

**IJA MAGAZINE  
PUBLISHING AGREEMENT**

AGREEMENT made this 15th day of November, 2009, between ALAN HOWARD (“PUBLISHER”) of 3315 E. Russell Rd. #A4-203, Las Vegas, Nevada, 89120, and INTERNATIONAL JUGGLERS’ ASSOCIATION, INC., (“IJA”) a Delaware nonstock corporation, with offices at Post Office Box 7307, Austin, Texas 78713-7307.

**RECITALS**

PUBLISHER has been a member of the IJA since 1977 and has, at various times, served as a member of the Board of Directors and in a number of elected and/or voluntary positions (Archives Director, Affiliates Director, Video Coordinator, Championships judge, Championships competitor, IJA Convention assistant, etc.). PUBLISHER served as editor of Juggle MAGAZINE for ten years, since November 1999, as published by Stan Allen / Stagewrite Publishing; additionally, PUBLISHER has served as publisher of Juggle for the past three years, since January 2007. Juggle has been a multi-color trade oriented MAGAZINE sold through subscriptions.

IJA is a nonprofit tax-exempt Delaware corporation directed to the education and assistance of fellow jugglers, to provide an accessible source of juggling information to jugglers and the public, and to record and maintain the history of juggling.

IJA published and distributed the MAGAZINE Juggle with Stan Allen / Stagewrite Publishing on an approximate bimonthly basis from July 1998 through December 2006, and on a quarterly basis since Spring 2007 with PUBLISHER. In accordance with the agreement between Stan Allen and IJA, Stan Allen has retained the rights to the name Juggle, along with

the Juggle logo and other designs within the MAGAZINE. The name Juggle has been leased to PUBLISHER for use in this current MAGAZINE agreement with IJA, and may be used as long as PUBLISHER has contract for such with Stan Allen / Stagewrite Publishing.

#### MEMBERSHIP ROSTER

IJA presently consists of approximately 1,500 members, each of whom are required to pay yearly membership dues which includes the costs of a subscription and mailing of MAGAZINE for one year.

It is the mutual intentions of the parties hereto to expand, build, and continue the publication of an IJA MAGAZINE, as well as increase distribution and memberships.

#### TERM OF AGREEMENT

The term of this agreement shall commence January 1, 2010 and continue thereafter for a period of two (2) consecutive years, or alternatively until such time as eight (8) consecutive quarterly MAGAZINES have been published, whichever is later. The first issue of this contract will be a Spring 2010 issue, published in February 2010.

#### TERMINATION

Either the IJA or PUBLISHER may terminate the terms of this agreement by giving the other six (6) months prior written notice. Should this agreement go full term or should the IJA terminate this agreement for any reason other than publisher non-performance of MAGAZINE, the name and designs, including logo and layout and names of columns, departments and folios from the date of this agreement would become property of PUBLISHER, with the exception of those belonging to Stan Allen / Stagewrite Publishing, as described above, which shall remain property of Stan Allen.

Should PUBLISHER terminate this agreement, the name and designs of MAGAZINE would automatically be retired, with neither party being able to use them, with the exception of

those belonging to Stan Allen / Stagewrite Publishing, as described above, which shall remain property of Stan Allen.

### CONTINUATION

If present agreement is to be extended or adapted and relationship between PUBLISHER and IJA continued, the new agreement shall be signed no later than three months prior to the conclusion of the present contract.

### NON-COMPETE AGREEMENT

After the termination of this agreement, PUBLISHER will be prohibited from publishing or distributing any MAGAZINE substantially devoted to the topic of juggling for a period of twenty-four (24) months from the date of the last publication and distribution of MAGAZINE. In the event PUBLISHER terminates this agreement before the expiration of the stated term, PUBLISHER shall be subject to the above prohibition for twenty-four (24) months from the date of last publication and distribution of MAGAZINE. If IJA terminates this agreement before the expiration of the stated term of twenty-four (24) months, without cause or for any cause other than PUBLISHER's breach of the agreement, PUBLISHER shall not be subject to any non-compete restrictions.

Other than the foregoing, there are no Non-Compete restrictions regarding the publication of magazines, newsletters, or e-zines.

