

FLY FISHERMAN

A Cowles Enthusiast Media Publication

The author SYLVESTER NEMES agrees to sell to *Fly Fisherman* magazine (Cowles Enthusiast Media) first time World publishing rights to his manuscript "Salmon Fishing In Scotland" including photographs for \$600.00.

AUTHOR'S SIGNATURE: _____

SOCIAL SECURITY #: _____ DATE: _____

The author also agrees to sell to *Fly Fisherman* magazine for an additional fee of \$100.00 all nonexclusive worldwide publication rights, including print, electronic, or other media.

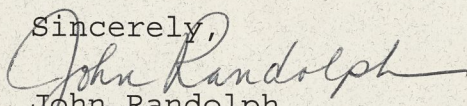
AUTHOR'S SIGNATURE: _____

SOCIAL SECURITY #: _____ DATE: _____

You warrant that: (1) The article will be written entirely by you, and will not have been copied from any other source; (2) the article will not have been published in any form prior to its submission to *Fly Fisherman*; (3) upon submission to *Fly Fisherman*, no person, firm, corporation or other entity or organization other than you and *Fly Fisherman* will possess any rights to the article as specified in this agreement; (4) as of the date the article is submitted to *Fly Fisherman*, you will not have sold or agreed to sell any rights to the article other than to *Fly Fisherman* magazine; (5) the article will contain no libelous or defamatory material, and will not violate any rights of privacy or publicity, or other rights of any person, firm, corporation, or other entity or organization; (6) the article will not infringe upon any copyright, proprietary right or any other right of any person, firm, corporation, or other entity or organization.

If these terms are acceptable to you, please sign the enclosed copy of this letter where indicated and return it to us. You should retain the original for your own files.

Sincerely,


John Randolph
Editor/Publisher

Down East Enterprise Article Agreement

Down East Enterprise, Inc. (hereinafter, "Company"), does hereby engage the services of Sylvester Nemes (hereinafter, "Freelancer"), to reprint the following article of Freelancer's, which originally appeared in *Fly Rod & Reel Magazine*:

Spinners and Soft-Hackles

The material referenced above will be reprinted in (the "Work"):

Fly Tying: The Best of Fly Rod & Reel. 30 Years of Tips • Tricks • Patterns (working title)

1) Freelancer authorizes the Company to publish his/her material referenced above in current and any subsequent editions of the Work in any form or media now or hereafter known. Freelancer also authorizes the Company to use said article to promote the Work in any way, in any media now or hereafter known.

2) Freelancer warrants that the article is not libelous and is accurate and original; that Freelancer is sole owner; that the article does not infringe upon anyone else's copyright, trademark or any other right or interest; and that, in the creation of the article, the Freelancer did not commit trespass, fraud, invasion of privacy or violate any other law. Freelancer agrees to cooperate with the Company in the event that any lawsuit arises from any publication or use of the article that is in accordance with the terms of this Agreement. Freelancer agrees to indemnify, defend and hold the Company harmless against any claim, demand, suit or proceeding that may be brought against the Company arising from Freelancer's intentional or negligent breach or alleged breach of the above Warranties or of this Agreement. Freelancer is not bound to indemnify Company in the event of an innocent breach of the above Warranties or of this Agreement.

3) Freelancer and Company agree that Company's payment to Freelancer for the use of the article outlined above shall be 2 copies of the Work. Freelancer agrees that its relationship with the Company is that of an independent contractor.

Freelancer Hazel Nemes Date 9/23/10
Print Name HAZEL NEMES

For Down East Enterprise Hazel Nemes Date 9/23/10
Print Name HAZEL NEMES

James E. Butler
James E. Butler

10/5/2010

AGREEMENT

This Agreement is made on September 18, 2006, between Sylvester Nemes, residing at 3200 Shooting Star Lane, Bozeman, MT 59715 (the Author), and Stackpole Books, Inc., a Pennsylvania corporation, 5067 Ritter Road, Mechanicsburg, PA 17055 (the Publisher).

The Author is or will be the author and owner of a literary work (herein called the Work) entitled

SPINNERS

The parties agree as follows:

1. Grant of Publication Rights: The Author grants to the Publisher the sole and exclusive right and license throughout the world to publish the Work in any and all book forms and to sell or license any other rights to the Work held under this Agreement. The duration of this grant, as well as of other grants in this Agreement, shall be for the period of the copyright in the Work and any renewal or extension thereof.

2. Preparation and Delivery of Manuscript: The Author has delivered to the Publisher or shall deliver to the Publisher on or before December 1, 2006, 600 copies of the book plus film the original plus a computer disk of the Work acceptable to the Publisher in content and form, in the Publisher's sole judgment.

