



Thomas Y. Crowell Company, INC.

New York, New York · Established 1834

PUBLISHING AGREEMENT

MEMORANDUM OF AGREEMENT made this twenty-third day of June, 19 70
 between ANDRE NORTON of Maitland, Florida INC.

, party of the first part (hereinafter called the "Author"), and THOMAS Y. CROWELL COMPANY/ of New York, New York, party of the second part (hereinafter called the "Publisher"), WITNESSETH: That

WHEREAS the said Author desires that a work now entitled DRAGON MAGIC (hereinafter called the "Work") be published and put on the market by the said Publisher:

NOW, THEREFORE, in consideration of the premises and of one dollar to each in hand paid by the other, the receipt whereof is hereby acknowledged, the parties hereto do covenant and agree as follows:

ASSIGNMENT OF RIGHTS

I. (a) The Author hereby assigns to the said Publisher the sole right to print, publish, and to put on the market in book form, including dramatic or other versions in book form, the said Work during the whole term of its copyright and all the renewals thereof in the United States of America, in the Dominion of Canada, in the Philippine Islands, and elsewhere, ~~it being understood that all territories throughout the world exclusive of the United States, the British Empire, and the Philippine Islands shall be an open market for the sale of English-language copies of the Work published hereunder in the United States.~~

The Publisher shall have the right to obtain all renewals of copyright in the Work in the name of the Author; and the Author, in consideration of the Publisher's renewed obligations hereunder during said renewal term, hereby grants exclusively to the Publisher all those rights for the said renewal term as are granted hereunder for the original term.

(b) The Author hereby assigns to the said Publisher all dramatic and/or operatic, motion-picture (sight and sound), first-serial magazine and/or newspaper (including abridgment), second-serial magazine and/or newspaper (including abridgment), Braille and other media solely for the use of the blind, radio broadcasting, reproduction or utilization in any form by any mechanical, electronic or other means, now known or hereafter invented, including reproduction or utilization in any information storage and retrieval system, television, translation, British and other rights of, in, or to the said Work in the United States of America, in the Dominion of Canada, in the Philippine Islands, and elsewhere.

GUARANTEE OF OWNERSHIP AND CONTENT

II. The Author hereby warrants and guarantees:

(a) That he (she) is the legal author and sole proprietor of said Work hereinabove mentioned and that he (she) has the sole right to dispose of the same.

(b) That the said Work has not heretofore been published; that it is in no way a violation of any existing copyright, either in whole or in part; that it contains nothing of a scandalous, immoral, or libelous nature; that it does not infringe upon any other proprietary right; and that it invades no personal right.

III. The Author covenants and agrees:

PROTECTION OF THE PUBLISHER

(a) To defend, indemnify, and hold harmless the Publisher against any claims, demands, suits, loss, costs, damages, and expenses which the Publisher may sustain or incur by reason of any claim that the Work contains scandalous or libelous matter, or that the Work infringes any copyright or violates any property or other personal right.

DELIVERY OF THE MANUSCRIPT

(b) To deliver to the Publisher on or before MS in hand a legible manuscript of thirty thousand (30,000) triplicate words in ~~duplicate~~, suitable for use as printer's copy and acceptable to the Publisher in content and form, ~~together with such illustrations as may mutually be deemed desirable in final form for reproduction, and to pay for such illustrations if he does not supply them.~~

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CORRECTIONS AND ALTERATIONS

(c) To pay for all corrections or alterations in the type (not necessitated by typographical errors) costing in excess of ten per cent (10%) of the cost of original composition, and all expenses for corrections in the plates after last proof from type has been corrected and such corrections carried out by the compositors. All amounts payable by the Author under this clause III(c) may be deducted by the Publisher from any amounts payable to the Author hereunder.

INDEX

(d) To pay for an index for the Work if the Publisher so requires, the costs thereof to be deductible by the Publisher from any amounts payable to the Author hereunder.

OPTION ON NEXT BOOK

~~(e) To give to the Publisher the first refusal of his (her) next book, hereby granting to the said Publisher, on terms to be arranged, an option on the publication thereof for sixty days after the manuscript shall have been delivered to said Publisher, or for sixty days after the publication of this said Work, whichever is later.~~

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OTHER BOOKS WHICH MIGHT INTERFERE WITH SALES

(f) To publish no abridged or other edition of this said Work or any book of a similar character tending to interfere with the sale of the Work.