### DUTIES AND OBLIGATIONS

PUBLISHER will design and produce the MAGAZINE. PUBLISHER will publish the MAGAZINE quarterly in accordance with the publishing schedule attached hereto as Exhibit "A" and by this reference incorporated herein, and shall total four (4) issues for each respective twelve (12) month period. Publication date is defined as the date the MAGAZINE is mailed from PUBLISHER's printhouse to IJA members. Each issue will be approximately forty-eight (48) glossy pages, a minimum of eight (8) of which, including cover, shall be for full-color

printing. Frequency of publication and number of issues per year may be increased by agreement of both PUBLISHER and IJA, with this publishing agreement to be reevaluated at that time.

IJA is entitled to select material for up to two (2) pages of content in each issue of MAGAZINE which may include such items as a chairman's report, financial statements, minutes, etc. Final text and graphics for IJA's content on these pages must be received by PUBLISHER no later than the first of the month prior to the cover date (e.g., January 1, 2010 for the Spring 2010 issue). See Exhibit "A" for scheduled publishing dates: Spring MAGAZINE to be considered as a February issue; Summer MAGAZINE to be considered as a May issue; Fall MAGAZINE to be considered as an August issue; Winter MAGAZINE to be considered as a November issue.

IJA agrees to notify PUBLISHER by the first of the month two months prior to the cover date (e.g., December 1, 2009 for the Spring 2010 issue) of its intention to not utilize one or both of its allotted content pages. Requests for additional content space for IJA material must be made two months prior to the cover date (e.g., December 1, 2009 for the Spring 2010 issue).

IJA may use up to one or both of its allotted two (2) pages available in each issue of MAGAZINE for editorial opinions, which pages are not subject to PUBLISHER approval. This page or pages will be clearly marked as an editorial.

PUBLISHER shall remain responsible for drafting and compiling text, graphics, advertising production, and overall appearance and content for each issue of MAGAZINE. PUBLISHER shall carry out the foregoing duties in a professionally competent manner and shall insure that each issue of MAGAZINE is of a quality comparable to the previous volumes of MAGAZINE. PUBLISHER shall also be responsible for the publication, printing, and mailing of each issue and PUBLISHER will use best efforts to do so in a timely manner.

PUBLISHER is allotted and is entitled to publish one (1) editorial page over which PUBLISHER shall be entitled to exclusively and solely determine its content and subject. PUBLISHER shall clearly mark this page as editorial. PUBLISHER shall not utilize the editorial page to publicize or convey information about entities which compete with IJA.

IJA will retain reasonable approval rights on content and advertising materials published in MAGAZINE, except for PUBLISHER's editorial page. To effectively maintain communications with PUBLISHER, IJA shall designate one person ("LIAISON") to coordinate with PUBLISHER regarding submission, review, and approval of MAGAZINE content. LIAISON or any other party specifically and properly delegated by LIAISON, notice of which having been timely provided to PUBLISHER by LIAISON in writing, shall be regularly informed by PUBLISHER as to material contemplated and considered for publication. LIAISON shall within ninety-six (96) hours of receipt, approve or disapprove any such material, otherwise, publication decisions shall be solely within the discretion of PUBLISHER. PUBLISHER will notify LIAISON as to the ship date of MAGAZINE to the printer; within five (5) days of that date, all materials sent to LIAISON shall be approved or disapproved by LIAISON within forty-eight (48) hours of receipt, otherwise, publication decisions shall be solely within the discretion of PUBLISHER. PUBLISHER shall be entitled to rely upon decisions made by LIAISON alone, regardless of whether IJA has designated others to review materials prior to publication.

The parties hereto recognize that IJA's content approval rights are designated for verification of accuracy of material, and to avoid publication of morally offensive material, or material that is obscene, defamatory, confidential, dangerous, or otherwise tending to expose IJA or PUBLISHER to civil or criminal liability, in the sole judgment of IJA acting through LIAISON. IJA's content approval rights do not extend to PUBLISHER's editorial page.

The parties hereto acknowledge that the intended scope of MAGAZINE is broader than the reporting of the functions and activities of the IJA and its membership. PUBLISHER retains the

overall right to select such material, including controversial material, it deems fit and appropriate to the topic of juggling, subject, however, to the content approval rights reserved above to IJA.