The Author shall keep a copy of the Work. If the Author so requests by the time of publication, the Publisher shall return the manuscript, illustrations, and other materials after publication of the Work.

If the Work contains any material not in the public domain and subject to either common law or statutory copyright, the Author shall, at the Author's own expense, obtain from all appropriate sources written permission to use all such material in the Work for all of the uses and purposes permitted under this Agreement, and shall deliver the signed permissions to the Publisher with the manuscript.

~~If the Author fails to deliver the Work on or before the due date, or if the Work is incomplete or otherwise unacceptable to the Publisher, the Publisher shall have any or all of the following options:~~

- ~~(a) To grant an extension of the due date. Any extension must be made in writing and signed by an officer of the Publisher.~~
- ~~(b) To reduce the amount of the advance payable on delivery (clause 6b) upon 30 days' written notice to the Author. If within those 30 days the Author does not deliver a complete, satisfactory copy of the Work, the advance payable on delivery shall be reduced by 5 percent for each week the Work is late or unsatisfactory.~~
- ~~(c) To cancel this Agreement upon 30 days' written notice to the Author. If within those 30 days the Author does not deliver a complete, satisfactory copy of the Work, this Agreement shall come to an end and the Author shall, within the next 15 days, return to the Publisher any advances received by the Author (clause 6), without prejudice to any and all other rights and remedies to the Publisher.~~

~~If required by the nature of the Work, in the opinion of the Publisher, the Author shall prepare also the index for inclusion in the Work and deliver it in approved content and form and ready for typesetting to the Publisher within 14 days from the date of the Publisher's request to the Author. Should the Author be unable or unwilling to deliver the index within such period, the Publisher is authorized to obtain an index from other sources and to charge its actual cost to the Author.~~

3. Author's Warranties: The Author represents and warrants to the Publisher:

- (a) That the Author is the sole author and proprietor of the Work;
- (b) That the Work is original and does not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever;
- (c) That the Work has not been previously published by the Author in any form and is not in the public domain;
- (d) That the Author is the sole and exclusive owner of the rights herein conveyed to the Publisher; that the Author has not previously assigned, licensed, pledged, or otherwise encumbered the same; and that the Author has full power to enter into this Agreement and to make the grants herein contained;
- (e) That all statements in the Work asserted as or reasonably understood to be facts are true or based on reasonable research for accuracy;
- (f) That the Work is not libelous or obscene;
- (g) That the Work does not invade any right of privacy or publicity;
- (h) That the Work does not infringe or violate any contract right or agreement;
- (i) That the Work is not otherwise unlawful or injurious.

The Author shall indemnify the Publisher, its licensees, and the purchasers against and hold it harmless from any loss, expense, or damage, including any liability, settlement, judgment, and costs as well as attorneys' fees, it may suffer by reason of any breach or alleged breach of any of the foregoing representations or warranties. The Publisher shall have the right to defend any claim or action against it directly or through counsel of its own choosing and to settle such claim or action without the consent of the Author. However, the Author shall not be liable for any matter not contained in the original manuscript and inserted therein by the Publisher without the Author's consent. The Publisher has the right to withhold royalties and other payments if any claim is made or litigation is instituted and the immediate right to apply the sums withheld to discharge the Author's obligation.

The foregoing representations, warranties, and indemnities shall survive any termination of this Agreement.

The Author shall not, during the term of this Agreement, publish or permit to be published any material, whether based on the Work or other writings of the Author, which may injure the sale or other value of the Work, and the Author shall notify the Publisher of any such possible publication by others.

4. Publication Procedures: The Publisher shall publish the Work in book form at its own expense and in such style, manner, and quantity and at such price as it may deem best suited to its sale. The Publisher shall not be required to publish a Work that, in the opinion of the Publisher and/or its counsel, contains any unlawful or untruthful material, violates or may violate the rights of any person, institution, or concern, or is deemed defamatory, libelous, obscene, unacceptable, or in poor taste. Notwithstanding any request by the Publisher for change or substantiation, nothing in the Agreement shall be deemed to impose on the Publisher any duty of independent investigation or relieve the Author of any of the obligations assumed by the Author under this Agreement or otherwise violate the Author's representations and warranties.

