

Return to CONTRACT FILE

dep

AGREEMENT made July 8, 1975, between CHARTER COMMUNICATIONS, INC. (Ace Books) of 1120 Avenue of the Americas, New York, N. Y. 10036, hereinafter called "ACE" and The Viking Press, Inc.

Seller of 625 Madison Avenue, New York, New York 10022 hereinafter called ~~XXXXXXXXXX~~ the "Seller"

WITNESSETH:

1. The Seller grants to ACE a license to print, publish and sell or to cause to be printed, published and sold softcover reprint editions in English, of *Book* ZERO STONE by Andre Norton hereinafter called "the Book"; \*at a retail Price of not more than \$1.95.

2. The license herein granted shall be exclusive in the United States, its territories, Dependencies, the Philippines, and Canada.

*Territory* and shall be non-exclusive in the rest of the world outside the British Publishers' Traditional Market as defined in the schedule attached hereto.

The Seller agrees not to license any other English *softcover reprint* language edition in the open market except to a British publisher on a non-exclusive basis as a part of the grant of regular British Commonwealth rights.

3. During the term of this agreement, the Seller shall not, without the written consent of ACE, publish or sell or permit any third party to publish or sell the Book, ~~XXXXXXXXXX~~ *Other Reprints* ~~XXXXXXXXXX~~ in softcover volume form.

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

*Publication Date* \* signature of this agreement, or five (5) years if the original advance is unearned at the end of the four year period

5. The license herein granted shall be effective for a period of ~~five (5)~~ *four (4)* years from ~~ACE's publication date~~ and shall thereafter be automatically extended until ACE receives notice from the Seller by registered mail written notice of termination. After receipt of such notice ACE may liquidate any existing stock, but shall not make any further printings of the Book except that it may (a) complete production of any printing on which it may have commenced work and incurred expense, and (b) liquidate the stock resulting from such printing, together with any existing stock of copies of the Book. In the event ACE puts into process a printing of said Book during the ~~term of this agreement~~ *the license term shall thereby be extended for a period of two years from the date of publication of such printing. \*last year of said 1/5 year period.*

*Seller's Warranties* 6. The Seller warrants (a) that the rights herein granted to ACE are owned by the Seller and are not subject to any prior contract or lien which may interfere with the rights of ACE hereunder; (b) that the Book contains no libelous material, does not invade the privacy of any person, and does not infringe upon any statutory or other copyright or any right of others whatsoever; (c) ~~that the Book contains no material which is obscene, vulgar, defamatory, libelous, or otherwise objectionable to the general public.~~ The Seller will hold ACE harmless against any loss or expense, including counsel fees incurred, arising out of any breach or alleged breach of any of the foregoing warranties. ~~but the Seller shall not be liable for any damages, including counsel fees, incurred by ACE as a result of any such breach or alleged breach.~~

*Advance* 7. ACE shall pay to the Seller the sum of One Thousand, Five Hundred Dollars (\$ 1,500.00 ) payable as follows: One Thousand, Five Hundred Dollars ( \$1,500.00 ) on signing of agreement

INITIAL

INITIAL



Exhaustion  
of Edition

10. If ACE's edition of the Book goes out of print and if ACE fails or refuses to reprint the Book within six (6) months after receipt of a written demand from the Seller, the Seller may terminate this agreement by written notice. Except as hereinafter provided, such notice shall become effective thirty (30) days after receipt thereof by ACE. Upon such termination, all rights granted hereunder, except the right to dispose of existing stock and printings in progress, shall revert to the Seller and ACE shall be under no further obligation or liability to the Seller except that all royalties, including advances, called for by this agreement shall be paid as they become due.

If ACE shall have been prevented from reprinting by strikes, fires, shortages of labor or material, mechanical difficulties, governmental restrictions, the breakdown of market distribution facilities or any other circumstances beyond its control, whether similar or dissimilar to those enumerated, notice of termination shall be effective only after ACE shall have continued its failure to reprint for a period of three (3) months after the termination of the situation which prevented compliance with the Seller's demand.

Text for  
Reprint

The Book shall not be deemed "out of print" within the meaning of this paragraph 10 as long as it is available for sale either from stock from ACE's warehouse or in the field.

