

THE GNOME PRESS, INC.

80 EAST 11th STREET NEW YORK 3, N. Y.

AUTHOR'S CONTRACT

AGREEMENT made this 14th day of October 1955
between Andre Norton
hereinafter referred to as the Author and designated by the masculine singular pronoun, and THE GNOME PRESS, INC. of New York, New York, hereinafter designated as the Publisher.

1. *Grant of Rights:*

The Author hereby grants and assigns to the Publisher the following rights and privileges in, to and in connection with the work now know as

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(hereinafter referred to as the "work") during the full terms of copyrights and all renewals and extensions thereof:

a. Full, sole and exclusive license to print, publish and sell the said work in book form in the English language and to license its publication by Book Clubs in the United States of America, the Philippine Islands, and Dominion of Canada, and to sell the same non-exclusively for export to all other countries throughout the world, exclusive of the British Empire (except Canada).

b. Full, sole and exclusive right to license the said work for publication in the English language throughout the British Empire (except Canada), revocable at the instance of the Author with respect to any part of the British Empire (except Canada) where the work has not been licensed for publication or is not under option for publication within eighteen (18) months after first publication in the United States.

c. Full, sole and exclusive right to license the said work for publication in all other languages and countries throughout the world, revocable at the instance of the Author with respect to each country or language in which no license or option has been given within three (3) years after first publication in the United States.

2. *Copyright:*

The Publisher is hereby expressly authorized to take out copyright for the work in the name of the Author and to obtain all renewals of copyright, to hold said copyrights and renewals, and to publish the work during the terms thereof.

3. *Author's Warranty:*

The Author represents and guarantees to the Publisher that he is the sole author of the said work, that he is the owner of all the rights granted to the Publisher hereunder, that the said work contains no libelous, obscene or other unlawful matter; and that it in no wise infringes upon copyright or violates any other right of any person or party whatsoever, and he agrees to hold the Publisher harmless against any claim or demand or against any recovery in any suit which may be brought or had against the Publisher, including counsel fees incurred, by reason of a violation of any proprietary right or copyright, or because of any libelous, obscene or other unlawful matter contained in the said work. In defending any such claim, demand or action, the Publisher shall have the right to select counsel.

4. *Copy for Printing:*

The Author agrees to supply final revised copy, in proper shape for the press, not later than

If the Author fails to deliver such copy within ninety (90) days after said date the Publisher may terminate this Agreement by giving written notice to the Author to such effect and thereupon shall be entitled to repayment from him of all amounts which may have been advanced to him as hereinafter provided. Unless the Publisher shall notify the Author in writing within ninety (90) days from the receipt of such finally revised copy that it is unsatisfactory, it shall be deemed to have accepted said manuscript for publication, subject however, to the provisions of Paragraph 6.

5. *Permissions and Assignments:*

The Author agrees to supply free of charge to the Publisher all permissions or assignments of copyright for text used in published form or copyrighted elsewhere.

6. *Style, Price and Date of Publication:*

The Publisher shall, within two years after the Author has delivered a complete and satisfactory manuscript as provided in Paragraph 4, publish said work at its own expense and in such style and manner and at such price as it deems best suited to the sale thereof. No changes, additions or eliminations with reference to the manuscript shall be made without the consent of the Author. However, in no event shall the Publisher be required to publish a manuscript which in its opinion contains libelous, obscene or otherwise unlawful matter. The Publisher shall not be responsible for delays caused by any wars, civil riots, strikes, fires, Governmental restrictions, or other similar or dissimilar circumstances beyond its control, and in the event of the occurrence of any such circumstance the publication date shall be deemed extended until the next Spring or Fall season immediately succeeding the removal of the cause of such delay. The Publisher shall keep said work in print as long as it shall deem expedient, however, to the terms in Paragraph 15.

7. *Corrections and Revisions:*

The Author agrees to read, revise, correct and promptly return all proof sheets of the work, and to pay in cash or, at the option of the Publisher, to have charged against any sums accruing to him under this Agreement, the cost of alterations, in type or in plates, required by the Author, other than those due to printer's errors, in excess of ten per cent (10%) of the initial cost of the type and the plates, provided a statement of these charges be forwarded to the Author within thirty (30) days of the receipt of the printer's bills, and the corrected proofs be presented for the inspection of the Author at the office of the Publisher, upon the former's request.

8. *Royalties:*

The Publisher shall pay to the Author:

a. Except in the cases hereinafter provided, a royalty of ten per cent (10 %) of the retail price of every copy sold of said work, less returns, for all copies sold up to and including 5,000 copies; twelve $\frac{1}{2}$ per cent (12 $\frac{1}{2}$ %) of the retail price of every copy sold of said work, less returns, for all copies sold up to and including 10,000 copies; and fifteen per cent (15 %) of the retail price of every copy sold of said work, less returns, for all copies sold in excess thereof. Copies covered by any other subdivision of this Paragraph, including subdivision b., shall not be included in such computation.