#### INDEMNIFICATION AND CONTRIBUTION

PUBLISHER and IJA shall each indemnify and hold harmless each other, inclusive of agents and employees, and indemnify each other from and against all claims, damages, losses, and expenses to the extent of damages sustained, including but not limited to attorneys' fees and costs, arising out of or for liability resulting from their respective editorial page content under this contract, to the extent caused in whole or in part by any intentional or negligent act or omission of each respective party, or anyone directly or indirectly employed by each party or anyone for whose acts each party may be liable, regardless of whether caused in part by the concurrence, actual, implied, vicarious, active, passive, direct, indirect, or joint conduct, negligence or omissions of each respective party.

Further, in case suit on the claim is brought or liability from their respective editorial page content results, each respective party will defend the suit at its own cost and expense, and will pay and satisfy any lien or judgment which may be established by decision of the court in the suit.

#### CIRCULATION TO IJA

IJA assumes all responsibility for maintaining its membership list and records. The IJA will prepare and electronically send the appropriate mailing instructions and label information for each issue of MAGAZINE to PUBLISHER no later than the first (1st) day of the cover month of that issue. (e.g.: Mailing instructions and labels for the Spring 2010 issue to be electronically sent to PUBLISHER by IJA no later than February 1, 2010; Summer 2010 by May 1; Fall 2010 by August 1; Winter 2010 by November 1).

PUBLISHER assumes any and all responsibility for distribution of IJA Membership copies

from the printer of MAGAZINE. IJA assumes any and all responsibilities for distribution of replacement copies, and promotional copies. IJA shall be responsible for all aspects of the collection of membership dues.

### COMPENSATION

During each year, PUBLISHER shall be obligated to publish one thousand, six hundred (1,600) copies of each quarterly issue of MAGAZINE. In consideration of the undertaking by PUBLISHER of the publication of MAGAZINE, IJA agrees to pay PUBLISHER the sum of Fifty-five Thousand, Five Hundred, Seventy-five Dollars (\$55,575) for four (4) issues of MAGAZINE per year, this rate equaling Thirteen Thousand, Eight Hundred, Ninety-three Dollars and Seventy-five Cents (\$13,893.75) per issue.

Compensation will be based on the number of issue of MAGAZINES produced. Payments shall be made by IJA to PUBLISHER in the following manner:

Upon execution of this agreement, the sum of Twelve Thousand, One Hundred, Twenty-five Dollars (\$12,125) shall be paid no later than January 4, 2010. The remaining balance of Ninety-nine Thousand, Twenty-five Dollars (\$99,025) shall be due and payable in monthly installments of Three Thousand, Nine Hundred, Fifty Dollars (\$3,950), due for receipt on the first of each month in 2010, and Four Thousand, Six Hundred, Thirty-one Dollars and Twenty-five Cents (\$4,631.25) due for receipt on the first of each month in 2011. See payment schedule attached hereto as Exhibit "B."

At termination of this agreement, payment will be adjusted to reflect actual number of issues produced; payments will be prorated to reflect the total of Thirteen Thousand, Eight Hundred, Ninety-three Dollars and Seventy-five Cents (\$13,893.75) per issue that has gone to press.

Should the IJA require less than 1,600 copies of a single issue to be mailed, the balance,

which would be the difference between 1,600 and the amount required, will be shipped Ground UPS to the IJA offices, or other U.S. address designated by the IJA, at the expense of PUBLISHER. Such copies may be used by the IJA for archival and back issue sales, with no extra compensation due PUBLISHER therefrom.

An issue will be considered a back issue two (2) weeks after its cover date has passed (e.g., on March 12, 2010 for the Spring 2010 issue; refer to Exhibit "A" for publication dates). IJA agrees not to sell back issues to non-members via the IJA web site for less than one dollar (\$1.00) more than the annual dues in effect at the time of each issue's publication divided by the number of issues of MAGAZINE expected to be published that year. (For example, if dues are \$30 and four (4) issues are expected to be published per year, the non-member price floor on the IJA web site for such an issue would be  $(\$30/4) + \$1$  which is \$8.50.) The intent is to avoid negating part of the benefit of IJA membership.

PUBLISHER will supply IJA with one percent (1%) of the copies mailed of each issue at no charge, shipped Ground UPS to the IJA offices or other U.S. address designated by the IJA, to be used as replacement copies.

