

2625 Wailingwood Drive, Suite 301  
Austin, TX 78748  
Phone: (512) 306-0235  
Fax: (512) 306-0235

# Fax

To: Stuart Gentling From: Cathrina Gaybrook  
Fax: (817) 732-5498 Pages: 7  
Phone: (817) 732-4427 Date: 6-16-99  
Re: Shannon Davis Cn:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Please Note:

Stuart

Here is our contract w/ Shannon Davis  
please review + let us know if you agree  
w/ the terms.

Also, you should find an invoice.  
Please verify + confirm that all work  
said to have been done has taken  
place.

Please call @ 2:45 or 3:00 p.m.  
today. Thank you.

RECEIVED JUN 10 1999

SHANNON DAVIES  
1438 CIRCLE RIDGE DRIVE  
AUSTIN, TEXAS 78746

June 1, 1999

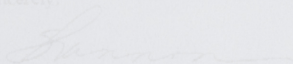
Sandy Cinc  
Texas Audubon Society  
2525 Wallingwood Dr. #301  
Austin, TX 78746

Dear Sandy,

Enclosed is the completed and signed contract you sent me along with an invoice.

If you have any questions, don't hesitate to contact me.

Sincerely,



SHANNON DAVIES 1455 CIRCLE RIDGE DRIVE AUSTIN, TEXAS 78746 3304

RECEIVED JUN 16 1999

June 1, 1999

INVOICE #9903

Texas Audubon Society  
2525 Wallingwood #101  
Austin, Texas 78746

Artes Cansons Glacierrock

Publishing Project: *OF BIRDS AND TEXAS*  
by Scott & Stuart Gendling

Consultation/Editorial: 13.5 hrs @ \$50/hr \$675.00

Cost Estimate handling:

Editorial: @ 10% for electronic file preparation 112.00

Production and sample pages: 4 hrs @ \$50/hr 200.00

Total amount due \$987.00

Billing to June 1, 1999

| APPROVAL         |                  |
|------------------|------------------|
| Refused          | LOCAL            |
| Cost Center      | 75015            |
| Appt. Chg #      | 3671             |
| Function         | V.2              |
| Cost Project     | ENTERED 06/14/99 |
| Cost Paid        |                  |
| 2000001000000000 |                  |

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is hereby made between National Audubon Society, INC. ("Client") and SHANNON DAVIES ("Independent Contractor" or "IC") according to the following terms and conditions:

1. CLIENT: Client is identified as follows:  
 Name: National Audubon Society, Inc.  
 Address: 700 Broadway  
 New York, NY 10003  
 Business Telephone: (212) 979-
  2. INDEPENDENT CONTRACTOR: The Independent Contractor ("IC") is identified as follows:  
 Name: SHANNON DAVIES  
 Type of Entity: (X) Sole Proprietorship Partner/Corporation  
 Other \_\_\_\_\_  
 Address: 1438 CIRCLE RIDGE  
AUSTIN, TX 78746  
 Business Telephone: 512-327-3183  
 Employer Identification Number or Social Security Number: 450-94-5359  
 License Number and Expiration Date, if any: \_\_\_\_\_
  3. WORK TO BE PERFORMED: IC shall perform the following services for Client (add attachments if necessary):  
CONSULTATION, EDITORIAL MANAGEMENT, COST ESTIMATE, CONTRACT NEGOTIATION FOR THE PUBLISHING PROJECT: "OF BIRDS AND TREES" BY SCOTT & STUART GORTLING
  4. TERMS OF PAYMENT: Client shall pay IC according to the following terms and conditions:  
ON RECEIPT OF INVOICE
- Client is exempt from Federal Excise Taxes and is also exempt from state and local sales or use taxes. IC agrees that it has not included such taxes in the payments to be made by Client.
5. TERM OF AGREEMENT: This Agreement will take effect on 12-1-98 and shall terminate on COMPLETION OF PROJECT