REVISED EDITIONS

(g) If in the opinion of the Publisher any revised edition is necessary, to make all required changes and additions within a reasonable time after notice from the Publisher, and if for any reason the Author fails to do so, the Publisher may arrange with a competent person to do so, the cost being charged to the Author's royalty account for this Work.

IV. The Publisher hereby covenants and agrees:

COPYRIGHT

(a) To copyright the said Work in the United States of America and in the Dominion of Canada in the name of Andre Norton, and take all usual precautions to protect the same, but without liability for any failure to do so unless such failure is due to his gross negligence.

PUBLICATION

(b) To publish the said Work and put the same on the market at his own expense, in such style and manner as he shall deem expedient and at such time or times as he shall see fit, it being understood that the advertising, the number and destination of free copies, and each and every detail as to manufacture and publication shall be in the exclusive control of the Publisher.

PAYMENTS TO THE AUTHOR

(c) To pay to the Author on all copies of the regular edition sold (less returns) except as provided below a royalty of ten per cent (10%) of the list on first 10,000 copies; twelve and one-half per cent (12½%) of the list from 10,001 to 20,000 copies; and fifteen per cent of the list thereafter and on the Publisher's own quality paperback edition five per cent (5%) of the list price.

(d) To pay upon all copies of the said Work sold in quantities at special prices of fifty per cent (50%) or more off the list price and upon all single-copy mail order or coupon sales (except when sold at or below cost) one-half of the prevailing royalty.

(e) To pay upon all copies or sheets of the said Work sold for export or as a special edition a royalty of ten per cent (10%) of the net sums actually received from such sales.

(f) To pay to the author one-half of any compensation received for the publication in books of text extracts from the said Work.

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~~(g) To pay to the Author a royalty of ten per cent (10%) of the sums received from the sale of any overstock of the Work sold at reduced prices, except on sales made at or below cost.~~

(h) To present to the Author ten copies of the said Work and to sell to him (her) further copies for his (her) personal use at forty per cent (40%) discount from the list price.

(i) It is mutually understood and agreed that the royalty scale established in paragraph IV(c) shall prevail so long as the manufacturing cost of any reprint does not exceed fifteen per cent (15%) of the list price. If any reprint should exceed fifteen per cent the Author agrees to share equally with the Publisher the difference between actual manufacturing cost and fifteen per cent of the list price. The Author agrees to pay his share of the excess cost of this printing by a reduction in the prevailing royalty, provided that the royalty shall never be less than five per cent (5%) of the list price. one-half the prevailing royalty.

SUBSIDIARY RIGHTS

(j) It is mutually understood and agreed that in the event of the sale of subsidiary rights in the said Work, the Publisher and the Author shall share in the proportions set forth below and these proportions shall be figured upon the net sums received after deduction of all agency fees and/or commissions:

Rights	Percentage	
	To Author	To Publisher
Dramatic and/or operatic	90	10
Motion picture	90	10
First serial	90	10
Second serial	50	50
Radio broadcasting	90	10
Mechanical renditions	90	10
Television	90	10
Translation	75	25
British	75	25

The Publisher further covenants and agrees:

STATEMENTS OF ACCOUNT

(k) After publication of the said Work as set forth in Article IV (b), the Publisher will send by mail to the Author or to his duly authorized representatives in April and October a statement of account for the six-month period ending the previous December 31 and June 30, respectively, showing the net amount payable to the Author under the provisions of this contract, and will send with such statements a check or checks in settlement, provided that, after the first year of publication, settlements shall be made annually in October for the previous year ended June 30, unless the amount due the Author at the April date amounts to one hundred dollars (\$100.00) or more, and provided further that no statement need be rendered or payment made for any period when the amount due the Author is less than twenty-five dollars (\$25.00), but the amount due shall be carried forward and credited to the Author in the settlement for the next period.

(l) Where the Author has received on any statement of account an overpayment of earnings caused by error, or by subsequent returns, or by rebate to bookstores because of subsequent editions, the Publisher may deduct such overpayment from any further earnings whether on this book or other books of the Author which may be published by the Publisher; it being understood, however, that the term "overpayment" does not apply to an unearned guaranteed advance against sums accruing under this contract.

