

Δ AUTHOR'S COPY

Fore runner?

AGREEMENT made this 6th day of August, 1980, between THOMAS DOHERTY ASSOCIATES, INC., hereinafter called the "PUBLISHER", and

ANDRE NORTON
c/o Larry Sternig Literary Agency
742 Robertson Street
Milwaukee, Wisconsin 53213

hereinafter called the "AUTHOR."

THE PARTIES HERETO AGREE AS FOLLOWS:

GRANT OF RIGHTS
1. The Author hereby grants and assigns to the Publisher and its successors, representatives and assigns the following rights in and to an unpublished Work

XARTH (FORERUNNER)

hereinafter called the "WORK":

- (a) The right to print, publish, co-publish and/or license and sell the Work, in a hardcover and/or paperback edition, or any part or abridgment thereof, under its own name and under various imprints and trade names including those of other publishers, during the full term of copyright and all renewals and extensions thereof, in the English language in the United States of America, its territories and its possessions, in Canada and in the Philippine Islands, and to sell the same exclusively for export to all other countries including India, Pakistan, Burma, Republic of Ireland, The Republic of South Africa, and The British Commonwealth;
- (b) The rights throughout the world in said Work of digest, abridgment, condensation, selection, anthology, quotation, book club, hardcover, and/or paperback edition through another publisher, first serialization (publication in a magazine, newspaper or other publication prior to book publication), second serialization

(publication in a magazine, newspaper, or other publication after book publication), mail-order coupon advertising, direct-by-mail circularization, sale via radio or television, syndication, advertising, novelty or similar commercial use of the Work or material based on the Work, publication in the English language outside the United States in book or other form, translation and foreign language publication in book or other form with exclusive authority to dispose of said rights.

COPYRIGHT

2. The Publisher, upon first publication of the Work, agrees duly to copyright it in the name of the Author and to imprint the appropriate copyright notice required by the law of each relevant jurisdiction in each copy of the Work.

DELIVERY OF
MANUSCRIPT

3. The Author has delivered to the Publisher an acceptable manuscript.

WARRANTY AND
INDEMNITY

4. The Author represents, warrants and covenants that he is the sole and exclusive proprietor of said Work and has full power and authority to make this agreement and grant; that the Work in no way infringes upon the copyright or proprietary right of others and that it is original and not in the public domain; and that it contains no libelous or other unlawful matter and does not invade the right of privacy of anyone. The Author agrees to indemnify and hold harmless the Publisher and Seller, its distributors and licensees of the Work against any loss, expense or damage including court costs and reasonable attorney's fees, incurred by it by reason of any finally sustained claim that said Work violates any rights whatsoever. All warranties and indemnifications hereunder shall survive the termination of this agreement.

ADVANCE

5. The Publisher agrees to pay to the Author as an advance against all earnings hereunder, the sum of \$15,000.00 payable as follows:

- A. \$15,000.00 on the signing of this agreement.
- B.
- C.
- D.

SCHEDULE OF ROYALTIES

6. The Publisher shall pay to the Author the following royalties with respect to a co-publication and/or distribution of the Work arranged by the Publisher:

HARDCOVER EDITION

- A.) Except in the cases hereinafter provided, a royalty of ten percent (10%) of the retail cover price of the first 5,000 copies of the Work sold in a hardcover trade edition less returns; twelve and one-half percent (12-1/2%) of the retail cover price on the next 5,000 copies sold less returns and fifteen percent (15%) of the retail cover price on all copies sold over 10,000 copies and not returned;
- B.) A royalty of ten percent (10%) of the amount received by the Publisher for copies of the Work sold for export, including Canada, whether bound or in sheets;
- C.) A royalty of ten percent (10%) of the net amount received by the Publisher for all copies of the Work sold at a special discount of sixty percent (60%) or more of the retail cover price, except when these are sold at or below cost, in which case no royalty shall be paid;
- D.) A royalty of five percent (5%) of the retail cover price on copies of the Work sold directly to the consumer through the medium of mail-order coupon advertising, direct-by-mail circularization or solicitation by radio or television;