~~The Publisher shall submit to the Author the edited manuscript showing changes in, additions to, or eliminations from the text, photographs, illustrations, and title of the Work. The page proofs shall be proofread by both the Author and the Publisher. The Author shall correct and return any edited manuscript and proofs within 14 days of receipt. The Publisher shall have the right to charge against the Author's royalties the amount of expense incurred because of the Author's changes to proofs (other than corrections of the printer's or the Publisher's errors, and changes or additions made at the Publisher's insistence) in excess of \$100 in additional composition, blueprint, camera work, four color film, and/or printing.~~

5. Copyright: The Author has ~~Publisher shall~~ registered copyright of the Work in the Author's ~~Publisher's~~ name. The Author authorizes the Publisher to take any and all steps on the Author's behalf in connection therewith. The Publisher may secure copyright on the Work in such other countries as may be covered by this Agreement.

The Publisher and the Author shall jointly have the right to prosecute an infringement of the copyright in the Work, and the expenses and proceeds of the prosecution shall be divided equally between them. If either party refuses to prosecute jointly, the other party shall bear all the expenses and shall be exclusively entitled to all recoveries; and if the suing party is the Publisher, the Author shall permit the action to be brought in the Author's name.

~~6. Advances:~~ The Publisher shall pay the Author the following advances (recoupable from royalties and any other sums payable to the Author under this Agreement):

- ~~(a) After the signing of this Agreement by the parties, \$ _____.~~
- ~~(b) After delivery of a complete and acceptable Work, \$ _____.~~

~~Payment of advances, including any payment following delivery of the Work, shall not be evidence either that the Work is acceptable or that the Author has complied with the Author's warranties, representations, and other obligations under this Agreement.~~

~~The Author shall not be obligated to return any part of the advance to the Publisher except as provided in clause 2.~~

7. Royalties: The Publisher shall pay the Author the following royalties, based on the Publisher's actual net receipts:

- (a) 10 percent on all copies, less returns, sold at 40 percent or more of Publisher's suggested list price.
- (b) 5 percent on all copies, less returns, sold at less than 40 percent of Publisher's suggested list price.
- (c) One-half the regular rate specified in (a) on all copies sold directly to customers through mail order or direct promotion.
- (d) No royalties are payable on copies given away for review or promotion, or to the Author, or sold at or below cost (including expenses incurred), or for similar reasons.
- (e) If the Publisher shall have a larger stock of the Work than the Publisher deems justified by current demand and rate of sales, the Publisher may sell copies at any price that the Publisher can obtain, after having offered surplus stock to the Author. The Author will purchase and pay for the surplus stock within 30 days after accepting the offer.

8. Statements and Payments:

- (a) If the Publisher reprints the Work once existing copies have been sold, the Publisher will then send to the Author semi-annual statements and payments during the months of June and December in each year following publication, showing an account of sales and all payments due the preceding accounting period; accounting periods to cover April through October and November through March.
- (b) If the Publisher makes an overpayment to the Author, it may deduct the amount of such overpayment from any moneys subsequently due to the Author under this or any other Agreement between the parties.

~~9. Author's Copies: The Publisher shall present to the Author 10 free copies of the regular trade edition of the Work upon publication, and the Publisher agrees to sell to the Author under normal credit terms, at 50 percent of the Publisher's suggested retail price, nonreturnable copies of this Work. If the Author plans to advertise, promote by direct mail, or otherwise sell copies of the book, the Author will coordinate plans with the Publisher and take no actions inconsistent with the Publisher's plans for advertising, promoting, or selling the book.~~

10. Other Rights: The Publisher's actual net receipts from the sale or license of other rights shall be divided equally between the Publisher and the Author. Other rights granted to the Publisher include the following:

- ~~(a) First serialization in North America.~~
- (b) First serialization and book rights in the United Kingdom, the British Commonwealth (exclusive of Canada), and other foreign countries (in English), unless copies are printed with the Publisher's edition, in which case royalties will be paid as outlined in 7(b).
- (c) Digest, abridgment, condensation, anthology, selection.
- (d) Second serialization and syndication.
- (e) Book clubs or similar organizations, unless copies are sold from the Publisher's inventory, in which case the regular royalties apply (clause 7).
- (f) Reprint editions in any and all forms through another publisher.
- (g) Motion picture, drama, radio, television.
- (h) Audio, video, and electronic renditions (including interactive and multimedia formats) or other recordings.
- (i) Translation and foreign-language publication.

Any rights to the Work not specifically granted in this agreement are reserved by the Author and receipts from the sale or license of these rights shall be equally divided between the Author and the Publisher.