V. It is further covenanted and agreed by and between the parties hereto as follows:

PERMISSIONS

(a) That the Author will obtain and furnish to the Publisher written permission to use any and all copyright material quoted or reproduced in the Work. If there is a charge for such permissions, the Author will first obtain the Publisher's consent to include said material and the Publisher will advance on or before the date of publication an amount equal to the cost of the permission fees, this amount to be deducted from the Author's earnings.

BOOK CLUBS AND REPRINTS

(b) That the Publisher may sell to a recognized book club the right to publish an edition or editions of said Work for distribution to its members, paying the Author fifty per cent (50%) of the net cash received by the Publisher; and that one year after the date of publication of the said Work, or thereafter, the Publisher may sell the right to bring out a cheap edition of the said Work, paying the Author, on such plate royalty sales, one-half of the net sums received from the reprint publisher.

CASES IN WHICH NO ROYALTY IS PAID

(c) That no royalties shall be paid by the Publisher on copies presented to the Author, travelers' samples, damaged copies, copies given away for the purpose of aiding the sale of the said Work, or copies sold at or below cost where falling off in profitable sales in any style of binding requires this, and that no payment shall be made by the Publisher for permission gratuitously given to publish extracts from said Work to benefit the sale thereof.

INSURANCE

(d) That the Publisher is not an insurer of manuscripts ~~or drawings~~ ^{and/or other materials} placed in his possession, and no insurance shall be effected by the Publisher for the Author.

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TERMINATION OF AGREEMENT

(e) That in case the Publisher fails to keep the said Work in print or for sale, and after written demand from the Author neglects to reprint the said Work within six months or to offer it for sale, or in case, after one year from the date of first publication, the said Work, in the opinion of the Publisher, is no longer merchantable or profitable, and he sends two months' notice to the Author at Route 1, Box 19-B
Maitland, Florida 32751

of his intention to discontinue publication, this contract shall terminate and all rights granted under this agreement shall revert to the Author, and any plates of the Work, if such have been made and preserved, with any binding stamps and any remaining copies shall be transferred to the Author, provided that the Author shall pay fifty per cent (50%) of the manufacturing cost (including composition) of such plates and stamps, and the manufacturing cost of any remaining copies or sheets, in default of which purchase the Publisher shall have the right to melt any plates and sell remaining copies or sheets at cost or less, without payment of royalty to the Author upon such copies or sheets.

(f) That in case of the termination of the contract the Publisher shall assign the copyright, if it is in his name, to the Author after the Author shall have paid the Publisher any excess payment of earnings that the Author may have received.

(g) That if, after the publication of any edition of the said Work, the plates be rendered useless by fire or otherwise, the Publisher shall have the option of reproducing them or not; and if he shall decline to reproduce them, then, after the sale of all copies remaining on hand, he shall, upon written request, reconvey to the Author the copyright and all rights herein granted, after the Author shall have paid to the Publisher any excess payment of earnings that the Author may have received, and this contract shall then terminate.

VI. It is hereby understood and agreed by and between the parties hereto that this instrument shall bind the parties hereto, their heirs, executors, administrators, successors, or assigns.

VII. The Publisher agrees to pay to the Author an advance against earnings of one thousand dollars (\$1000.00) in all, payable on the signing of this agreement.

This agreement is being executed simultaneously in two ribbon counterparts, each of which is, and shall be deemed to be, an original hereof.

IN WITNESS WHEREOF the parties hereto have hereunto interchangeably set their hands and seals the day and year first above written.

SIGNATURES OF WITNESSES

SIGNATURES OF PARTIES

as to the Author Elizabeth L. Thomas

Andie Norton [L. S.] Author

as to the Publisher Maria MacLeod Montel

THOMAS Y. CROWELL COMPANY, INC. Publisher

By Bob Crowell [L. S.]

an

I cannot live without books.

THOMAS JEFFERSON



Agreement

between

ANDRE NORTON

and

Thomas Y. Crowell Company, Inc.

Dated June 23, 1970

SIGNATURES OF PARTIES

SIGNATURES OF WITNESSES

THOMAS Y. CROWELL COMPANY, INC.