

New York City, May 21, 1947

Andre Norton

hereinafter described as the author, and referred to by the masculine singular pronoun, and Harcourt, Brace and Company, Inc., hereinafter described as the publishers, agree as follows:

I. ~~Within~~ On or before July 1, 1947 ~~from the date of this agreement~~, the author shall place in the hands of the publishers the manuscript and materials from which illustrations, if needed, can be prepared without redrawing, of a work to contain about fifty thousand words, and provisionally entitled

S C A R F A C E .

If the manuscript is not furnished properly prepared for the press, 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 the author fails to deliver the manuscript within the specified time, unless extended in writing by the publishers, or if the manuscript as delivered shall prove unsatisfactory to the publishers, the publishers shall have the right to terminate this agreement and to recover from the author any and all amounts which they may have advanced to the author in connection with the work which is the subject of this agreement, but until this agreement has been terminated and until such amounts as have been paid in advance have been repaid to the publishers the author shall not be free to cause the publication of the said work elsewhere.

II. The right to receive the royalties and other considerations hereinafter named shall be the property of the author, and his representatives and assigns. He guarantees to the publishers that the work has not heretofore been published in book form and that he is the author and, for the purposes of this agreement the sole proprietor of said work; and he agrees to pay anything that may be legally or equitably due to any other person on account of any portion of the contents of said work; and he further agrees that during the life of this agreement he will not, without the consent of the publishers, furnish to any other publisher any work on the same subject, and of similar extent and character, apt to conflict with the sale of the work above named, and that in case the publishers object to any future work of his as apt so to conflict or as so conflicting, the question of conflict and damages shall be referred to arbitration in accordance with Clause XII of this agreement. He further guarantees to the publishers that the said work is in no way whatever a violation of any copyright belonging to any other party, and contains nothing scandalous or libelous, and that he will hold harmless and defend the publishers from all manner of claims on the ground that said work contains such violation, or anything scandalous or libelous, and that he will compensate them for any sums, including their attorneys' fees, which they may find it necessary to pay in settlement of any claim or judgment against them, as well as for any property or advertising whose value is impaired by reason of such violation of copyright, or publication of libel or scandal.

III. In consideration of the stipulations and covenants of the respective parties hereto, the author hereby grants to the publishers and their successors, representatives and assigns full, sole and exclusive license to print, publish and sell the above work. The publishers shall within reasonable time publish said work at their own expense in such style and manner, and shall keep it in print as long, and at such times, as they shall deem expedient. They shall have the exclusive right to take out copyright in their own name, or in the name of the author if he so elects, but unless specially agreed in writing they shall not be responsible for taking out any copyright outside of the United States. They shall also have the right to effect any renewals of copyright that may be provided for by law, and the right to any assistance from the author or his executor, heirs, or next of kin essential thereto. The author shall divide equally with the publishers the expenses of any suit the publishers may bring for infringement, and shall receive one-half of any damages that may be recovered in any such suit; or the author may, at his option, decline to participate in the risks and proceeds of any such suit, leaving both open to the publishers.

in the United States and its possessions, and the right to sell elsewhere throughout the world except the British Empire

IV. For alterations which the author makes in proof after the type has been set up in conformity with the manuscript, he shall pay all charges in excess of fifteen per cent of the cost of the type-setting from the original manuscript; and he shall pay in full for any corrections in the plates which he requires, or which are necessary for the correction of actual errors, after the plates have been made in conformity with the last page proof as corrected by the author. At any time after proofreading begins, in case the publishers find the rate of alterations in proof materially above the allowance, the author shall, on demand, deposit on account of them such a reasonable amount as the publishers may ask for. The author shall promptly furnish copy for an index satisfactory to the publishers, if they consider one desirable.

V. ~~Whenever called upon by the publishers, the author shall prepare matter for new editions of the work. In case of desiring a new edition, or new editions, after the author's death or disability, the publishers may engage competent persons to prepare them, and charge the expense against the author's royalty. Unless otherwise agreed, the plates shall be arranged for such new editions at the expense of the publishers, but the publishers shall not bear the expense of inserting any amendment unless they consider it important enough to justify insertion.~~

VI. Except in the cases hereinafter provided, the publishers shall pay the author a royalty of ten (10) per cent of the published price on all copies of the regular edition which they sell. On the signing of this agreement, the publishers shall pay the author an advance of four hundred dollars (\$400.00) on account of income accruing to the author from the work which is the subject of this agreement.

