

W I N D R I V E R P R E S S

QUOTATION FOR: Stuart & Scott Gentling
The Gentling Book of Texas Birds
902 Boland Street
Fort Worth, Texas 76107

DATE 1-28-85

DESCRIPTION	Typographical design and printing for book entitled <u>Birds and Texas</u> . Size: 22" x 28". Text to have foreword of approx. 500 words, introduction of approx. 1200 words, main text of approx. 13,000 words & commentary on each color plate of approx. 600 words with 1200 words from Audubon manuscript. Book to consist of 875 copies of 51 four-color plates and 575 copies of approximately 59 text pages in black ink.	
PRE PRESS	CUSTOMER TO FURNISH 51 color transparencies of excellent quality, text matter double-spaced, title page and copyright page text.	WIND RIVER PRESS Typographical design, color separations with proofs, printers type with galley proofs, paper, plates & presswork.
PROOFS	Separator's proofs to be sent to publisher for approval, galley proofs for text will be sent for approval.	
PAPER	Mohawk Superfine, 80 lb. cover for color plates	
PRESSWORK	Letterpress for text matter pages Offset for 51 color plates	
BINDING	No binding involved.	
PACKING & DELIVERY	Pack carefully & ship FOB collect by insured carrier to publisher's warehouse in Fort Worth. Postage/shipping of proofs to be paid by publisher.	
OTHER SPECIFICATIONS	Printer to print to his usual high standards as evidenced by samples of his printing and four-color reproductions which are attached hereto (Exhibits A, B, C, D) to both copies of this agreement.	
QUANTITIES AND PRICES	875 copies of 51 four-color plates 575 copies of some estimated 59 text pages, black ink. \$71,985	Total price of \$215,955 as a base price. Any extra work or revisions to be charged at prevailing rates, to be invoiced and payable within 30 days of occurrence. (\$62,985)
TERMS	1/3 (\$62,985) on signing of agreement, less advance payment already made; 1/3 (\$71,985) when the printer has printed the 10th set of color plates; and balance (\$71,985 plus any additional charges not invoiced, or received) prior to delivery	
WIND RIVER PRESS of final lot of plates/sheets & negatives/plates. See reverse side for terms and conditions, and printing trade customs which are made a part of this contract.		
BY _____		
David Holman DESIGN 3403 Andree TYPOGRAPHY Austin, Tx. 78724 PRINTING (512) 328-1664		
ALL QUOTATIONS ARE SUBJECT TO CONFIRMATION AFTER RECEIPT OF FINAL ART		

David Holman DESIGN 3403 Andree TYPOGRAPHY Austin, Tx. 78724 PRINTING (512) 928-1564

ALL QUOTATIONS ARE SUBJECT TO CONFIRMATION AFTER RECEIPT OF FINAL ART

1. QUOTATION: A quotation not accepted within thirty (30) days is subject to revision.

2. ORDERS: Orders regularly entered, verbal or written, cannot be cancelled except upon terms that will compensate printer against loss.

3. EXPERIMENTAL WORK: Experimental work performed at customer's request, such as sketches, drawings, composition tables, presswork and materials, will be charged for at current rates and may not be used without consent of the printer.

4. PREPARATORY WORK: Sketches, copy, dummies and all preparatory work created or furnished by the printer, shall remain his exclusive property and no use of same shall be made, nor any ideas obtained therefrom be used, except upon compensation to be determined by the printer.

5. CONDITION OF COPY: Estimates for typesetting are based on the receipt of original copy or manuscript clearly typed, double-spaced on 8 1/2" x 11" uncoated stock, one side only. Condition of copy which deviates from this standard is subject to re-estimating and pricing revised by printer at time of submission of copy, unless otherwise specified in estimate.

6. PREPARATORY MATERIALS: Art work, type, plates, color separations, negatives, positives and other items when supplied by the printer shall remain his exclusive property unless otherwise agreed in writing.

7. ALTERATIONS: Alterations represent work performed in addition to the original specifications. Such additional work shall be charged at current rates and be supported with documentation upon request.

