



an Agreement

entered into on February 5 19 69

between

ANDRE NORTON

(THE AUTHOR)

and HARCOURT, BRACE & WORLD, INC. (THE PUBLISHER)

respecting a work to contain about 40,000 words, and provisionally entitled

DREAD COMPANION

(THE WORK).

PUBLISHING RIGHTS

1. The Author grants to the Publisher, during the full term of copyright of the Work and all renewals and extensions of copyright, the exclusive right to print, publish, and sell the Work in book form in the English language throughout the world, and the exclusive right to license its publication in all languages throughout the world.

MANUSCRIPT DELIVERY

2. The Author will deliver to the Publisher on or before September 1, 1969 one copy of the manuscript of the Work as finally revised by the Author and satisfactory to the Publisher in form and content.

MATERIALS FURNISHED BY AUTHOR

3. The Author will supply, on delivery of the final revised manuscript and at his own expense, all photographs, drawings, maps, tables, charts, or other illustrative material essential to the Work, together with captions to accompany such material, all in a form satisfactory to the Publisher. The Author will supply an index to the Work, if required by the Publisher, within three weeks after his receipt of page proofs of the Work. The Author will also obtain, at his own expense, written permissions for all items, graphic and textual, from other published and unpublished works incorporated in the Work by the Author, and will deliver such permissions to the Publisher with the final revised manuscript.

If any of the foregoing materials are not so delivered by the Author, the Publisher will have the right to provide same at the Author's expense.

EDITING

4. The Publisher may edit the manuscript in accordance with the Publisher's standard style of capitalization, punctuation, spelling, and usage.

PROOFREADING

5. The Publisher will set type from the final revised copy-edited manuscript. Galley proofs of the Work will be submitted to the Author. The Author will read, correct, and return promptly to the Publisher all proofs of the Work. If the Author fails to return proofs, the Publisher may make such changes as it deems necessary and proceed with publication of the Work.

The cost of changes made in galley proofs by the Author will be borne by the Publisher to the extent of 15% of the initial composition costs of setting the manuscript; changes made by the Author in excess of 15% of such costs will be charged to the Author. The cost of all changes made by the Author after corrected galley proofs have been returned to the Publisher will be charged in full to the Author.

PUBLICATION

6. Within a reasonable time after delivery of the final revised manuscript, the Publisher will publish the Work at its own expense, in such style and manner and at such price as it deems best, and will keep the Work in print as long as it deems expedient; but it will not be responsible for delays caused by circumstances beyond its control.

COPYRIGHT

7. The Publisher will apply for copyright in the United States of the Work in conformity with the Copyright Law of the United States and the Universal Copyright Convention in the name of Andre Norton and may effect any renewals or extensions of copyright provided for by law.

PRIOR
SERIAL
PUBLICATION

8. If first serial rights are reserved to the Author, the Author agrees that the Publisher will be promptly notified of any arrangement for serial publication; that serial publication prior to book publication will be within six months of delivery of the final revised manuscript hereunder, unless otherwise consented to in writing by the Publisher; that if copyright of the Work, as published serially, is registered in the name of any third party, the Author will provide the Publisher before book publication with a valid recordable assignment of such copyright to the party designated in Paragraph 7.

PRIOR
PUBLICATION
ABROAD AND
COPYRIGHT
ASSIGNMENT

9. If the Work is first published in the English language outside the United States, the Author will, within thirty days after such publication, deliver to the Publisher two complete copies of such edition together with notice of its publication date. If the Author is a citizen of the United States and the Work has been registered for ad interim copyright in the name of any party other than that designated in Paragraph 7, the Author will furnish the Publisher with a valid recordable assignment of the ad interim copyright to such designated party.

COPYRIGHT
INFRINGEMENT

10. If the copyright of the Work is infringed, and the Publisher and the Author agree to join in an action for infringement, the expenses thereof and the net recovery therefrom will be shared equally. If the Author and the Publisher do not agree to proceed jointly, then either party may bring an infringement action and the expenses thereof will be borne solely by such party and any recovery therefrom will belong solely to such party; and if such party is not the registered copyright owner, the other party agrees to be named as co-plaintiff, without assuming any liability for expenses or claim to benefits thereby.

USE OF
AUTHOR'S
NAME AND
LIKENESS

11. The Publisher may use and authorize use of the Author's name, likeness, and photograph in connection with advertising, publicizing, licensing, and promoting the work.

AUTHOR'S
COPIES

12. The Publisher will give the Author, on publication, ten copies of the regular edition of the Work, and the Author may purchase further copies for his personal use at a discount of forty per cent (40%) from Publisher's list price.