VII. When copies or editions, whether bound or in sheets, are sold at half the published price or less, ~~less than the net wholesale price~~, or for export, the publishers shall pay the author a royalty of ten per cent of the price actually received. After two years from the date of original publication if it be a work of non-fiction or after one year from the date of original publication if it be a work of fiction the publishers shall have the right to publish under their own imprint cheap editions of said work at any price less than two-thirds of the original published price and they agree to pay the author, in consideration of the right to publish said cheap editions, seven per cent of the retail price of each copy sold of said editions; and the publishers shall also have the right to grant the cheap edition rights of said work on a royalty basis to a regular cheap edition publisher and in consideration of this right they shall pay the author one-half the actual royalty received from said cheap edition publisher. If the publishers arrange for independent publication in any foreign market on a royalty basis, or for an outright fee, they shall pay the author two-thirds of the royalty or fee received. The publishers shall control anthology rights, digest rights, and rights to publish selections, and if such rights are sold the proceeds shall be equally divided between the author and the publishers. The publishers shall control all translations, serialization after publication in book form, dramatic and motion picture (sight and sound), radio broadcasting, and television rights; the publishers shall pay the author two-thirds of the net proceeds from the sale of such rights. No royalty shall be paid for copies given away for advertising purposes, or for remainders or damaged copies sold below cost. ~~In cases of introductory sale as a text-book where new or second-hand copies of a displaced book are taken in exchange the publishers shall pay the author one-half the regular rate of royalty on all copies partially paid for by books.~~

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VIII. If book club rights are sold to a recognized book club which pays a royalty or an outright sum for a license to distribute to its members or subscribers the work which is the subject of this agreement, the publishers shall pay the author one-half of the amount received therefor.

IX. The publishers shall be responsible for only the same care of any property of the author in their hands under this agreement that they take of their own. They shall be responsible for its safety from fire or water or loss only to such an amount (if any) as the author shall request them in writing to keep it insured for at his charge.

X. If the publishers, because the demand for the work is not, in their opinion, sufficient to render its publication profitable, wish to discontinue permanently the publication of said work and they are ready to melt the electrotype plates (if any), the author shall have the right to take from the publishers, as an entirety, the copyright, all bound copies on hand at twenty-five per cent of published price, all copies in sheets at twelve per cent of published price, and the stamps, electrotype plates and engravings of illustrations (if any), at one-half their cost to the publishers, including the composition; upon the failure of the author to exercise this option by paying for the same in cash within thirty days after notice has been mailed to him by the publishers to his latest address on the publishers' books, the publishers shall have the right to dispose of the property as they may see fit, free of any commission or royalty or any other responsibility under this agreement.

XI. Settlements of accounts, up to each January and July, shall be had on the twenty-fifth day of each April and October respectively subsequent. The balance to the author's credit at any settlement shall be paid one-half in cash and the remainder in sixty days. Whenever the semi-annual sales fall below fifty copies, no accounting shall be had until the next semi-annual settlement after the sales unaccounted for aggregate fifty copies. The interest, property, and liabilities of either party under this agreement can be assigned without responsibility for any act or failure of the assignee, but can be assigned only in entirety.

XII. All disputes that may arise relating to this agreement shall be submitted to Arbitration under the rules for the time being of the Committee on Arbitration of the Chamber of Commerce of the State of New York. In the event of the failure of the parties to agree upon arbitrators, the Committee on Arbitration of the Chamber of Commerce is hereby authorized to select three impartial persons from the "official list" of Arbitrators with the same force and effect as if their names were herein inserted. When the arbitration is to be held in a jurisdiction other than New York, the Rules of the American Arbitration Association shall apply.

right belonging to any other party, and contains nothing scandalous or defamatory, and that he will hold harmless and defend the publishers from all manner of claims on the ground that said work contains such violation, or anything scandalous or libelous, and that he will compensate them for any sums including their attorneys' fees, which they may find it necessary to pay in settlement of any claim or judgment against them, as well as for any property or advertising whose value is impaired by reason of such violation of copyright, or publication of libel or scandal.

XIII. In consideration of the stipulations and covenants of the respective parties hereto, the author hereby grants to the publishers and their successors, representatives and assigns full, sole and exclusive license to print, publish and sell the above work. The publishers shall within reasonable time publish said work at their own expense in such style and manner, and shall keep it in print or copy...

In consideration of the mutuality of this agreement, the parties agree to all its provisions, and in testimony thereof, affix their signatures and seals.

author's signature here ->

Rudie Norton

HARCOURT, BRACE AND COMPANY, INC.,

Walter C. Brace, Pres.

Spencer Brown, Vice Pres.

AGREEMENT

between

Andre Norton

and

**HARCOURT, BRACE
AND COMPANY
INC.**

relative to

SCARFACE

date May 21, 1947

XI. Settlements of accounts up to each January 1st shall be on the twenty-fifth day of each April and October. The balance to the author's credit at any settlement shall be paid in cash and the remainder in sixty days. Whenever the semi-annual sales fall below fifty copies, no accounting shall be had until the next semi-annual settlement after the sales unaccounted for aggregate fifty copies. The interest, property, and liabilities of either party under this agreement can be assigned without responsibility for any act or failure of the assignee, but can be assigned only in entirety.

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IV. For alterations made in proof, the publisher shall pay the author a royalty of fifteen per cent of the published price of all copies of the book. For alterations made in galley, the publisher shall pay the author a royalty of ten per cent of the published price of all copies of the book. For alterations made in copy, the publisher shall pay the author a royalty of five per cent of the published price of all copies of the book. For alterations made in the text of the book, the publisher shall pay the author a royalty of ten per cent of the published price of all copies of the book.

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