6. **REIMBURSEMENT OF EXPENSES:** Client shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing and provided that any such expenses have been approved in advance and IC submits complete documentation therefor.
7. **INDEPENDENT CONTRACTOR:** IC will perform services hereunder as an independent contractor and not as an employee of Client. IC shall supply, at IC's sole expense, all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. IC shall be responsible for the payment of United States FICA, FUTA, other self-employment taxes and all federal, state, local and, if applicable, foreign income taxes with respect to the compensation paid to IC by Client and shall indemnify and hold harmless Client against claims made in respect thereof. IC acknowledges and agrees that IC shall not be entitled to receive from Client any statutory or fringe benefits of any kind, including without being limited to those extended by Client to its own employees. IC is not eligible to claim or collect unemployment insurance benefits based on work performed as an independent contractor for Client. No workers' compensation insurance shall be obtained by Client concerning IC or the employees of IC. IC shall comply with the workers' compensation law concerning IC and IC's employees. IC declares that IC has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
8. **NO AUTHORITY TO BIND CLIENT:** IC has no authority to enter contracts or agreements on behalf of Client unless agreed to in writing. This Agreement does not create a partnership, joint venture or agency relationship between the parties hereto.
9. **GRANT OF RIGHTS:** If the work to be performed by IC for Client hereunder included the creation and delivery of any materials subject to copyright protection (the "Materials"), IC acknowledges that the Materials are specially ordered or commissioned by Client and constitute a "work made for hire" for copyright and other purposes. Client shall be the sole and exclusive owner of all right, use and interest in and to the Materials, including without being limited to any copyrights therein and all associated reproduction, distribution and exploitation rights in any and all media, whether now known or hereafter invented, including all formats of computer-readable, electronic, magnetic, digital, laser or optical-based media. If for any reason the Materials or any component thereof are not considered a "work made for hire" for copyright purposes, IC hereby assigns to Client all of its rights, including the copyright and any renewals thereof, in and to the Materials and any component thereof.
10. **NO USE OF NAME:** IC shall not use the name of Client or the name of any employee in any written manner for any purpose whatsoever without Client's prior written consent.
11. **REPRESENTATIONS AND WARRANTIES:** IC represents and warrants that (i) the Materials will be originally and specifically developed by IC for Client in fulfillment of this Agreement; (ii) no part of the Materials will infringe upon or violate any patent, copyright, trade secret, trademark, service mark or any other proprietary or property rights of any third party; (iii) IC is financially responsible and experienced in and competent to perform the type of work required hereunder and is familiar with all applicable laws, ordinances and regulations governing the work required hereunder; (iv) IC has the full power and authority to enter into and perform this Agreement and to grant the rights granted hereunder.
12. **REVIEW AND APPROVAL:** Client shall review all work performed under this Agreement and shall have final approval of all decisions relating to the creation or production of the Materials.
13. **EMPLOYEE PERFORMANCE:** If Client reasonably objects to the manner of performance of any employee of IC, IC shall immediately take all necessary actions to rectify the objections, including if necessary, the prompt removal of the employee from the provision of services to Client.

24. **SEVERABILITY:** If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.
25. **NO ASSIGNMENT:** IC acknowledges that the services to be performed by IC for Client are of a personal nature, and IC agrees not to assign this Agreement, in whole or in part, to any other person or entity without the prior written consent of Client.
26. **CHOICE OF LAW/JURISDICTION:** Any dispute under or related to this Agreement shall be decided in accordance with the law of the State of New York. The courts of New York State and the United States District Court for the Southern District of New York shall have jurisdiction over the parties, and the parties consent to jurisdiction of said courts, with respect to any dispute or controversy between them arising under or in connection with this Agreement. A summons or complaint in any such action or proceeding may be served by mail in accordance with Section 20.

The parties hereto have executed this Agreement as of the dates and shown below:

**NATIONAL AUDUBON SOCIETY, INC.**

Please note: This Agreement must be reviewed and approved by the Human Resources and Controller Departments before it can take effect.

Superior: \_\_\_\_\_ Date: \_\_\_\_\_

Development Vice President: \_\_\_\_\_ Date: \_\_\_\_\_

Director of Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_

Controller: \_\_\_\_\_ Date: \_\_\_\_\_

**INDEPENDENT CONTRACTOR**

SPRINGWOLD SERVICE

Name of IC: \_\_\_\_\_

Signed: William D. Darnell

Title: \_\_\_\_\_

Date: 6/1/99