

# Agreement

made this 4th day of February 1972, by and between

ANDRE NORTON, Route 1, Box 19-B, Maitland, Florida 32751

the Author and/or Proprietor, party of the first part (hereinafter called the "Author"), and THE VIKING PRESS, INC., of 625 Madison Avenue, New York, N. Y. 10022, party of the second part (hereinafter called the "Publishers"), respecting a work at present entitled

consisting of **FORERUNNER FORAY** text

(hereinafter called "said work"), whereby it is mutually agreed between the Author and the Publishers as follows:

## PART ONE

1. The Author agrees to deliver the finished work and all relevant material (except Index) mentioned in 2A hereunder to the Publishers by **July 1, 1972** and hereby grants and assigns to the Publishers the sole and exclusive right to publish said work in volume form in the English language throughout the world

and also grants to the Publishers such further rights as are specified in Paragraph 5 hereafter. The phrase "in volume form" shall be defined as meaning publication of the work as a whole, or substantially complete, as a unit or at one time.

2. The Publishers agree to publish said work in volume form at their own expense, in style and price as they deem best, within **18 months from the date of this agreement** but they shall not be responsible for delays caused by strikes, lockouts, fires, or other circumstances beyond their control.

3. The Publishers agree to take all steps necessary to obtain copyright in the name of **Andre Norton** and thereby secure their own rights and those of the Author under the United States Copyright Acts and the Universal Copyright Convention; and the Author agrees to take out renewals whenever they fall due. Both parties agree to execute, at any time, all such papers and documents as may be necessary in order to protect, assign, renew or otherwise effectuate the rights herein, whether granted to the Publishers or reserved by the Author.

4. The Publishers agree to pay the Author as follows:  
A royalty for all copies sold of said work, less copies returned:

**10 per cent of the catalog retail price,**

with the following exceptions:

(a) On sales at a discount of 48 per cent or more, other than those mentioned in clause (b), when the royalty on regular sales is calculated on the retail price of the book, the prevailing royalty less one-half the difference between 44 per cent and the discount granted, but in no case less than one-half the stipulated rate unless specifically mentioned in this agreement;

(b) On copies sold for export, including sales to Canada, and on copies sold at a special price not exceeding 40 per cent of the catalog retail price, such as sales to employees for personal use, or sales in bulk to recognized Book Clubs or Reading Circles, or for use as premiums, a royalty of 10 per cent of the amount which the Publishers charge, with no deduction for cash discounts or bad debts; but if a recognized Book Club pays an outright sum or a royalty for a license to publish said work for distribution to its members or subscribers, the Author shall receive 50 per cent of the amount received by the Publishers;

(c) On copies sold in any six months' royalty period in which the regular sales do not exceed 500 copies, provided that such copies are from a reprinting made two years or more after first publication, one-half the royalty rates named above; this provision being made for the purpose of keeping the work in print and in circulation as long as possible;

Delivery of manuscript  
Publication rights granted

Agreement to publish

Copyright

Royalties:  
regular sales

export and special sales

book club sales

sales from later small editions

text-book  
sales  
overstock

cheap or  
reprint edition

mail-order

Library  
bindings

Additional  
rights:

editions in  
English  
abroad

first serial

digests,  
second serial,  
anthologies,  
mechanical  
reproduction

radio

motion-picture  
and dramatic  
translation

Option on  
other work

- (d) On copies of any text-book edition at a retail price lower than that of the regular trade edition, a royalty of 10 per cent of the amount which the Publishers charge, as qualified above;
- (e) On copies of overstock which the Publishers, after one year from the first publication of the said work, deem it expedient to sell at less than one-half the catalog retail price, a royalty of 10 per cent of the amount which the Publishers charge, but if such copies be sold at or below cost, no royalty shall be paid;
- (f) On all copies sold of a paperbound edition published by the Publishers (if there should be one), a royalty of 5 per cent of the retail price ( $3\frac{1}{3}$  per cent on export sales); on all copies sold of any hard-cover cheap edition which they publish (as authorized in 6A hereunder) at a price not more than two-thirds of the original retail price, a royalty of 10 per cent of the amount which the Publishers charge, as qualified above; but if the Publishers license publication of a hard-bound or paperbound reprint edition by another publisher, the Author shall receive 50 per cent of the amount received by the Publishers;
- (g) On copies sold direct to the consumer through the medium of mail-order coupon advertising or direct-by-mail circularization, a royalty of 5 per cent of the amount which the Publishers charge;
- (h) On all copies sold of editions in reinforced library bindings, if there should be such, a royalty of 10 per cent of the list price of such editions.