8. PROOFS: Proofs shall be submitted with original copy. Corrections are to be made on "master set," returned marked "O.K." or "O.K. with corrections" and signed by customer. If revised proofs are desired, request must be made when proofs are returned. Printer regrets any errors that may occur through production undetected, but cannot be held responsible for errors if the work is printed per customer's O.K. or if corrections are communicated verbally. Printer will not be responsible for errors if the customer has not ordered or has refused to accept proofs or has failed to return proofs with indication of changes or has instructed printer to proceed without submission of proofs.

9. PRESS PROOFS: Unless specifically provided in printer's quotation, press proofs will be charged for at current rates. An inspection sheet of any form can be submitted for customer approval, at no charge. Provided customer is available at the press during the time of makeready. Any changes, corrections or lost press time due to customer's change of mind or delay will be charged for at current rates.

I. Escalator Clause/Additional Charges: This estimate is based on present costs of labor and materials, and is firm for a period of 30 days from the date of this proposal. Printer reserves the right to revise prices to reflect increases in labor or material costs occurring after 30 day price protection period and before time of manufacture unless otherwise specifically stated in writing.

II. Availability of Materials: In the event any raw material is not available, all possible notification will be given and a substitute will be suggested if available.

III. Materials Supplied by Customers: Paper stock or supplies furnished by the Customer shall be properly packed, free from dirt, grime, tears, bad splices, etc., and of proper quality and specifications for printer's requirements. Additional cost due to delays or impaired production on account of improper packing or quality shall be charged to the customer.

IV. Definition of Camera Ready Copy: CAMERA READY COPY Pasteups should be prepared to limit printed size. Reductions and blowups are to be clearly indicated. Pasteups must be free of cement, wax, inclusions, dirt, etc. Corner marks, trim size, lines for folding, die-cutting, scoring and perforating should be marked. Black or red ink photograph should be preferred over other colors. For work requiring more than one color of ink, color indications should be made on issue sheet placed on pasteup by numbers and be marked for cropping and reduction. Screen lines should be indicated in percentage values (i.e. 10%, 20%, 30%, etc.) A layout dummy should be furnished to show complete make up of job. Any modification in typesetting and pasteup, such as adding, eliminating or substituting copy, clean up of pasteups, reductions, enlargements, photographs, verbiage, placement of lines, dots and screens are extra. A further clarification of camera ready art is available from printer upon request.

V. Delays Caused by Customers: Prices quoted are based on straight time work. Overtime work caused by the Customer's failure to meet deadline delay in turning in copy, proofs, or other material necessary to complete the work within the time specified shall be charged for at current overtime rates, over and above the price quoted herein.

VI. Retention of Preparatory Materials/Storage of Customer's Property: Customer's material and most negatives (except for dated material) will be held in printer's custody for one year for use on future jobs. Such material will be held strictly for client convenience and printer will not be liable for its loss or damage. Customer agrees to pay, unless otherwise specified in writing, a storage fee and handling charge for release of any negatives, positives, or color separations. Mechanical and electronic charges if current rates. Unless otherwise agreed in writing, the printer's proposal does not include charge for storage of finished goods, nor for the storage of paper or other materials customer may furnish. Charges at current rates will be made for handling all paper stock and for storing stock, inlets, covers, or other materials and finished goods for the Customer.

VII. Postage and Related Disbursements: POSTAGE POLICY: Advance payment of postage is required for all orders of clients whose credit has not been

PRINTING TRADE CUSTOMS

Trade Customs have been in general use in the Printing Industry throughout the United States of America for more than 50 years. These Trade Customs have been adopted and accepted by both the Printing Industries of America (PIA) and National Association of Printers and Lithographers (NAPL).

10. COLOR PROOFING: Because of differences in equipment, paper, inks and other conditions between color proofing and production presswork operations, a reasonable variation in color between color proofs and the printed job shall constitute acceptable delivery. Special inks and proofing stones will be forwarded to customer's suppliers upon request at current rates.

11. OVER RUNS OR UNDER RUNS: Over runs or under runs not to exceed 10% on quantities ordered up to 10,000 copies and/or the percentage agreed upon over or under quantities ordered above 10,000 copies shall constitute acceptable delivery. Printer will bill for actual quantity delivered within this tolerance. If customer requires guaranteed "no less than" delivery, percentage tolerance of average must be doubled.

12. CUSTOMER'S PROPERTY: The printer will maintain fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all property belonging to the customer, while such property is in the printer's possession. Printer's liability for such property shall not exceed the amount recoverable from such insurance.