~~11. Loss or Damage of Property: If any property of the Author, including the manuscript, is lost or destroyed, the Publisher shall not be responsible unless such damage or loss was due to the Publisher's negligence. If the production materials are lost or destroyed, the Publisher may either reproduce them or return to the Author all rights held under this Agreement. The Publisher shall not be liable for the replacement of any production materials.~~

12. Termination and Reversion of Rights: If the Work shall be out of print for 6 months in all editions, whether under the imprint of the Publisher or another imprint, and if, after written notification from the Author, the Publisher decides not to reprint the Work within 6 months, then the Agreement will terminate and all the rights granted to the Publisher shall revert to the Author. The Author shall have the right for 30 days after termination to purchase from the Publisher remaining copies at the cost of manufacture and film (if in existence) at one-half its cost to the Publisher including composition, all f.o.b. point of shipment.

13. Option: The Author agrees to make the first offer of his next book to the Publisher on terms to be arranged.

This Agreement made between Sylvester Nemes, residing at Apt. 204,
901 S. Plymouth Court, Chicago, IL 60605

, herein called the Author, and Stackpole Books, Inc., a Pennsylvania corporation, with its principal place of business at Cameron & Kelker Streets, Harrisburg, Pa. 17105, herein called the Publisher.

Witnesseth:

The Author is or will be the author and owner of a certain literary work (herein called the Work) consisting of approximately 10,000 words* and tentatively entitled LEARN HOW TO FLY FISH IN ONE DAY: Quickest Way to Start Tying Flies, Casting, and Catching Fish. He desires to have it published by the Publisher and the Publisher desires to publish it, on the terms hereinafter set forth.

In consideration of the premises, and of the mutual promises and undertakings herein contained, the parties agree as follows:

1. Grant of Publication Rights: The Author hereby grants to the Publisher the sole and exclusive right and license to publish the Work in book form throughout the world. The duration of this grant, as well as of other grants herein contained, shall be for the period of the copyright in the Work and any renewal or extension thereof as provided in clause 5.

2. Delivery of Manuscript: The Author has delivered to the Publisher simultaneously herewith or shall deliver to the Publisher on or before May 31, 1985 a complete copy of the Work in final form ready for typesetting and satisfactory to the Publisher in content and form, in the Publisher's sole judgement. Any extension of the "work in final form" due date made by the publisher, must be made in writing and signed by an officer of the firm. If the Author fails to deliver such complete copy on or before the date above specified, or if he delivers copy that is unacceptable to the Publisher, the Publisher shall have the right, upon thirty days written notice to the Author, to cancel this agreement. In such case the agreement shall come to an end upon the expiration of the thirty days and the Author shall return to the Publisher within 30 days any advances received by him under clause 7 hereof, unless prior thereto the Author has delivered a complete, satisfactory copy of the Work as aforesaid. If required by the nature of the Work, in the opinion of the Publisher, the Author shall prepare and deliver also all permissions, drawings, photographs, charts, graphs, index and similar materials for inclusion in the Work. The Author shall submit and deliver all thereof to the Publisher within 30 days from the date of the Publisher's written request to the Author for such material and, if the Author fails or neglects to deliver all thereof within such period, the Publisher is authorized to prepare or obtain from other sources any and all such materials and to charge the cost of preparation or purchase thereof to the Author.

3. Author's Warranties: The Author represents and warrants to the Publisher:

- (a) That he is the sole author and proprietor of the Work;
- (b) That the Work is original and does not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever;
- (c) That it has not heretofore been published in any form; and
- (d) That he is the sole and exclusive owner of the rights herein conveyed to the Publisher; that he has not heretofore assigned, pledged or otherwise encumbered the same; and that he has full power to enter into this agreement and to make the grants herein contained;
- (e) That the Work is not libelous or obscene;
- (f) That the work does not invade any right of privacy or publicity;
- (g) That the work does not infringe or violate any contract right or agreement;
- (h) That the work is not otherwise unlawful or injurious.

* plus a selection of color transparencies for front of jacket, 50 glossy 8x10 black-and-white photos of acceptable quality, and 10 camera-ready line drawings, complete with comprehensive manuscript-size caption sheets. Photos and drawings will be keyed on back, consecutively in the order of their appearance in book, and caption material will be keyed accordingly. Manuscript pages will be numbered in a single sequence and keyed appropriately in margin where each photo or drawing is to appear.

AGREEMENT FOR BOOK PUBLICATION:

This Agreement made between Sylvester Nemes, residing at Apt. 204,
901 S. Plymouth Court, Chicago, IL 60605

, herein called the Author, and Stackpole Books, Inc., a Pennsylvania corporation, with its principal place of business at Cameron & Kelker Streets, Harrisburg, Pa. 17105, herein called the Publisher.

Witnesseth:

The Author is or will be the author and owner of a certain literary work (herein called the Work) consisting of approximately 10,000 words* and tentatively entitled LEARN HOW TO FLY FISH IN ONE DAY: Quickest Way to Start Tying Flies, Casting, and Catching Fish. He desires to have it published by the Publisher and the Publisher desires to publish it, on the terms hereinafter set forth.