Payments shall be subject to a one-and-one-half percent (1.5%) per month late charge, starting from due date on the first of each month. However, the failure to make any payments within thirty (30) days of the due date shall give PUBLISHER immediate right to declare the agreement terminated. Upon such termination, PUBLISHER shall not be bound by the terms of the non-compete agreement. If PUBLISHER should fail to meet any of its publishing deadlines (as a result of its own negligence and not force majeure, or actions of third parties) established in Exhibit "A" by more than fourteen (14) days, PUBLISHER shall pay the sum of One Thousand, Five Hundred Dollars (\$1,500) as liquidated damages to IJA, said sum to be paid within thirty (30) days of missed publication date.

Should the IJA require more than 1,600 copies to be mailed, PUBLISHER will charge the

IJA at the rate of Three Dollars, Fifty Cents (\$3.50) per magazine [Fourteen Dollars (\$14.00) year per member] for each MAGAZINE above the one thousand ,six hundred (1,600) floor, payment to be calculated quarterly on a per-issue-shipped basis. The rate shall include domestic and foreign postage mailing. The costs to the IJA are based on the number of MAGAZINES mailed to IJA Members and Contributor Membership for each issue.

### CONTRIBUTOR MEMBERSHIPS

PUBLISHER shall be allotted up to fifteen (15) Contributor Memberships in IJA per year for the purposes of promotion of the organization or the MAGAZINE. The cost of such Contributor Memberships actually incurred will be paid by the IJA. Contributor Members receive the MAGAZINE and entry to the annual IJA Festival at regular member rates.

Contributor Members have no other rights of membership, including voting or any other benefit of membership the IJA may offer its regular members.

### IJA FESTIVAL ATTENDANCE

IJA shall provide PUBLISHER with up to three (3) Package Plans for each annual IJA Festival so long as this agreement is in effect. PUBLISHER will use Package Plans provided to facilitate MAGAZINE coverage of the IJA Festival and the gathering of material for forthcoming issues of MAGAZINE. IJA shall provide PUBLISHER with one (1) hotel room at the Festival hotel for the nights of the annual IJA Festival.

### ADDITIONAL COPIES

IJA may in its discretion request additional copies prior to the printing of any specific issue of MAGAZINE for archival and/or back issue retail sales. IJA agrees to purchase such overruns that it may in its discretion order from PUBLISHER at two dollars and twenty cents (\$2.20) per issue, which includes the MAGAZINE and ground domestic UPS shipping to IJA offices listed above in this agreement, or other U.S. address designated by the IJA.

## EXPENSE INCREASES

IJA and PUBLISHER acknowledge that sudden or unanticipated increases in operating costs may negatively impact the overall quality and timeliness of MAGAZINE. PUBLISHER therefore will reevaluate annually the cost of operating expenses. Any increases or decreases in expenses for printing, paper, or domestic postage in excess of ten percent (10%) over the course of the contract shall be added to the costs payable by IJA, and the compensation to PUBLISHER from IJA shall be increased to reflect such charges. Should accumulated increases in such operating expenses be greater than ten percent (10%), the total amount of the accumulated increase shall be divided equally between IJA and PUBLISHER. (For example, if increases in costs total twelve percent (12%), IJA shall compensate PUBLISHER for half that amount, or six percent (6%); PUBLISHER shall assume responsibility for remaining half. If total costs increase by a rate of ten percent (10%) or less, PUBLISHER will assume these increases without additional compensation from IJA.) PUBLISHER will annually provide IJA with report on increases or decreases in printing, paper, and domestic postage.

## SPECIAL ORDER SALES

PUBLISHER will be responsible for any special order sales (a.k.a. overrun sales). Special order sales are determined to be the sale of additional copies of the MAGAZINE above the number required by IJA, ordered prior to the print run for a specific purchaser. Should any revenues be collected for these sales, the IJA shall receive ten percent (10%) of the gross, after shipping expenses have been deducted.

## SINGLE-ISSUE SALES

IJA and PUBLISHER shall each be entitled to sell single-issue copies at festivals and conventions, but not at any single location on a regular basis (such as retail stores, offices, etc.), except for back issue sales by the IJA on the IJA web site. Both PUBLISHER and the IJA shall be precluded from single-issue sales to customers on a regular basis so as to avoid negating part of the benefit of IJA membership.

