



Literature to feed
the imagination

Specializing in reprinting quality children's books

AGREEMENT

Dated 1/24/01 between **BETHLEHEM BOOKS**, 10194 Garfield Street South, Bathgate ND 58216 U.S.A. (hereinafter called the "Publisher") and

Andre Norton

STERNIG + BYRNE
Care of ~~Jack Byrne~~ Literary Agency whose address is 3209 S 55th St, Milwaukee WI 53219-4433. (Hereinafter called the "Author" whether singly or collectively), being the Author of a book (hereinafter referred to as the "Work") bearing the title of

Shadow Hawk

THE AUTHOR AGREES:

1. To grant the Publisher the full and exclusive rights to do the following:
 - (a) publish and sell the English Language edition of the Work and any revision thereof throughout the world;
 - (b) to publish a paperback edition of the same book;
 - (c) to grant another publisher the right to publish an abridged or low-priced edition, or lease or permit the use of plates for such purpose;
 - (d) to publish the book in whole or in part, or in abridged form, in newspapers or magazines or books, or to grant the right to do so, or lease or permit the use of the plates for such purpose;
 - (e) to make arrangements for sale by clubs or organizations such as book clubs, which promote group or series sales in any manner.

These rights are granted for the full term of the copyright available in each country, including renewals and extensions.

2. All details of productions, advertising and sale of the Work, including price, shall be decided by the Publisher.
3. To guarantee to the Publisher that the Work is free from previous agreements; contains to the best of her knowledge no libelous or unauthorized matter; that it in no way infringes on any copyright or violates any right belonging to others; and that the Author assumes full liability to the Publisher for any claim, demand or suit brought against the Publisher by reason of material in the Work, and for any expense incurred by the Publisher as a result thereof.

4. Not to publish or allow to be published elsewhere any part or all the Work in the English language without the written consent of the Publisher other than in versions not covered by this agreement (audio, electronic, and large print). In the event of the sale of audio, electronic or large print rights, the Author agrees to notify the Publisher of the said sale.

5. To supply one or more photographs of the Author and any available information about her literary activities and her background, her academic credits and other material which, in her own judgement, will help promote a greater distribution of the Work.

THE PUBLISHER AGREES

6. To publish the Work at its own expense within 18 months from the date of this agreement. The first printing shall consist of at least 2,000 copies. The Publisher shall not be held responsible for delays caused by circumstances beyond its control.

7. To pay to the Author as a guaranteed advance and on account of any sums which may become due to the Author under this agreement the sum of \$2000. Half to be paid within 30 days of the signing of this agreement and half within 30 days of the publication of the Work.

8. To pay the Author royalties on all copies of the Work actually sold (excluding complimentary, review copies, copies sold to the Author as provided in paragraph 10, damaged or returned copies) as follows:

For all copies sold, up to the first 10,000,

- (a) on such copies sold in the United States of America: 10% of the retail price of the Work on the all copies sold, except as specified below:
- (b) on all copies sold in Canada and other countries; on all copies sold anywhere at a discount of 50% or more, and on all copies sold at temporary reduced prices through special mail order or other promotion, royalties specified in subparagraph (a) above shall be paid on the actual sales price.

For all copies sold, up to the next 5,000,

- (c) on such copies sold in the United States of America: 12% of the retail price of the Work on the all copies sold, except as specified below:
- (d) on all copies sold in Canada and other countries; on all copies sold anywhere at a discount of 50% or more, and on all copies sold at temporary reduced prices through special mail order or other promotion, royalties specified in subparagraph (c) above shall be paid on the actual sales price.

For all copies sold above the foregoing quantities,

- (e) on such copies sold in the United States of America: 15% of the retail price of the Work on the all copies sold, except as specified below:
- (f) on all copies sold in Canada and other countries; on all copies sold anywhere at a discount of 50% or more, and on all copies sold at temporary reduced prices through special mail order or other promotion, royalties specified in subparagraph (e) above shall be paid on the actual sales price.

- (g) on the sale of rights of abridgements, extracts, or licenses to publish or to reprint, sixty-five percent (65%) of the sums derived therefrom shall be payable to the Author in lieu of royalties;
- (h) on copies sold to Book Clubs or similar organizations for sale to their members at a special published price, 50% of the difference between the publication cost and the sums received by the Publisher;
- (i) on the sales of any other rights herein granted but not otherwise accounted for, sixty-five percent (65%) of the net sums derived there from shall be payable to the Author in lieu of royalties.

9. To render royalty statements to the Author and to make royalty payments within three months of the end of each calendar year.

10. To present to the Author 20 free copies of the first paperback edition of the Work and 10 free copies of the first hardcover edition, if any, and the author shall be permitted to purchase further copies for her personal use at trade discount. 3 free copies of each edition shall be sent by the Publisher to the Agent.

IT IS MUTUALLY AGREED THAT:

11. At any time after one year from the publication of the Work the Publisher may dispose of any unreasonable overstock of the Work by selling it at the best price obtainable. In such event no royalties shall be payable to the Author unless the price obtained by the Publisher shall exceed the publication cost of the book, in which case the Author shall receive a royalty of 10% of the price obtained.

12. If the Work goes out of print in the United States and if the Publisher fails to reprint a United States Edition within twelve months after receipt of a written demand from the Author, this agreement shall automatically terminate. Upon such termination, all rights granted hereunder, except the right to dispose of existing copies, shall revert to the Author. The Work shall not be deemed "Out of Print" within the meaning of this paragraph as long as it is available for sale either from stock in the Publisher's warehouse, or in regular sales channels.

13. In the event of the termination of this agreement as provided in paragraph 12, any right reverting to the Author shall be subject to all licenses and other grants of rights theretofore made by the Publisher to third parties, and the rights of the Publisher to the proceeds of such agreements. If the Publisher's own edition of the Work is out of print the Publisher shall not be entitled to enter into or renew any sub-license agreement.

14. This contract shall be binding on the assigns, heirs, executors, or administrators of the Author, and upon the successors and assigns of the Publisher, but no assignment shall be binding on either party without the written consent of the other, except that the Publisher may assign this contract and all its rights hereunder to any person or party that succeeds to the business of the Publisher.

15. All sums of money due the Author under this Agreement shall be paid to and in the name of the Author's agent, Jack Byrne, 3209 S 55th St, Milwaukee WI 53219-4433, and the receipt of the said Jack Byrne is hereby empowered by the Author to act on the Author's behalf in all matters arising from and pertaining to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed and duly attested this agreement as of the day and year first above written.



Peter Sharpe
Assistant Editor, Bethlehem Books



Author

Agency Tax #

XXXXXXXXXXXXXXXXXXXX