5. The Publishers shall also have the following exclusive rights with respect to which they alone may make arrangements both on their own behalf and on behalf of the Author when necessary, and the division of the net receipts from the sale or other disposition of these rights shall be as follows:

- (a) Publication by British or other foreign publishers of editions in English outside of the United States on a royalty basis or for an outright sum, 75 per cent to the Author and 25 per cent to the Publishers; but if the Publishers supply sheets or bound books at a price inclusive of royalty, the Author shall receive 20 per cent of the amount received by the Publishers;
- (b) Publication of separate parts, or of the work as a whole or abridged in two or more instalments ("first serial"), in magazines or newspapers before publication in volume form, 75 per cent to the Author and 25 per cent to the Publishers;
- (c) Publication of the book as a whole, substantially complete or condensed ("book digest" or "book preview"), in one issue of a magazine or newspaper, before or after book publication (provided such publication will not conflict with "first serial" publication); second serialization; syndication; reprinting in whole or in part or excerpts or digests in anthologies or other volumes, magazines or newspapers; visual, electronic, and/or sound reproduction and recording of the text and/or illustrations other than by motion picture, radio or television; public readings: 50 per cent to the Author and 50 per cent to the Publishers;
- (d) Radio and/or television broadcasting, 75 per cent to the Author and 25 per cent to the Publishers;
- (e) Motion-picture and/or dramatic (stage) rights, 75 per cent to the Author and 25 per cent to the Publishers, who shall pay any agency commissions out of their share;
- (f) Translation, 50 per cent to the Author and 50 per cent to the Publishers.

All rights not herein specifically granted to the Publishers are reserved by the Author.

6. ~~The Author hereby grants to the Publishers the option to publish the Author's next~~  
~~on the terms of the present agreement.~~

~~The Publishers shall exercise this option within two months of receipt of the completed manuscript, but not necessarily until at least one month after the publication of the next preceding book, and they shall publish the new book within one year of the date of its acceptance. If one of the option books should not be accepted, the Publishers' option on subsequent books shall become null and void.~~

7. The Publishers agree to pay to the Author, as an advance against and on account of all earnings due the Author under this agreement, the sum of \$1,500.00, payable as follows: \$750.00 on signing of this agreement, and \$750.00 on delivery of the completed manuscript.

*Handwritten signature*

## PART TWO

1A. Default in delivery of manuscript by the date above stated may be deemed cause for the termination of this agreement if the Publishers should so elect, and, in such case, they shall have the right to recover from the Author any and all amounts which they may have advanced to him or spent in the expectation that the agreement would be adhered to; but should the Publishers consent to accept the manuscript at a later date, they shall not be required to publish within the limit of time above stated.

2A. The Author agrees to deliver to the Publishers final revised copy satisfactory to them in content and form and ready for the press; if it should not be, the Author shall have the option of revising it or of commissioning the Publishers to have it properly prepared at the Author's expense. ~~If an index is required or if drawings, photographs, tables, maps, charts, or other illustrative matter should be deemed necessary by both parties, the copy shall be prepared or supplied by the Author or, in his default, by the Publishers at his expense.~~ If copyrighted matter is quoted, the Author shall obtain all necessary authorizations in advance at his own expense. If alterations in the proof are made at the Author's request (or because of the Author's failure to deliver accurate copy for the printer) which cost more than 10 per cent of the cost of composition, exclusive of the cost of correcting printers' errors, the Author shall be charged for such excess. The Author agrees to pay any and all such charges when billed by the Publishers.

3A. The Author represents and warrants that he is the sole author and proprietor of said work, and that he has full power to make this agreement and grant, that it in no way infringes upon any copyright or proprietary right of others, and that it contains nothing unlawful, libelous, or in violation of any right of privacy. The Author agrees to indemnify and hold harmless the Publishers against all liabilities, losses, damages, and expenses of any kind whatsoever resulting from any claim, action, or proceeding (whether or not based on a warranty, indemnity, or undertaking of the Publishers) asserted or instituted on the ground that the said work violates any copyright or proprietary right or contains anything unlawful, libelous, or in violation of any right of privacy.

In case of any infringement of the copyright of the said work by others, the Publishers may in their discretion sue or employ such remedies as they deem expedient, and all such suits or proceedings shall be at the joint expense of Author and Publishers, and the net proceeds of any recovery shall be divided equally between them, but the Author shall not be liable for any expenditure for such purposes in excess of \$500.00 undertaken by the Publishers without his previous consent in writing.

4A. The Author agrees that he will not, without the written permission of the Publishers, publish or permit to be published in book or pamphlet form, while this agreement is in force, any material based on said work, or of such a nature as to impede or reduce its sale.

5A. If the Author retains the right to first serialization of the work, he shall notify the Publishers promptly of any such arrangement for publication, in order that the Publishers, when they publish the said work, may be in a position to comply fully with all requirements under the United States Copyright Acts, and if any registered copyright therein shall be in the name of any person or party other than that stipulated in Paragraph 3 he shall deliver to the Publishers promptly legally recordable assignment or assignments of such copyright; he shall not require the Publishers to postpone publication, in order to permit serialization, beyond the season for which the book has been catalogued, without compensation satisfactory to the Publishers. If the Author should arrange for publication of said work elsewhere than in the United States (provided Paragraph 1 permits him to do so), he agrees that it shall not precede publication in the United States without the Publishers' consent in writing; and that, if publication elsewhere has taken or will take place with the Publishers' consent, they shall not be responsible for securing American copyright if it should be impracticable to obtain it without publishing sooner than agreed in Paragraph 2.