In consideration of the premises, and of the mutual promises and undertakings herein contained, the parties agree as follows:

1. Grant of Publication Rights: The Author hereby grants to the Publisher the sole and exclusive right and license to publish the Work in book form throughout the world. The duration of this grant, as well as of other grants herein contained, shall be for the period of the copyright in the Work and any renewal or extension thereof as provided in clause 5.

2. Delivery of Manuscript: The Author has delivered to the Publisher simultaneously herewith or shall deliver to the Publisher on or before May 31, 1985 a complete copy of the Work in final form ready for typesetting and satisfactory to the Publisher in content and form, in the Publisher's sole judgement. Any extension of the "work in final form" due date made by the publisher, must be made in writing and signed by an officer of the firm. If the Author fails to deliver such complete copy on or before the date above specified, or if he delivers copy that is unacceptable to the Publisher, the Publisher shall have the right, upon thirty days written notice to the Author, to cancel this agreement. In such case the agreement shall come to an end upon the expiration of the thirty days and the Author shall return to the Publisher within 30 days any advances received by him under clause 7 hereof, unless prior thereto the Author has delivered a complete, satisfactory copy of the Work as aforesaid. If required by the nature of the Work, in the opinion of the Publisher, the Author shall prepare and deliver also all permissions, drawings, photographs, charts, graphs, index and similar materials for inclusion in the Work. The Author shall submit and deliver all thereof to the Publisher within 30 days from the date of the Publisher's written request to the Author for such material and, if the Author fails or neglects to deliver all thereof within such period, the Publisher is authorized to prepare or obtain from other sources any and all such materials and to charge the cost of preparation or purchase thereof to the Author.

3. Author's Warranties: The Author represents and warrants to the Publisher:

- (a) That he is the sole author and proprietor of the Work;
- (b) That the Work is original and does not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever;
- (c) That it has not heretofore been published in any form; and
- (d) That he is the sole and exclusive owner of the rights herein conveyed to the Publisher; that he has not heretofore assigned, pledged or otherwise encumbered the same; and that he has full power to enter into this agreement and to make the grants herein contained;
- (e) That the Work is not libelous or obscene;
- (f) That the work does not invade any right of privacy or publicity;
- (g) That the work does not infringe or violate any contract right or agreement;
- (h) That the work is not otherwise unlawful or injurious.

* plus a selection of color transparencies for front of jacket, 50 glossy 8x10 black-and-white photos of acceptable quality, and 10 camera-ready line drawings, complete with comprehensive manuscript-size caption sheets. Photos and drawings will be keyed on back, consecutively in the order of their appearance in book, and caption material will be keyed accordingly. Manuscript pages will be numbered in a single sequence and keyed appropriately in margin where each photo or drawing is to appear.

The Author shall indemnify the Publisher against, and hold it harmless from any loss, expense or damage, including liability and cost as well as attorneys' fees, it may suffer by reason of any breach or alleged breach of any of the foregoing representations or warranties. The Publisher shall have the right to defend any claim or action against it directly or through counsel of its own choosing and to settle such claim or action without the consent of the Author. However, the Author shall not be liable for any matter not contained in the original manuscript and inserted therein by the Publisher. The Publisher has the right to withhold royalties or other payments if any claim or litigation is instituted, and the right to apply the sums withheld to discharge the Author's obligation.

4. Agreement to Publish: The Publisher shall publish the Work in book form at its own expense and in such style, manner and quantity and at such price as it may deem best suited to its sale. Publisher may make changes in, additions to, or eliminations from the text, pictures (if any) or the title of the Work without the Author's consent. The Publisher shall not be required to publish a Work which, in the opinion of the Publisher and/or its counsel, contains any unlawful or untruthful material, violates or may violate the rights of any person, institution or concern or is deemed defamatory, libelous, obscene, unacceptable, or in poor taste. Notwithstanding any request by the Publisher for change or substantiation, nothing in the Agreement shall be deemed to impose on the Publisher any duty of independent investigation or relieve the Author of any of the obligations assumed by him under this Agreement.

5. Copyright: The Publisher shall copyright the Work in the Publisher's name. The Author hereby authorizes the Publisher to take any and all steps on his behalf in connection therewith. The Publisher shall duly affix to each published copy of the Work the copyright notice required by law. The Publisher may, if it so elects, secure copyright on the Work in such other countries as may be covered by this agreement.

