

**THE NATIONAL UNDERWRITER COMPANY**  
**ERLANGER, KY**  
**WORK FOR HIRE AGREEMENT**

This Agreement, effective April , 2014, between The National Underwriter Company, with a place of business at 5081 Olympic Boulevard, Erlanger, KY 41018 ("PUBLISHER") and Randy Gardner ("AUTHOR"), whose address is ~~13020 Alhambra Street, Leawood, KS 66209~~ *352 3<sup>rd</sup> Street, Laguna Beach, CA 92651.*

The Author and Publisher agree that:

1. **The Work.** The Author will review and edit assigned Questions and Answers in the Publisher's *Tax Facts* publication (hereinafter called "the Work") to ensure the content of the Work is current, reflects substantive developments in the area as of the date of the review, is technically accurate, and includes necessary citations. The Author will review between 100-120 questions in the subject area of Federal Income Taxation and Deduction of Interest and Expenses.

The author will add Planning Points to these Questions and Answers as practicable.

2. **Grant of Rights.** The Author hereby grants and assigns all copyrights and all other rights, title, and interest in and to this Work to the Publisher, with the exclusive right to publish and sell the Work under its own name and under other imprints or trade names, and with the exclusive right to exploit or otherwise dispose of the subsidiary rights in all countries and in all languages. Publisher agrees to provide proper attribution to Author for said Work.
3. **Independent Contractor.** The Author shall be considered an independent contractor and shall not be entitled to any employee benefits otherwise available to the employees of the Publisher.
4. **Manuscript Delivery.** The Author will deliver the Work, satisfactory in form and content, on or before June 30, 2014. If the complete Work is not delivered by this time, or if the manuscript is not satisfactory to the Publisher in form or content, Publisher may, in its sole discretion, return the manuscript and terminate this Agreement by written notice to the Author.
5. **Permissions for Quoted Material.** If the Work incorporates any previously copyrighted material, the Author will obtain reprint permissions at the Author's expense and will furnish the Publisher with written evidence of those permissions at the Publisher's request.

6. **Author's Warranties and Indemnities.** The Author warrants that, with respect to the Author's contributions to the Work: the Author is the sole originator of the Work and has full power and authority to make the grant of rights set forth herein; the Work contains no matter that is scandalous, libelous, obscene, an invasion of privacy, or otherwise unlawful. The Author will indemnify and hold the Publisher harmless against all claims settled by the Publisher or reduced to judgment; and until such claims have been settled or withdrawn, the Publisher may withhold any sums due the Author under this Agreement. The warranties and indemnities contained in this Section 6 will survive any termination of this Agreement and extend to any successors, licensees, distributors, and assigns of the Publisher.
7. **Publishing Details.** The Publisher reserves the right: not to publish the Work; to revise or adapt the Work, with or without participation of the Author; to publish the Work and any revision or adaptation of the Work in different versions. The Publisher may use the Author's name and likeness in advertising and promoting the Work. Should this Agreement be terminated for any reason, the Publisher will have the right to delete the Author's name from the Work. The Publisher is not required to call upon the Author to undertake any revision, adaptation, or version of the Work. The Publisher may select any party it deems appropriate to undertake any revisions, adaptations, or versions of the Work.
8. **Compensation.** As full compensation for the timely delivery of the complete and satisfactory Work as provided herein, the Publisher will pay an honorarium in the amount of \$1,000 payable upon receipt of this signed written agreement.
9. **Notice.** Any notice, request, or demand required or permitted to be given hereunder by either party will be deemed duly given when mailed by regular mail, postage prepaid, addressed to the respective parties at the addresses listed on page 1 of this Agreement or at such other addresses as either of them may theretofore have designated to the other for such purpose.
10. **Counterpart Signatures.** This Agreement may be executed in any number of identical counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute but one and the same instrument. Delivery by any party or its respective representatives of faxed or scanned (pdf) signature pages shall be as binding an execution and delivery of this Agreement by such party as if the other party had received the actual physical copy of the entire Agreement with an ink signature from such party.

IN WITNESS WHEREOF, the Author and Publisher have signed this Agreement on the respective dates following their signatures.

**AUTHOR**

**THE NATIONAL UNDERWRITER COMPANY**

Randy Gardner  
AUTHOR

by Ruth A. Chie  
EDITORIAL DIRECTOR

Date 6/16/14