6A. The Author agrees that the Publishers may, after one year from the publication of said work, bring out editions at less than the regular price, or authorize another publisher to do so, and that, if the Publishers adjust the price of the regular edition remaining unsold in the hands of booksellers, the royalty on such copies shall be adjusted to conform to the terms for the cheap edition as stated above.

7A. On copies furnished gratis to the Author, or for review, advertising, sample, or like purposes, or on copies destroyed by fire or water, no royalty shall be paid.

8A. The Publishers may publish, or permit others to publish, broadcast, or telecast, without payment, such selections from said work for publicity purposes as they may consider appropriate to benefit its sale.

9A. The Publishers shall give to the Author on publication 10 free copies of said work, and he shall have the right to purchase copies for personal use, but not for re-sale, at 60 per cent of the catalog retail price. Such purchases shall be paid for within 30 days after the date of the Publishers' invoice.

10A. The Publishers agree to render semiannual statements of accounts to April 30 and October 31 of each year, on or before August 31 and February 28 following, and to make settlement in cash at the same time. In reporting sales the Publishers may withhold a reasonable reserve for future returns during the period after publication in which books are returnable by the booksellers. After two years following the original publication date regular royalty statements need not be issued by the Publishers until accumulated earnings from all sources,

*Author's failure to deliver MS.*

*Final copy, index, illustrations, etc.*

*Proof corrections*

*Author's guarantee as to proprietary rights, libel, etc.*

*Defense of copyright*

*Competitive material*

*Prior publication elsewhere*

*Cheap edition: authorization adjustment of royalties*

*No royalty on free copies*

*Selections for publicity*

*Author's copies*

*Accounting and payment*

due and payable, exceed \$10.00, unless requested in writing by the Author. Should the Author receive an overpayment he agrees that the Publishers may deduct such amount from any further earnings of said work or any other books by him which may be published by the Publishers, it being understood that an unearned advance is not an "overpayment."

*Default by the Publishers*

11A. If the Publishers should fail to pay moneys due or to deliver statements as agreed, within three months from the date of written demand by the Author or his representatives, this agreement shall be canceled and all rights in said work granted herein shall revert to the Author forthwith, and without further notice, and without prejudice to moneys due to him from the Publishers.

*Revised Editions*

12A. The Publishers' liability for loss of or damage to any property of the Author shall in no event exceed the amount payable to the Publishers under any insurance carried by them covering their liability for such loss or damage.

13A. In order to keep said work up-to-date the Author shall, if called upon by the Publishers, edit and revise it for new editions while this Agreement is in effect and shall supply any new matter that may be needful to that end. In the event of the Author neglecting or being unable by reason of death or otherwise to edit or revise said work, or supply new matter where needful, the Publishers may procure some other person to edit or revise said work, or supply new matter, and may deduct the expense thereof from the royalties payable to the Author, and in such revised edition may describe such person as editor or co-author. If revisions require resetting of more than 50 per cent of said work, and if the royalty rate provided in Paragraph 4 is on a rising scale, the rate on the new edition shall begin at the original rate provided for the first edition.

*Termination of this agreement*

14A. Should the Publishers fail to keep said work in print, and after written demand from the Author decline or neglect to bring it back into print within six months, this agreement shall terminate and all rights granted hereunder shall revert to the Author, together with any existing property originally furnished by him at his expense, provided that all obligations of the Author to the Publishers have been met. It is understood that the work shall be considered to be in print if it is on sale by the Publishers in any edition or if it is on sale in an edition licensed by the Publishers during the term of this agreement, or under option for such publication. Should the Publishers after two years from the date of first publication give three months' notice to the Author of their desire and intention to discontinue publication, this agreement shall terminate and all rights granted hereunder shall revert to the Author. In the event of reversion of rights the Author shall have the right to purchase the plates, if any, of said work at one-half of the manufacturing cost (including composition) and/or any remaining copies or sheets at one-half of the manufacturing cost of same, exclusive of overhead, in default of which the Publishers shall dispose of the same as they may see fit, without prejudice to moneys due to the Author.

*Assignment of this agreement*

This agreement shall be binding upon the heirs, executors, administrators, or assigns of the Author, and upon the successors or assigns of the Publishers, but no assignment shall be binding on either of the parties without the written consent of the other party to this agreement.

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

IN THE PRESENCE OF:

Witness

*Andie Norton*

Author and/or Proprietor

*Cary Ryan*

Witness

By *Oliver Warner*

THE VIKING PRESS INC.