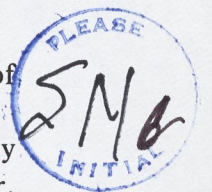
6. Submission of Proof: At the Publisher's option, the Publisher may submit galley proofs of the Work to the Author. Such proofs shall be set up in conformity with the final manuscript submitted by the Author and as edited by Publisher and shall be proofread by the Publisher. The Author shall revise, correct and return any proofs to the Publisher within seven days of receipt thereof. Seven days after request of the Publisher, the Author shall provide an acceptable index in approved form and ready for typesetting. Should the Author be unwilling or unable to furnish the index, the Publisher shall have the option to make arrangements for the compilation of the index and charge the actual costs against the Author's royalties. The Publisher shall have the right to charge against the Author's royalties the amount of expense incurred by it because of Author's changes and additions (other than corrections of the printer's or the Publisher's errors, and changes or additions made at the Publisher's insistence), in excess of \$100 cost of additional composition (as to both types of proofs) provided that the corrected proofs are made available for the Author's inspection on request at the Publisher's office.

The Author shall not at any time during the term of this agreement, publish or permit to be published any printed or otherwise reproduced material, whether based on the Work or other writings of the Author, which is or may be construed to be, likely to injure the sale of the Work and the Author shall give written notice to the Publisher of any information or knowledge coming to his attention concerning such possible publication by others.

7. Advances: The Publisher shall pay to the Author the following advances on account of royalties:

- (a) On the signing of this agreement, \$ 1,250, receipt of which is hereby acknowledged by the Author, which shall be charged against royalties due hereunder.
- (b) Upon delivery of a completed and acceptable manuscript to the Publisher \$ 1,250, which shall be charged against royalties due hereunder.

Except as otherwise specifically provided in clause 2, the Author shall not be obligated to return any part of the advance to the Publisher.



- (c) Advances are recoupable from royalties and any other sums payable to the Author under this Agreement.
 - (d) Payment of advances to the Author, including any payment following delivery of the manuscript, shall not be deemed to be evidence either that the manuscript of the work is acceptable in content or form to the publisher, or that the Author has complied with his warranties, representations and other obligations under the agreement.
- 8. Royalties:** The Publisher shall pay to the Author the following royalties on the Work:
- (a) On all copies, less returns, of the regular trade edition of the Work actually sold by the Publisher in book stores and other retail outlets in the United States, its territories and possessions: ~~5% on the first 5,000 copies sold, and~~ 7½% on all copies sold ~~in excess of 5,000.~~ The above royalties shall be computed on actual net receipts.
 - (b) On all copies, less returns, of the Work sold at retail in Canada and/or Great Britain, a royalty of 5% based on actual net receipts.
 - (c) Where the discount to wholesale or retail distributors or booksellers in the United States is more than 43% on quantity sales of 250 copies or more, the royalty shall be one-half the regular rates specified in subdivision (a).
 - (d) On copies sold ~~direct to customers through mail order promotion, or direct telephone promotion, or mail order advertising,~~ ^{or television advertising} a royalty of ~~one-half~~ ^{one-quarter} the regular rates specified in subdivision (a).
 - (e) Royalty paid on stock of said Work which is later returned as unsalable may be debited against any sums accruing to the Author under this Agreement.
 - (f) Three quarters (¾) of the stipulated royalty will be paid on all copies sold from a reprinting of 2,500 copies or less made after two (2) years from the date of the first publication hereunder and provided that the regular sales in the six-month period preceding such reprinting did not exceed 750 copies. The reduction of royalties provided for in this paragraph is to enable the publisher to keep the work in print and in circulation as long as possible.
 - (g) No royalties are payable on copies given away for review or promotion, or to the Author, or sold at or below cost (including expenses incurred), or for similar reasons.

9. Second Serialization, Abridgement, Condensation and Anthology Rights: The Publisher shall have the exclusive right to sell or license throughout the world (a) first serialization rights, (b) second serialization rights in the Work, i.e., serialization after book publication, (c) abridgement and condensation rights, and (d) the right to print selections from the Work in anthologies, textbooks and the like. The compensation received from the sale or licensing of any of these rights shall be equally divided between the Author and the Publisher when and as received. The Publisher shall also have the exclusive right to grant permission gratuitously to publish brief extracts from the Work to benefit its sale.

10. Reprints and Other Editions: The Publisher shall also have the following exclusive rights throughout the world:

- (a) To publish under its own imprint an "inexpensive" edition of the Work on which it shall pay the Author a royalty as stipulated in Clause 8(a) above. An "inexpensive" edition, for the purpose hereof, shall be one published for special uses beyond the Publisher's normal marketing procedures.
- (b) To lease the plates or negatives of the Work for the publication of a hardcover, trade paperback, and inexpensive editions (as defined above), in which case the Publisher shall pay the Author, as and when received, one-half of any amount paid to it.
- (c) To license the publication of mass-market, hardcover, trade paperback, and inexpensive editions of the Work, on terms agreeable to the Publisher, in which case the Publisher shall pay the Author, as and when received, one-half of any amount paid to it from such rights sale.

