

TOM DOHERTY ASSOCIATES, INC.  
8 WEST 36TH STREET  
NEW YORK, NEW YORK 10018

AGREEMENT made this 6th day of December 19 83 between  
TOM DOHERTY ASSOCIATES, INC., hereinafter called the "PUBLISHER," and

Atheneum Publishers  
597 Fifth Avenue  
New York, NY 10017

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 a work entitled

HERE ABIDE MONSTERS by André Norton

hereinafter called the "WORK":

The exclusive right to print, publish, co-publish and sell the Work, in paperback edition under its own name and under various imprints and trade names in the English language in the United States of America, its territories and its Possessions, in Canada and nonexclusively in the Open Market for a period of seven (7) years from the date of the Publisher's first publication.

COPYRIGHT

2. The Publisher shall print on each copy of the paperback edition on the page immediately before or after the title page all relevant information contained on the copyright page (including the copyright notice) of the original hardcover edition, and the statement:

"Reprinted by arrangement with  
Atheneum Publishers

DELIVERY OF BOOK

3. The Author will deliver to the Publisher two copies of the work.  
The Publisher agrees to follow the text of the hardcover edition faithfully.

WARRANTY AND INDEMNITY

4. The Author represents, warrants and covenants that he controls the rights herein granted to 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 and other

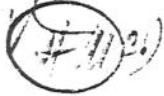
unlawful matter and does not invade the right of privacy of anyone. The Author agrees to indemnify and hold harmless the Publisher and its distributors and licensees of the Work against any loss, expense or damage including court costs and reasonable attorney's fees, incurred by it by reason of any finally 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 a guaranteed advance against all earnings hereunder, the sum of

\$12,500

payable one-half on signing, and one-half on publication of its edition/ Such publication shall take place no later than two (2) years from the date of this agreement or the date of the exhaustion of the DAW inventory, whichever is later. \*  
ROYALTIES /but in no event later than December 1, 1985

PLEASE  
  
INITIAL

6. (a) The Publisher will pay to the Author a royalty based on the United States suggested retail cover price of each copy of the Book sold hereunder, in the United States: eight percent (8%) on the first 150,000 copies sold and ten percent (10%); hereafter;

(b) A royalty of ~~five percent (5%)~~ of the net amount received by the Publisher for /seven and one-half (7½%) copies of the Work sold for export, or outside the United States;

(c) A royalty of ~~five percent (5%)~~ of the net amount received by the Publisher for all /seven and one-half (7½%) copies of the Work sold at a special discount of sixty percent (60%) or more of the suggested retail 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 net amount received ~~on~~ /as specified in Paragraph 6(a) above 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 by the Publisher for use as premiums, gifts or similar special use in bulk quantities, and book clubs;

(f) On sales under subparagraphs (b) - (e), in determining the "amount received" by Publisher shipping or mailing and insurance costs or charges and excise, state, local and similar taxes shall be excluded;

(g) No royalty shall be paid on copies of the Work that are damaged or destroyed, or on copies furnished gratis to the Author, or for review, advertising, sample or like purposes;

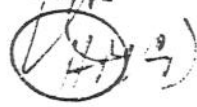
(h) If the Publisher determines the Work has ceased to have a remunerative sale, the Publisher has the right to dispose of all existing stock of the Work and pay the Author a ~~four percent (4%)~~ /royalty of the net amount received from such sale. However, no royalty /seven and one-half (7½%) shall be paid if such a sale is made at or beneath manufacturing cost.

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7. The net sums received by the ~~Publisher~~ /Author, who shall have the sole right to license the following rights in and with reference to the Work, shall be divided between the Author and Publisher as follows:  
after consultation with Publisher

Book Club (paperback) PUBLISHER: ~~50% (fifty percent)~~ 25% (twenty five)  
AUTHOR: ~~50% (fifty percent)~~ 75% (seventy five)

\*Failure to Publish. See Rider.

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REPORTS AND PAYMENTS

8. The Publisher shall render semi-annual statements April 30 and October 31 in each year after publication of the Work in accordance with Publisher's regular accounting practices, showing the amounts due Author hereunder for the periods July 1 - December 31 and Jan. 1 - June 30, respectively. Payment of the amount due on the statement, after allowance of a reasonable reserve for returns and deductions of amounts payable to the Author as advances hereunder, shall be made April 30 and October 31. However, the first statement shall not be issued to cover a period of less than six (6) months from the date of publication of the Work.

FREE COPIES


9. The Publisher will furnish twenty (20) copies of the published Work without charge. Should the Author desire additional copies for his own use, they shall be supplied at seventy percent (70%) discount from the retail cover price. Author will sell to us at ~~their own~~ <sup>seventy (70%) discount from list price</sup> copies of the Work for promotional purposes, if available.

FIRST REFUSAL RIGHTS

~~10. The Author hereby agrees to submit to the Publisher the next book length Work in this genre written by~~

André Norton

~~for which the Author has a contract, provided the Author has paperback rights in the United States for same, before submitting the work to any other publisher. If after sixty days following submission of the Work, Publisher and Author have not reached an agreement, Author shall be free to offer the Work elsewhere.~~

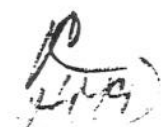
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REVERSION OF RIGHTS

11. If, after ~~five (5)~~ <sup>three (3)</sup> years from the date of signing of this Agreement, the Work is out of print, and the Publisher, on receipt of a ~~certified letter~~ from the Author requesting that the Work be reprinted, either refuses to reprint the Work, or within six (6) months of said receipt has failed to do so, or commence work on a new edition, then the license herein granted shall automatically terminate, and all rights herein granted shall revert to the Author, ~~except that any sublicensing arrangements granted pursuant to this Agreement will continue in full force and effect. In the event that this agreement is terminated prior to its full term, the Publisher will, on request, supply the Author with a list of all such arrangements.~~ It is understood that in the event that rights to the Work revert to the Author, the Publisher, or its successors or assigns, will have the right to sell copies in inventory printed prior to receipt of the Author's reversion request, should such request be made.

\*Publication  
/written request



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 modifications 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.

TOM DOHERTY ASSOCIATES, INC.

*[Handwritten signature]*

AUTHOR

*[Handwritten signature]*

PUBLISHER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

Rider to the Agreement.

14. With the exceptions of advertisements for books which Publisher publishes, no advertisements may be inserted or printed in any edition of the book without Seller's consent.

Rider to PARAGRAPH 5: In the event Publisher fails to publish the work in the time specified this agreement shall automatically terminate and Author shall retain as liquidated damages the total advance due, twelve thousand five hundred (\$12,500) under the terms of this agreement and Publisher shall have no further liability to Author.

PLEASE  
*[Handwritten initials]*  
INITIAL