following acceptable formats: .ai (Adobe Illustrator), .pdf (set to the highest level of resolution), .eps, .gif, .jpg, or .tif. First-generation prints or transparencies are also acceptable.
- Unacceptable art includes scanned printed figures, halftones, grayscales, photocopies, faxes, or any printed material.
- Prepare your index from corrected page proofs, following the directions of our guides, "Inputting Your Index" and "Indexing Instructions for Authors," which will be provided by your Acquiring Editor.

*Please use any of the following acceptable software programs:*

### **TEXT, TABLES AND EQUATIONS**

- Microsoft Word
- Microsoft Excel
- PowerPoint
- MathType (Mac and PC)
- T<sub>E</sub>X or L<sub>A</sub>T<sub>E</sub>X (PC only. Use must be discussed in advance with Publisher.)

### **GRAPHICS**

Illustrator, Photoshop, Freehand (Mac and PC)

**GRAPHICS SHOULD BE SAVED IN AN .AI, .PDF, .EPS, .TIF, .GIF, OR .JPG FORMAT  
FOR PLACEMENT OR MANIPULATION**