## PUBLISHER INPUT TO IJA BOARD

PUBLISHER shall be granted reasonable access to IJA Board Meetings and other official IJA functions pertaining to PUBLISHER's business or future relations with IJA. Further, the IJA Chairman of the Board will make best efforts to endeavor to keep PUBLISHER and IJA informed of any issues which may effect the relationship between PUBLISHER and IJA. PUBLISHER shall also endeavor to keep the IJA informed of like issues.

## ADVERTISING

The sale of advertising space in MAGAZINE is intended to be a revenue source to PUBLISHER. PUBLISHER shall control and be responsible for all aspects of advertising sales, including, but not limited to establishment of rates and a rate card, sale, placement, invoicing, collection and accounting for all payments received for advertising, and discretionary control, subject to the content approval rights reserved above by the IJA, over advertising accepted or rejected for the MAGAZINE.

IJA shall receive up to three (3) black-and-white pages of advertising space in each issue of MAGAZINE — totaling twelve (12) black-and-white pages of advertising in MAGAZINE each year — at no charge. Advertising pages unused by IJA in an issue may not be rolled over and added to the three (3) pages allotted for any future issues.

IJA agrees to notify PUBLISHER by the first of the month two months prior to the cover date (e.g., December 1, 2009 for the Spring 2010 issue) of the amount of its allotted advertising pages it intends to utilize. IJA advertisements in MAGAZINE will either be supplied to PUBLISHER camera-ready (digital to PUBLISHER specs) or IJA will be charged design fees by PUBLISHER. Advertising design and layout must comply with PUBLISHER's specifications for MAGAZINE advertising.

IJA may purchase additional space in MAGAZINE, or upgrade from black-and-white to color page, for twenty percent (20%) off current PUBLISHER Ad Rate Card, space subject to

availability. Two (2) pages per year may be upgraded from black-and-white to color for no additional charge to IJA.

Net revenues derived from the sale of advertising space within MAGAZINE shall be one hundred percent (100%) to PUBLISHER. Net revenues shall be defined as gross revenues from advertising fees collected less refunds.

The IJA will assist PUBLISHER in collection of advertising revenue if such monies are not remitted by advertiser within a reasonable period of time. Assistance provided by IJA may include, but not be limited to, prohibition of delinquent advertisers to exhibit or participate at the IJA Festival or otherwise be promoted as an IJA endorsee, partner, or sponsor until past-due amounts have been paid.

#### NOTICES

Any notices contemplated to be provided by the parties shall be sent to PUBLISHER at: Alan Howard, 3315 E. Russell Rd. #A4-203, Las Vegas, Nevada, 89120, and to IJA at Post Office Box 7307, Austin, Texas 78713-7307.

#### RIGHTS OF PUBLICATION AND DISTRIBUTION

So long as this agreement is in force, PUBLISHER shall have the exclusive right throughout the world in all languages to print and reprint MAGAZINE, with written consent of IJA. IJA shall be sole owner of all copyrights pertaining to all MAGAZINE issues, from this time forward. IJA shall be solely responsible for the cost of annual copyright registration with the U.S. Copyright office. PUBLISHER shall place a notice of copyright in the proper form and in the name of IJA on the title page followed by the words, "all rights reserved." Neither IJA nor PUBLISHER shall exercise any of the rights of an owner of copyright in issues of MAGAZINE, first published under this agreement, including contributions subject to work for hire agreements, other than reproduction and distribution of tangible paper copies as authorized herein, without the written consent of the other, for a period of five (5) years from the date of

each specific issue of MAGAZINE. Exploitation rights requiring such consent shall include, but not be limited to, publication and distribution through magnetic and optical media and so called online services, anthology rights, and rights to create derivative works. Both IJA and PUBLISHER shall have the license to use the MAGAZINE trade dress on promotional materials and in web sites for promotional purposes, so long as PUBLISHER has contract with Stan Allen / Stagemate Publishing for use of Juggle name and logo.