13. DELIVERY: Unless otherwise specified, the price quoted is for a single shipment, without storage. F.O.B. local customers' place of business or F.O.B. printer's platform for out-of-town customers. Proposals are based on continuous and uninterrupted delivery of complete order. Unless specifications distinctly state otherwise, charges related to delivery from customer to printer or from customer's supplier to printer are not included in any quotations unless specified. Special priority pickup or delivery service will be provided at current rates upon customer's request. Materials delivered from customer or its suppliers are verified with delivery ticket as to cartons,

packages or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and printer cannot accept liability for shortage based on supplier's tickets. Title for finished work shall pass to the customer upon delivery to carrier at shipping point or upon mailing of invoices for finished work, whichever occurs first.

14. PRODUCTION SCHEDULES: Production schedules will be established and adhered to by customer and printer, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority and acts of God or other causes beyond the control of customer or printer.

15. CUSTOMER FURNISHED MATERIALS: Paper stock, camera copy, film, color separations and other customer furnished materials shall be manufactured, packed and delivered to printer's specifications. Additional cost due to delays or impaired production caused by specification deficiencies shall be charged to the customer.

16. TERMS: Payment shall be net cash ten (10) days from date of invoice unless otherwise provided in writing. Claims for defects, damages or shortages must be made by the customer in writing within a period of thirty (30) days after delivery. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions and specifications. Printer's liability shall be limited to stated selling price of any defective goods, and shall in no event include special or consequential damages, including profits (or losses) lost. As security for payment of any sum due or to become due under terms of any Agreement, printer shall have the right, if necessary, to retain possession of and shall have a lien on all customer property in printer's possession including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptances or guarantee of payment shall not affect such security interest and lien.

17. WARRANTY AND INDEMNIFICATION: Customer does hereby warrant that the printing herein contracted does not violate any copyright or any proprietary right of any person, neither does it contain any matter which is libelous or scandalous or invades any person's right to privacy or any other personal rights. Any further, the customer shall indemnify and hold harmless the printer for any and all loss, cost, expense and damage on account of any and all manner of claims, demands, actions and proceedings that may be instituted against the printer on said above grounds, except to the extent that the printer has contributed to the matter. The customer agrees to, at the customer's own expense, promptly defend and continue the defense of such claim, demand, action or proceeding that may be brought against the printer, provided that the printer shall promptly notify the customer with respect thereto, and provided further that the printer shall give to the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.

CONDITIONS OF SALE

established. For clients whose credit has been established and is approved, we will, as a convenience, advance postage in their behalf. Since postage is cash, it is due and payable within 10 days of invoice date. Otherwise a service fee will be added to the account. Failure of client to pay postage amount within the 10 day period will serve as acceptance of service fee charge. Receipts for mailings are available from the post office at their stated fees.

VIII. Credit Terms and Legal Costs: CREDIT TERMS: All estimates and quotations are contingent upon credit approval by our company. Customers with unsatisfactory credit rating must arrange acceptable terms with our company before we will proceed with an order. Delinquent accounts will be assessed a service charge at ten percent (10%) annual rate. This will become a contractual debt that is due and collectible.

LEGAL COSTS: All expenses, including court costs and reasonable attorneys' fees, that are incurred in the enforcement or collection of this instrument, will be the responsibility of the Buyer.

IX. TAXES, TAXES AND OTHER CHARGES: In addition to the prices stated on the face hereof, Buyer shall be liable to Seller for the amount of any taxes or other charges imposed on Seller at any time by any governmental agency as a result of the manufacture, sale, shipment, delivery or use of the goods to be sold hereunder. Buyer must provide exemption certificates on goods not subject to limited sales tax (in most cases this needs to be completed only on initial order in the form of a blanket exemption certificate).

X. Sub-Contracting: All work shall be done by Printer or any sub-contractor of Printer in a first class manner and in accordance with specifications. Printer agrees that the quality of its performance and the performance of any Printer sub-contractor hereunder shall accord with good commercial quality.

XI. Rights of Refusal: The Customer or Purchaser agrees that the Printer may refuse to print any copy, photograph, or illustrations of any kind that in his sole judgment he believes is an invasion of privacy, is degrading, libelous, unlawful, profane, obscene, pornographic, tends to ridicule or embarrass, or is in bad taste.