Special Sales at Increased Discounts:

b. Where the discount in the United States is fifty (50 %) or more, a royalty of ten per cent (10%) of the amount of the Publisher's receipts from sales, less returns.

c. On copies sold for export at a reduced price, and on copies sold in quantities to justify a special discount of sixty per cent (60%) or more from the retail price, a royalty of ten per cent (10%) of the amount of the Publisher's receipts from sales, less returns.

d. A royalty of ten per cent (10%) of the amount of the Publisher's receipts for all copies of overstock which the Publisher, after one year from the first publication of the said work, deems it expedient to sell at "remainder" prices, i.e., at less than one half the retail price, except when these are sold at or below cost, in which case no royalty shall be paid.

Free Copies:

e. On copies furnished gratis to the Author, or for review, advertising, sample or like purposes, no royalty shall be paid.

Reprint and Book Clubs:

f. If the Publisher causes to be issued a reprint edition of said work at a cheaper retail price, it shall pay the Author on the sale of such copies, less returns, a royalty of five per cent (5%).

g. If said work is sold to a Book Club which pays an outright sum for a license to publish said work for distribution to its members or subscribers, the amount received shall be divided equally between the Author and the Publisher, and the Author's share shall be paid to him within two weeks after the receipt thereof by the Publisher.

Braille:

h. The Publisher is authorized to permit publication of the work in Braille, or photographing and/or microfilming the work for sale to the physically handicapped without payment of fees and without compensation to the Author.

Permission to Quote:

i. The Publisher may publish or permit others to publish such selections from said work, for publicity purposes, as it may think appropriate to benefit its sale, without compensation to the Author.

Reduced Royalty:

j. For the purpose of keeping the work in print and in circulation as long as possible, the Author agrees that, after one year from the date of first publication, if any six months' royalty period the sales of the work do not exceed 250 copies, he will accept one-half the stipulated royalty on such semi-annual sales of 250 copies or less, provided such copies are sold from a reprinting of 1,000 copies or less; this reduction in royalty being made by reason of the increased cost of manufacture per copy of such small printings.

Advance:

k. The Publisher shall pay to the Author as an advance against and on account of all monies accruing to him under this Agreement, the sum of Five Hundred dollars (\$ 500.00) payable \$100.00 on signing, \$200.00 on publication and \$200.00 30 days after publication. Any such advance, to the extent unearned, shall not be repayable, provided that the Author is not in default under this Agreement.

9. *Cheap Reprint:*

The Author grants exclusively to the Publisher the following rights:

a. To license the publication of a cheap or reprint edition by another publisher with the consent of the Author, provided that the Author shall be deemed to have given such consent if within thirty (30) days after forwarding of written request for such permission he fails to notify the Publisher in writing of his refusal to consent. If such license shall be granted the Publisher shall pay the Author fifty per cent (50%) of the net proceeds. If the Publisher makes rebates or credits to booksellers on copies remaining unsold in their hands at the time of the publication of the reprint edition, to enable the said booksellers to retail copies in question at the price of the reprint edition, the royalties on such copies shall be adjusted to conform to the same terms as for the reprint edition.

b. Reprinting selections, digests, abridgments, magazine condensations, second serialization, syndication, and microfilming. The division of any sums received therefrom shall be fifty per cent (50%) to the Author and fifty per cent (50%) to the Publisher.

10. *Translation and Foreign Rights:*

With respect to the rights granted to the Publisher under Paragraph 1, subdivisions b. and c., the division of any sums received therefrom shall be as follows:

a. For independent publication in the British Empire (except Canada) and elsewhere outside the United States on a royalty basis, eighty per cent (80%) of the royalty or fee received to the Author and twenty per cent (20%) to the Publisher. In the event of the sale of an edition in sheets to a foreign publisher at a price inclusive of royalty, the sum accruing over and above the actual manufacturing charge (not including overhead charges) shall be divided equally between the Author and the Publisher; where the foreign publisher pays an independent royalty on sheets, such royalty shall be divided equally between the Author and the Publisher.

b. Translation, seventy-five per cent (75%) to the Author and twenty-five per cent (25%) to the Publisher.