ROYALTIES

(a) the following royalty on all copies of the regular edition sold, less returns: ten (10) per cent of the retail price, with an advance of four hundred dollars (\$400.00), on account of income accruing to the Author from the Work, payable on the delivery and acceptance of the completed manuscript.

In consideration of the Publisher's obligations under this agreement, it is hereby agreed:

(1) That all sums accruing to Andre Norton under said agreement and previous agreements with the Publisher shall be credited to a general account;

(2) That for the calendar year 1969 and thereafter Andre Norton shall be entitled to receive annually from said accruals a maximum of forty-four hundred dollars (\$4,400.00), two thousand dollars (\$2,000.00) of which shall be paid on each April 25th and the balance on each October 25th in accordance with Clause 14(a). If the sums accruing to Andre Norton in said general royalty account shall exceed such amount in any one calendar year, the excess shall be paid to her in succeeding calendar years, except that in no such calendar year shall she receive more than the maximum amount herein stated.

Special and
Export

Publisher's
Own
Inexpensive
Editions

(d) a royalty of ten per cent (10%) of the amount the Publisher charges for all copies sold, less returns, of all inexpensive hardbound editions published under the Publisher's imprint. After one year from the date of original publication of the Work hereunder, the Publisher may publish any such inexpensive paperback or hardbound editions, under the Publisher's imprint, at any price less than two-thirds of the latest list price of the regular edition, subject to the royalty provisions contained in this Paragraph 13;

Mail-order,
etc.

(e) a royalty of five per cent (5%) of the amount the Publisher charges for all copies of the Work, less returns, sold direct to the consumer through mail-order advertising or circularization, or by radio or television solicitation;

Textbook
Editions

(f) a royalty of ten per cent (10%) of the amount the Publisher charges for all copies sold, less returns, of all textbook editions of the Work published under the Publisher's imprint.

Keeping Work
in Print

(g) It is agreed that in any year in which sales of the Work fall below one thousand copies, a royalty of eight (8) per cent of the Publisher's list price will be payable to the Author on all copies of the regular edition sold; but this provision will take effect only after one year from the date of original publication of the Work hereunder, and only after the first printing is exhausted.

Royalty-Exempt
Copies

(h) No royalty will be paid for copies furnished gratis to the Author, for advertising or review, for sales promotional use, for charitable or public purposes from which the Publisher receives no proceeds, or for remainders or damaged copies sold at or below cost.

ACCOUNTING

14 (a) The Publisher will report to the Author twice a year on the sales of the Work: on each April 25th on sales through the preceding December 31st, and on each October 25th on sales through the preceding June 30th. Each report will be accompanied by payment of the amount shown to be due. If less than ten dollars is due in any accounting period, the Publisher will render no accounting until after the next period in which ten dollars or more is due.

(b) The Publisher may deduct from any funds due the Author any sums that the Author may owe the Publisher, including, but not limited to, purchases made by the Publisher for the Author and at the Author's request; but any unearned advance paid to the Author will not be recoverable under this paragraph.

AUTHOR'S
WARRANTIES

15. The Author warrants that he has full power to make this agreement; that the Work has not previously been published, in the exclusive territory designated in Paragraph 1, in book form in the English language; that all rights conveyed to the Publisher hereunder are free of encumbrances; that the Work does not violate any copyright or any other right and contains nothing libelous or otherwise unlawful. The Author will hold harmless and defend the Publisher and its licensees against all claims, demands, or suits related to these warranties. The Author will compensate the Publisher for any loss or damage, and for any sums payable in settlement of any claim or judgment, including counsel fees, resulting from a breach of such warranties. The Author and the Publisher will promptly notify each other of any claim, demand, or suit hereunder, and pending the disposition thereof the Publisher may withhold any payments due the Author. If a joint defense is not agreeable, each will be entitled to his own counsel. These warranties and indemnities will survive in the event this agreement is terminated.

NONDELIVERY
OF
MANUSCRIPT

16. If the Author fails to deliver a satisfactory manuscript as agreed, the Publisher will have the right to terminate this agreement and to recover from the Author any sums advanced in connection with the Work. Until this agreement has been terminated and until such sums have been repaid, the Author may not have the Work published elsewhere.

CONFLICTING
WORK

17. During the life of this agreement, the Author will not, without the consent of the Publisher, furnish to any other publisher any work on the same subject or of similar character likely to injure the sale of the Work.