- (d) To license without any charge for publication or reproduction, further publication or reproduction of the Work in braille, talking records, or in other forms or using other techniques for use by the blind or the handicapped.

11. Sales to Book Clubs Throughout the World:

- (a) The Publisher shall have the exclusive right to publish or authorize the publication of a special edition of the Work by any book club including the Book-of-the-Month Club or the Literary Guild, or any similar group or organization. The net proceeds received from any such rights sale shall be divided equally between the Author and the Publisher as and when received. In those instances when copies of said Work are sold to the club, the author shall receive ten (10) percent of the net income (after production cost) from such sales.
- (b) If the Publisher includes the Work in a book club owned or controlled by the Publisher, the Author shall receive the same royalty referred to in paragraph 8(d) hereof, such royalty to be based on the actual price received by the Publisher. The inclusion of the Work as such offering shall be at the discretion of the Publisher.

12. Statements and Payments: The Publisher shall render to the Author on the first day of March in each year, annual statements of account of sales up to the first day of the month next preceding, and shall make settlement in cash at the same time.

13. Overpayment: If at any time after the first publication of the Work, the Publisher makes an overpayment to the Author, it may deduct the amount of such overpayment from any monies thereafter due to the Author under this or any other Agreement between the parties.

14. Author's Copies: The Publisher shall present to the Author ten free copies of the regular trade edition of the Work upon publication, and shall permit him to purchase additional copies for his personal use at fifty per cent of the retail price.

15. Dramatization, Broadcast, Foreign Rights: Author hereby appoints the Publisher as his duly authorized agent and attorney-in-fact to dispose of the following rights, (with full power of substitution) to negotiate and sell upon terms satisfactory to Publisher throughout the world:

- (a) All rights of dramatization, sound and/or silent motion picture rights, and all other rights of mechanical recording, or transmission and presentation by radio, television, tape or any other method of recording or projection by means of mechanics, light, sound, electricity, electronics or any other medium now or hereafter known; and
- (b) All rights to publish the Work or parts thereof or to exercise any of the other rights enumerated in this agreement in any foreign country in the English language or to translate the Work into any foreign language and publication and sale in any foreign country. The net proceeds of such sales shall be divided equally between the Author and the Publisher.

16. Infringement: The Publisher and the Author shall jointly have the right to prosecute an infringement of the copyright in the Work. If the infringement is of the right to publish the Work in book form, the expenses and proceeds of the prosecution shall be divided equally between them. If either party refuses to prosecute jointly, the other party shall bear all the expenses and shall be exclusively entitled to all recoveries; and if the suing party is the Publisher, the Author shall permit the action to be brought in his name.

17. Use of Copyrighted Material: If the Work contains any literary property or material not in the public domain and subject to either common law or statutory copyright, the Author shall, at his own expense, obtain from all appropriate persons or sources written permission and authorization to use all such literary property and material in the Work and shall deliver all thereof to Publisher as and when required.

18. Destruction of Plates: If at any time after the first publication of the Work, the plates or negatives thereof are destroyed or rendered useless by fire or otherwise, the Publisher shall promptly notify the Author. It shall have the option for a period of sixty days after the destruction to reproduce the plates or negatives. If it declines or fails to reproduce them during this period, all

rights herein granted by the Author to the Publisher shall revert to the Author forthwith upon the expiration of the sixty-day period. If the Author fails to exercise his option under clause 21 to purchase from the Publisher whatever copies of the Work it may then have on hand, the Publisher shall have the right to dispose of the same, subject to the payment of royalties thereon.

19. Loss or Damage of Property: The Publisher shall not be responsible at any time hereafter for damage to or loss of any property of the Author including the manuscript of the Author unless such damage or loss be due to the Publisher's negligence. The Publisher shall have no obligation to return to the Author, after first publication of the Work, the manuscript, illustrations and the like (if any) and any other material delivered for such purpose by the Author and the Publisher may dispose of all thereof unless the Author shall make written request to the Publisher for delivery to him of such manuscript and other material.