XII. Advertising and Display Privilege: PRINTS AND SAMPLES: Printer has the privilege of displaying samples of the work for advertising purposes and the right to inform their name on the work.

XIII. Final Approval: The Manufacturing Proposal together with all schedules now and hereafter annexed hereto and made a part hereof shall constitute the entire contract between the parties hereto and to be binding on Printer must be signed by its representative, and to be binding upon Buyer must be signed by Buyer or a duly authorized agent.

XIV. Binding Arbitration: All controversies or claims arising out of or relating to any contract, order, or other document entered into by the printer and the customer shall be resolved by arbitration. The arbitration shall be held in the material specified on the reverse side of this form, any amendment thereto or the transaction contemplated thereby shall be submitted to and settled by arbitration in Austin, Texas in accordance with the rules, regulations and procedures of the American Arbitration Association then in force. Judgement

upon the award of the arbitrator may be entered in any court having jurisdiction hereof. Provided, however, nothing herein contained shall preclude litigation by Seller for the enforcement of the payment obligations under this order and/or realization upon any assets of the customer, as to which Buyer hereby submits to the jurisdiction of the Texas courts.

XV. Bankruptcy: In the event Customer files a petition in bankruptcy or if a petition in bankruptcy is filed against the Customer, or if Customer is actually required to make assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law, or if Customer discontinues its business or if a receiver is appointed for it or its business, this agreement shall terminate automatically upon the occurrence of any such event and all sums owing Printer shall then be immediately due and payable, but termination of this agreement by reasons of this case shall not relieve Customer of any obligation to Printer remaining unfulfilled on date of such termination.

WE HAVE READ AND UNDERSTAND THE PROPOSED SPECIFICATIONS, TRADE CUSTOMS, AND CONDITIONS OF SALE, ALL OF WHICH CONSTITUTE THE TERM OF THE CONTRACT BETWEEN OURSELVES AND David Holman, and HEREBY AWARD THIS PRINTING CONTRACT, BASED ON THE ABOVE TERMS, TO HIM. WE FURTHER WARRANT THAT THE PRINTING HEREBY CONTRACTED FOR DOES NOT VIOLATE ANY COPYRIGHT, TRADE OR SERVICE MARK LAWS AS SET FORTH IN PARAGRAPH 17 UNDER PRINTING TRADE CUSTOMS ABOVE.

Authorized Company Representative

Title

Signature

Date

PERSONAL GUARANTEE: THE UNDERSIGNED DOES, ON BEHALF OF THE COMPANY ABOVE NAMED, HEREBY GUARANTEE THE PERFORMANCE AND FULFILLMENT OF THE TERMS OF THIS CONTRACT INCLUDING BUT NOT LIMITED TO THE PAYMENT OF THE CONTRACT PRICE AS SET FORTH ABOVE.

ADDENDUM TO Standard Printer's Contract

- no. 6 Transparancies, co^lor separations, negatives, and plates shall be the property of the publisher : after the final payment has been received by the printer.

- no. 8 add paragraph

There would be additional charges for any extra separations /hand etching caused by difficulties with transparencies. And any transparency which would cause the printer to run more than four colors would incur an extra charge. Postage/shipping charges for all proofs will be paid by publisher.

Add to end of no. 13 or place as 1st sentence.

- no. 13. Delivery will be made F.O.B printers shop in lots and shipped collect by insured commercial carrier.

16. Terms. Use in place of 1st sentence:

Payments shall be net cash upon presenting invoices as follows:

- 1/3 (One third) on signing of contract \$71,985
(Less \$9000. advance payment making
amount at signing \$62,985)
- 1/3 payment when the printer has printed the 10th set of color plates. \$71,985.
- 1/3 payment when remaining portion of printed work is completed, F.O.B. printers building, with payment to printer prior to shipment. Color separations, negatives, and plates shipped with final lot of printed sheets. \$71,985.

CONDITIONS OF SALE

VI. Cancel

XI Cancel

XII Cancel

TERM INSURANCE: The printer, David Holman, will purchase a term life policy in the amount of \$200,000 with the Publisher as sole owner & beneficiary for a period to cover the printing of the Book; and the Publisher, Stuart C Gentling shall purchase a term life policy in the amount of \$140,000 with David Holman as sole owner & beneficiary for a period to cover the printing of the book.