Images of MAGAZINE cover and Contents page may be reproduced on the IJA website and in IJA advertising, along with “teaser” samples of magazine content. Such reproductions and excerpts are intended to increase interest for potential readers without negating the necessity of IJA membership and magazine purchase to view the actual article or column. “Teasers” may be no more than two paragraphs in length, comprised of descriptions of individual articles and columns, or an excerpt of no more than the two opening paragraphs of any article or column. Teasers may also include low-resolution reproduction of up to two (2) of the opening pages of individual articles or columns, intended to show the look of the MAGAZINE and specific story, the reproduction of a two-page spread being no larger than 4" x 3" at 72 dpi. Each such teaser utilized will be agreed upon by IJA and PUBLISHER.

PUBLISHER shall provide IJA with digital files, in pdf or similar electronic format, of each issue of MAGAZINE for archival purposes. IJA may publish MAGAZINE files only on the official IJA website, and only with the following stipulations: IJA website publication of MAGAZINE files may occur only if five (5) or more years have passed since original print publication of the particular issue in question, and may be available for viewing only in a password-protected section of the IJA website, to be accessed only by then-current members of the IJA. In addition, no MAGAZINE column or article may be reproduced on the IJA website or elsewhere without the written permission of the author and photographer/illustrator of that article or column. PUBLISHER will endeavor to obtain written permission or denial by the contributor (author and/or writer/illustrator) with each magazine submission. Copies of letters of permission or denial are to be included with the digital file received by the IJA.

## INSURANCE

IJA shall maintain in effect a general liability insurance policy including claims for libel, slander, or defamation, in the amount of One Million Dollars (\$1,000,000.00). Policy maintained by IJA shall either include PUBLISHER as an additional insured, or PUBLISHER shall be considered an employee of IJA and therefore insured as such by the policy maintained by IJA.

## TAXES

Each party shall be responsible for and timely pay all their own tax obligations arising from transactions contemplated herein.

## FORCE-MAJEURE/ACTIONS OF THIRD PARTIES

In the event that either party's duties and obligations herein are interrupted or delayed as a result of third parties over which each has no control, or by an act of God, civil disturbance, strike, or other calamity, each shall be permitted a reasonable time, but in no case more than sixty (60) days, within which to cure such delay or interruption by resumption of performance of its obligations without termination of the contract.

## JURISDICTION

The parties hereto agree that this agreement shall be subject to and interpreted in accordance with the laws of the State of Nevada and any dispute shall be subject to its jurisdiction.

DATED this \_\_\_\_\_ day of November, 2009.

ALAN HOWARD

By: \_\_\_\_\_

ALAN HOWARD

INTERNATIONAL JUGGLERS' ASSOCIATION, INC.

By: \_\_\_\_\_

KIM LAIRD

IJA Board Representative

## **EXHIBIT “A”**

### **PUBLISHING SCHEDULE**

vol. 12, no. 1	Spring 2010	mailed: 2/26/10
vol. 12, no. 2	Summer 2010	mailed: 5/11/10
vol. 12, no. 3	Fall 2010	mailed: 8/31/10
vol. 12, no. 4	Winter 2010	mailed: 11/12/10
vol. 13, no. 1	Spring 2011	mailed: 2/14/11
vol. 13, no. 2	Summer 2011	mailed: 5/16/11
vol. 13, no. 3	Fall 2011	mailed: 8/31/11
vol. 13, no. 4	Winter 2011	mailed: 11/14/11

**EXHIBIT "B"**  
**PAYMENT SCHEDULE**

January 4, 2010	\$12,125
February 1, 2010	\$3,950
March 1, 2010	\$3,950
April 1, 2010	\$3,950
May 1, 2010	\$3,950
June 1, 2010	\$3,950
July 1, 2010	\$3,950
August 1, 2010	\$3,950
September 1, 2010	\$3,950
October 1, 2010	\$3,950
November 1, 2010	\$3,950
December 1, 2010	\$3,950
January 1, 2011	\$4,631.25
February 1, 2011	\$4,631.25
March 1, 2011	\$4,631.25
April 1, 2011	\$4,631.25
May 1, 2011	\$4,631.25
June 1, 2011	\$4,631.25
July 1, 2011	\$4,631.25
August 1, 2011	\$4,631.25
September 1, 2011	\$4,631.25
October 1, 2011	\$4,631.25
November 1, 2011	\$4,631.25
December 1, 2011	\$4,631.25