20. Termination: This agreement shall cease and terminate:

- (a) If the publisher fails to keep the Work in print and for sale and, within six months after written demand from the Author, declines or neglects to reprint the Work and to offer it for sale; or
- (b) If after two years from the date of first publication of the Work, the Publisher gives three months' notice to the Author of its desire and intention to discontinue the publication; or
- (c) If the Publisher fails at any time to comply with or fulfill any of the essential terms and fails to cure its breach or default within sixty days after receipt of notice by registered mail from the Author; or
- (d) If a petition in bankruptcy is filed by or against the Publisher and is not discharged within 30 days, or if it makes an assignment for the benefit of creditors or takes advantage of any state or federal insolvency law, or if its business is liquidated, or if it ceases to do business for any reason.
- (e) If the Work is under contract for publication or on sale in any edition (in any quantity) in the United States, it shall be considered to be in print.

21. Reverter: Author's Option: In case of termination, all the rights herein granted shall revert to the Author, together with any existing property originally furnished to the Publisher by the Author or at his expense. Thereupon the Author shall have the option to purchase from the Publisher (1) whatever copies of the Work it may have on hand at 50% of the cost thereof, or (2) the plates or negatives of the Work, at one-third their cost to the Publisher, or (3) both.

(a) If the Author elects to exercise his aforesaid option, he shall do so—

Within thirty days of the expiration of the six month period referred to in subdivision (a) of clause 21; or

Within thirty days of the receipt of the written notice from the Publisher referred to in subdivision (b) thereof; or

Within thirty days after the expiration of the sixty day period referred to in subdivision (c) thereof; or

Within thirty days after receipt, by the Author, of actual notice of the happening of any of the contingencies referred to in subdivision (d) thereof; or

Within thirty days after the expiration of the sixty day period referred to in clauses 20(a) and 20(c).

- (b) If the Author fails to exercise his option as aforesaid, the Publisher shall have the right to dispose of the copies or plates or negatives or all (as the case may be), free from any obligation to pay royalties thereon to the Author. However, such sale shall not transfer the right of publication of the Work to any purchaser of the copies, plates or negatives.
- (c) Notwithstanding the termination of this agreement and the reverter of rights to the Author, the Publisher shall remain liable to him for all unpaid royalties or other moneys due or to become due him, and the Author shall remain liable to the Publisher any breach or alleged breach of any of the representations or warranties con-

tained in Paragraph (3) above as well as for breaches of any obligations of the Author contained herein but not relating to the exercise of the rights granted hereby.

22. Publication of the Author's Next Work: The Author hereby grants the Publisher the right of first refusal of the next book or any other substantial-length literary property written by the Author, granting the Publisher the option on the publication contract thereof for sixty (60) days after the Author shall have delivered the manuscript thereof to the Publisher, the said work to be published on the same terms and conditions set forth in this Agreement. Royalty earnings on subsequent books will be combined for remittance purposes. Such option shall continue in force for sixty (60) days as above unless the Publisher shall, within such period, give notice in writing to the Author of an intention not to exercise such option and to publish the work. The said option shall not apply to the second succeeding work if it shall not have been exercised as to the first succeeding work.

23. Notices:

- (a) Any notice to be given hereunder shall be sent by registered mail, return receipt requested, addressed to the parties at their respective addresses above given. Either party may designate a different address by written notice so given.
- (b) Whenever the consent, approval or permission of the Author shall be required under the terms of this agreement and the Publisher shall have given written notice thereof or made a written request therefore but the Author shall have failed or neglected to reply in writing to such request of the Publisher for a period of thirty days after the date thereof, it shall be presumed that the Author has approved the request contained in such letter or notice of the Publisher.
- (c) Any right of approval, consent or permission of the Author shall not be unreasonably withheld or delayed.

24. Waiver; Modification: The waiver of a breach of any of the terms hereof or of any default hereunder, shall not be deemed a waiver of any subsequent breach or default, whether of the same, similar or different nature, and shall not in any way affect the other terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by the parties.

25. Further Assurances: The parties shall take any and all steps and execute, acknowledge and deliver any and all further documents necessary to effectuate the intent of this agreement.

26. Assignment: This agreement shall insure to the benefit of and be binding upon the Author's heirs, executors and administrators, and the successors and assigns of the Publisher; but the Author shall not assign any part of this contract except the right to receive any monies due or to become due him hereunder, subject however to any set-off rights of the Publisher, and the Author shall give written notice to the Publisher of such assignment within seven days after the date thereof.

27. Construction: This agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

28. Special Provisions:

The Publisher agrees to sell to the Author, at 50% of retail price, non-returnable copies of this Work. The Author agrees to pay for the books before shipment and to include payment for packing and shipping. Author further agrees to sell books for no less than Publisher's current published retail price, and not to advertise, promote by direct mail, or otherwise sell copies of the book without prior written permission of Publisher, which permission is not to be unreasonably withheld.



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