11. The Seller shall furnish to ACE six (6) copies of the trade edition of the Book, and ACE shall reprint the text of the Book faithfully. ACE shall print on the copyright page of each Book the copyright notice as contained in such trade edition, or such other copyright notice as may be supplied in writing by the Seller.\* The license herein granted also applies to any illustrations contained in the Seller's edition of the Book. Upon request the Seller shall supply to ACE original artwork, glossy prints or other matter suitable for reproducing such illustrations in ACE's edition of the Book. \* and the notice "This edition published by arrangement with THE VIKING PRESS, INC."

Reprint of  
Other  
Titles  
Law  
Applicable

12. The Seller agrees to offer to ACE the exclusive rights to a softcover reprint edition in English of the next work by the author of the Book which shall be at the disposal of the Seller before offering such rights to any other publisher, directly or indirectly.

13. This agreement shall be interpreted according to the laws of the State of New York, regardless of the place of its execution or performance.

Arbitration

14. Any controversy arising out of or relating to this agreement, or the performance thereof, shall be determined by arbitration in New York City in accordance with the rules then obtaining of the American Arbitration Association and judgment on the award rendered may be entered in any court having jurisdiction thereof.

Parties  
Affected

15. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns. but no assignment shall be binding on either of the parties without the written consent of the other parties without the written consent of the other party.

16. ACE shall submit jacket art, cover and promotion copy for Seller's approval, which shall not be unreasonably withheld.

17. ACE shall deliver to the Seller without charge, ten(10) copies of its reprint edition.

18. ACE shall not without the Seller's approval include in or insert in the Book any advertising or promotional matter that does not pertain to the Book or any other books published by ACE.

Seller  
THE VIKING PRESS, INC.

Witness:

Marianne Moloney

By Morton L. Levin  
Morton L. Levin  
Executive Vice President  
ACE BOOKS  
CHARTER COMMUNICATIONS, INC.

Witness:

[Signature]

By [Signature]  
[Signature]  
President

INITIAL  
[Signature]

Date signed:

[Signature]

THE SCHEDULE OF THE BRITISH PUBLISHERS' TRADITIONAL MARKET

~~Republic of Egypt~~  
 Ascension  
 Australia  
 Bangladesh  
 Botswana  
 British West Indies, comprising  
   Bahamas  
   Barbados, Bermuda  
   Guyana  
   British Honduras  
   The Caicos, Cayman, Leeward,  
   Turks and Windward Islands  
 Brunei  
 Burma  
~~Canada~~  
 Ceylon  
 Cocos Island  
 Cyprus  
 Falkland Islands  
 Fiji  
 Gambia  
 Gibraltar  
 Ghana  
 Hong Kong  
 India  
 Iraq  
 Irish Republic  
~~Ireland~~  
 Jamaica  
 Jordan  
 Kenya  
 Kuwait  
 Leeward  
 Malawi  
 Malaysia, comprising  
   the Malayan Union  
   Sabah  
   Sarawak  
 Malta & Gozo  
 Mauritius (inc: Rodrigues)

New Zealand (inc: Ross)  
 Nigeria  
 Northern Ireland  
 Pacific Islands, comprising  
   British Solomon Islands  
   Tonga  
   Western Samoa  
   Nauru Islands  
   New Hebrides  
   Gilbert and Ellice Islands  
   Union Islands (New Zealand)  
   Norfolk Island (Auckland)  
   Papua and New Guinea (Aust)  
   Pitcairn Island  
 Pakistan  
 Rhodesia  
 St. Helena  
 Seychelles  
 Sierra Leone  
 Singapore  
 Somali Republic  
 South African Republic  
 South-West Africa  
 South Yemen  
 Sudan  
 Swaziland  
 Tanzania  
 Tasmania  
 Trinidad and Tobago  
 Tristan da Cunha  
 Uganda  
 United Kingdom (inc:  
   Northern Ireland  
   the Isle of Man  
   and the Channel Islands)  
 Zambia

19. Should the Buyer fail to make payments when and as required hereunder, the Seller shall have the right to notify the Buyer of its default (by Certified Mail) and if such default is not cured within 30 calendar days after receipt of said notice, then the Buyer shall automatically lose the right to publish or sell the Book under this contract between the Buyer and Seller.

②