E.) A royalty of five percent (5%) of the net amount received for copies sold or licensed by the Publisher for use as premiums, gifts or similiar use in bulk quantities;

PAPERBACK EDITION

F.) The Publisher shall have the right to publish or co-publish its own paperback edition of the Work in which event the royalty paid to the Author by the Publisher on sales in the United States shall be eight percent (8%) of the retail cover price on the first 150,000 copies sold, less returns; and ten percent (10%) of the retail cover price on all copies sold thereafter, less returns. The royalty payable on all sales outside the United States shall be six percent (6%) of the billing price.

G.) No royalty shall be paid on copies of the Work furnished gratis to the Author, or for review, advertising, sample or like purposes.

H.) On copies sold for export or outside the United States, through the medium of mail order, or at a discount of sixty-one percent (61%) or more from the retail list price (herein "special sales"), a royalty of six percent (6%) of the amount received by Publisher.

I.) On copies sold in bulk to book clubs six percent (6%) of the amount received by Publisher.

7. The net sums received by the Publisher from the licensing of the following rights in and with reference to the Work shall be divided between the Author and Publisher as follows:

	<u>PUBLISHER</u>	<u>AUTHOR</u>
A.. Digest abridgement, condensation or selection	25%	75%
B. Anthology or quotation	25%	75%
C. Book Club	25%	75%
D. Second serialization in a magazine, newspaper or other publication	25%	75%
E. Syndication	25%	75%
F. Advertising, cartoon strip, novelty or similiar commercial use of the Work based on the Work	25%	75%
G. Mechanical rendition and/or recording	25%	75%

SUBSIDIARY
RIGHTS

PUBLISHER AUTHOR

H. Translation & British Commonwealth	25%	75%
I. Hardcover and/or paperback edition licensed to another publisher	50%	50%

The Author's share of money received by the Publisher for licensing as listed above will be payable within ten (10) days of receipt of the money by the Publisher.

REPORTS AND STATEMENTS

8. The Publisher and/or co-publisher shall render semi-annual statements of account and any payments due. A reasonable reserve against anticipated future returns may be withheld from royalties due. These statements will cover the periods January 1 to June 30 and July 1 to December 31, but the first statement will not be issued until at least six (6) months after publication of the Work. Statements together with payment of amount due will be made March 31 and September 30.

FREE COPIES

9. The Publisher will furnish twenty (20) copies of the published Work to the Author without charge. Should the Author desire additional copies for his own use, they shall be supplied at a fifty percent (50%) discount from the retail cover price.

FIRST REFUSAL RIGHTS

10. The Author hereby grants the Publisher the first refusal right to publish the next Work in this genre written by the Author.

AGENT

11. The Author has appointed Larry Sternig Literary Agency 742 Robertson Street, Milwaukee, Wisconsin, 53213, as his agent in all matters pertaining to or arising from this agreement, and all payments to be made by Richard Gallen & Company, Inc. to the Author hereunder, including said advance royalty payment on the signing hereof, shall be made to and in the name of said agent, whose receipt therefore shall constitute a full and lawful receipt from the Author.

12. All rights not expressly granted to Publisher are reserved to the Author.

APPLICABLE LAW AND MODIFICATION

13. This agreement shall be construed and interpreted according to the laws of the State of New York and shall be binding upon the Publisher's personal representatives, successors and assigns. This agreement constitutes the complete understanding of the parties. No modification or waiver of any provisions hereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF the parties have duly executed
this agreement the day and year above written.

ANDRE NORTON

THOMAS DOHERTY ASSOCIATES, INC.

Andre Norton

AUTHOR

Thomas Doherty

PUBLISHER

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SOCIAL SECURITY NUMBER

WITNESS

WITNESS

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AGENT I.D. NUMBER