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 TOR BOOKS

Tom Doherty Associates, Inc.

8-10 WEST 36 STREET NEW YORK NY 10018 212/564-0150

AGREEMENT made this 8TH day of AUGUST 1984 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

HOUSE OF SHADOWS by Andre Norton and Phyllis Miller

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 twenty (20) copies of the hardcover edition. 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

\$7,500.00

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|---------------------|
| APPROVED |
| <i>M K M S.</i> |
| <i>Harriet M...</i> |

payable one-half on signing, and one-half on publication of its edition, ~~or~~ ~~eighteen months from the date of this agreement~~, whichever is earlier. Such publication shall take place no later than two (2) years from the date of this agreement. Failure to publish, see rider. ~~but~~ no later than January 31, 1986

ROYALTIES

6. (a) The Publisher will pay to the Author a royalty based on the United States suggested retail 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 (10%) thereafter;

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

(c) A royalty of seven and one-half percent (7½%) 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 suggested retail price except when these are sold at or below cost, in which case no royalty shall be paid;

(d) A royalty, as specified in 6a, of the net amount received 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 seven and one-half percent (7½%) royalty of the net amount received from such sale. However, no royalty shall be paid if such a sale is made at or beneath manufacturing cost.

7. The net sums received by the 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: | 25% (twenty five percent) |
| | AUTHOR: | 75% (seventy five percent) |

REPORTS AND PAYMENTS

8. The publisher shall render semi-annual statements April 30 and October 31 in each year after the publication of the Work in accordance with Publisher's regular accounting practices, showing the amounts due Author hereunder for 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 seventy percent (70%) discount copies of the Work for promotional purposes, if available.

FIRST REFUSAL RIGHTS

9. The Author hereby agrees to submit to the Publisher the next book-length Work for this age group written by

Andre Norton, with or without Phyllis Miller,

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 (60) days following the submission of the Work, Publisher and Author have not reached an agreement, Author shall be free to offer the Work elsewhere.

REVERSION OF RIGHTS

11. If, after three (3) years from the date of publication, the Work is out of print, and the Publisher, on receipt of a written request 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. 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.

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.

James P. McDougal
AUTHOR

Markon Gray
PUBLISHER

TER Books
Ray M. Hood
WITNESS

Judith Sandman
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 dollars (\$12,500.00)~~ under the terms of this agreement and Publisher shall have no further liability to Author. /Seven Thousand Five Hundred Dollars (\$7,500)

APPROVED
Markon Gray
Judith Sandman