ADDITIONAL
RIGHTS

18. The Author further grants to the Publisher, for the same territories and with the same exclusivity described in Paragraph 1, the following additional rights in the Work; and any net proceeds derived from the licensing, use, or disposition of these rights will be divided as indicated below:

First Serial

(a) first serial rights: ninety per cent (90%) to the Author and ten per cent (10%) to the Publisher;

Other
Publisher's
Reprint

(b) reprint, large-type, and inexpensive-edition rights to other publishers; book-club rights, book-club digest rights; anthology, lyric, condensation, digest, selection rights; rights for second serial, newspaper syndication, and abridged or unabridged versions: fifty per cent (50%) to the Author and fifty per cent (50%) to the Publisher;

Foreign
Editions

(c) rights for editions of the Work published in other languages, and for editions published in the English language outside the United States: two-thirds to the Author and one-third to the Publisher;

Filmstrips,
Computer, etc.

(d) rights for filmstrips, transparencies, microfilming, programing, and for any method now or hereafter known or devised for information storage, reproduction, and retrieval: fifty per cent (50%) to the Author and fifty per cent (50%) to the Publisher;

Motion-Picture,
Television,
Dramatic,
Commercial,
etc.

(e) motion-picture and allied rights, radio and television rights, dramatic rights and readings, operatic and musical compositions: eighty per cent (80%) to the Author and twenty per cent (20%) to the Publisher. Any fees or commissions paid by the Publisher to outside agents will be borne by the Publisher from the Publisher's share of the proceeds;

(f) rights for phonograph records, wire and tape recordings, commercial use and adaptations for commercial use: two-thirds to the Author and one-third to the Publisher.

Selections
without
Charge

(g) No payment will be made to the Author for any use of the Work that the Publisher may authorize without charge, in any form, including publication, by the Publisher or others: a) of brief selections to promote the sale of the Work; b) for the blind or physically handicapped; c) for educational or noncommercial television.

MAXIMUM
ANNUAL
PAYMENTS

19. ~~In consideration of the Publisher's obligations under this agreement, the Author will be entitled to receive annually a maximum of _____ dollars. If during any year the sums accruing to the Author exceed such amount, the excess will be paid to the Author in succeeding calendar years, except that in no such succeeding calendar year will he receive more than the maximum amount stated.~~

See
Clause
13(a)

OUT-OF-PRINT
PROVISION

20. (a) If the Work should be out of print for six months or more in all editions, the Publisher may offer its plates, if any, to the Author at fifty per cent (50%) of their cost of manufacturing and composition, and any remaining bound copies or sheets at their manufacturing cost. The Work will be considered in print if it is on sale under the Publisher's imprint or under the licensed imprint of another publisher, or if it is under option or contract for publication in another edition.

(b) If at any time after two years from the original date of publication hereunder the Work is out of print as above defined and the Author makes written demand on the Publisher to reissue the Work, the Publisher will have six months after such written demand to reprint the Work or to contract for its reissue within a reasonable time. Upon the Publisher's failure to cause reissue of the Work, and upon payment to the Publisher of any sums owing from the Author, excluding any unearned advance paid hereunder, this agreement will terminate and all rights herein granted will revert to the Author, subject, however, to any licenses or options previously granted by either party, and to the continuing payment to the Publisher of its share of the proceeds from any such licenses or options.

SALES OF
OVERSTOCK

21. If after one year from the date of original publication of the Work hereunder the Publisher deems that it is overstocked with copies of the Work, the Publisher may dispose of such overstock at the best price obtainable, and in accordance with the royalty provisions herein.

OPTION

22. Since a continuing relationship is contemplated by the Author and the Publisher, the Author agrees to give an option to the Publisher to publish

STATEMENTS
AND PAYMENTS

23. All notices, statements, and payments due the Author under this agreement will be sent to **Andre Norton, Route #1, Box 19B, Maitland, Florida 32751, unless the Publisher is notified of any change.**

MISCELLANEOUS

24. This agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, or assigns of the Author and the successors or assigns of the Publisher. The Publisher may assign this agreement, but only in its entirety. The Author may assign any net sums due or to become due him hereunder but he may not assign any other rights or obligations hereunder. This agreement will be construed in accordance with the laws of the State of New York. This agreement constitutes the whole agreement between the Author and the Publisher and may not be modified except by the written consent of both parties.

THE AUTHOR Andre Norton

FOR HARCOURT, BRACE & WORLD, INC. Julius P. Mueller
757 Third Avenue
New York, New York 10017

Author's Social Security Number or Taxpayer Identification Number

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Author's Citizenship

United States