11. *Dramatic,
Motion Picture,
Radio and
Television
Rights:*

The Author grants to the Publisher the exclusive right to act as agent in his behalf in disposing of the following rights throughout the world, and the division of any sums received therefrom shall be as follows:

a. First serial, dramatic, radio and television broadcasting rights, and reproduction by phonograph records or other mechanical devices, ninety per cent (90%) to the Author and ten per cent (10%) to the Publisher.

b. Motion picture, sight and sound and allied rights, ninety per cent (90%) to the Author and ten per cent (10%) to the Publisher.

c. In the event of the sale of the motion picture rights within two years after publication of the work, whether or not the Publisher acts as agent in effecting the sale, the Publisher shall receive, as acknowledgment of its contribution to the value of said rights, one-half of the amount expended by it during the first two years after publication in advertising the work, but in no event more than fifteen per cent (15%) nor less than ten per cent (10%) of the Author's total net receipts from such sale. The Publisher shall also receive ten per cent (10%) of any additional money received by the Author from such sale pursuant to any so-called escalator clauses based on book and/or Book Club sales. The total of the payments received by the Publisher under this paragraph shall not exceed twenty-five per cent (25%) of the Author's total net receipts from the sale of the motion picture rights but shall be in addition to the ten per cent (10%) to be paid to the Publisher if it acts as agent for the Author, as provided in clause b.

d. In the event of the sale of the motion picture rights, the Author or the Publisher, as the case may be, may grant to the Purchaser the privilege to publish excerpts and summaries of the work not to exceed in the aggregate 7,500 words, for advertising and exploiting such motion picture, provided, however, that such grant shall require the Purchaser to take all steps which may be necessary to protect the copyright of the work.

12. *Author's
Copies:*

The Publisher shall give to the Author on publication ten (10) free copies of said work and the Author shall have the right to purchase further copies for personal use, but not for resale, at a discount of forty per cent (40%) from the catalog retail price.

13. *Option:*

The Author agrees to submit to the Publisher his next book-length work before submitting the same to any other publisher. The Publisher shall be entitled to a period of six weeks after submission of the completed manuscript, and in no event less than one month after the publication of the Author's last preceding book, within which to notify the Author in writing whether it desires to publish such manuscript, upon substantially the same terms and conditions as relate to the work that is the subject of this Agreement.

14. *Statements
and
Payments:*

The Publisher agrees to render a semi-annual statement of account to the last day of May or the last day of November immediately following the publication of the said work and to render similar semi-annual statements for all succeeding periods of six months during which copies of said work shall have been sold, and to forward such statements together with checks in payment of the amounts due thereon during the months of July and January following to the address of the Author as the same appears at the beginning of this agreement. If in any six months' period the total payments are less than \$10.00, the Publisher may defer the rendering of the statements and payments until such time as the sum of \$10.00 or more shall be due. Upon his written request, but no more than once in every eighteen (18) months, the Author may examine or cause to be examined through certified public accountants the books of account of the Publisher in so far as they relate to the said work; provided, however, that if such examination shall not establish errors of accounting (arising from causes other than an interpretation of the terms hereof) amounting to One Hundred Dollars (\$100.00) or more to the Author's disadvantage, the cost of such examination shall be borne by the Author; otherwise by the Publisher.

15. *Termination
and Reversion
of Rights:*

In case the Publisher fails to keep said work in print and for sale and the Author makes written demand upon the Publisher to reprint said work and to offer it for sale, the Publisher shall, within sixty (60) days after receipt of such demand, notify the Author in writing as to whether it intends to comply with such request. In the event that the Publisher shall notify the Author that it intends to comply, it shall have the option so to reprint and offer said work for sale at any time within six (6) months from the date of receipt of the Author's demand. In the event that Publisher fails to notify the Author within said sixty (60) days that it intends to comply with said request, or within six (6) months after receipt of said written demand from the Author, declines or neglects to reprint said work and to offer it for sale, or in case after two years from the date of first publication of said work it gives three months' notice to the Author of its intention to discontinue publication, then this agreement shall terminate and all rights granted hereunder shall revert to the Author, together with any existing property originally furnished by the Author. In the event of any termination of this agreement, the Author shall have the right for thirty (30) days thereafter to purchase the plates, if any, of said work at one-fourth 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 which the Publisher may dispose of the same as it sees fit, without prejudice to royalties due to the Author, as elsewhere provided herein. If, however, the work is on option for publication within two years from the date of the demand hereinabove referred to, or under contract for publication or on sale in a reprint or cheap edition, it shall be considered to be in print. Notwithstanding anything to the contrary herein contained, if at any time after the expiration of one year from the date of publication the Publisher shall determine that there is not sufficient sale for the said work to enable it to continue its publication and sale profitably, the Publisher may dispose of the copies remaining on hand as it deems best, subject to the provision with regard to royalty as set forth in Paragraph 8, subdivision d.

