



**FREDERICK A. PRAEGER Inc.**  
*publishers*

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_,  
between FREDERICK A. PRAEGER, Inc. of 64 University Place, New York 3, N. Y.,  
hereinafter called the Publisher, and

who is a citizen of \_\_\_\_\_  
and a regular resident of \_\_\_\_\_  
and whose address is \_\_\_\_\_

hereinafter called the Author.

The Publisher and the Author desire to publish and have published a  
work of approximately \_\_\_\_\_ words in length and provisionally  
entitled \_\_\_\_\_

hereinafter called the Work.

I. The Author grants to the Publisher and its successors during the full  
term of copyright and all renewals thereof:

a. The exclusive right to print, publish, copy, and sell the Work and the  
other rights hereinafter referred to on the terms specified throughout the United  
States of America, the Philippine Islands, and Canada, and to sell it for export to all  
other countries throughout the world.

b. The exclusive right to license the Work for publication in the English  
language throughout the British Commonwealth (except Canada).

c. The exclusive right to license the Work for publication in all other  
languages and countries throughout the world.

II. The Publisher shall, within one year after the Author has delivered a  
complete and satisfactory manuscript as provided in Paragraph IV, publish the Work  
in such manner and at such price as seems best suited to its sale. No major

FM  
MHA  
JHC

changes in the manuscript shall be made without the consent of the Author. In no event shall the Publisher be required to publish a manuscript which in its opinion contains libelous or unlawful matter, and it shall not be responsible for delays caused by circumstances beyond its control. The Publisher shall keep the market supplied so long as, in its opinion, the demand shall continue to make the Work's publication and distribution profitable.

III. The Publisher shall apply for copyright in the name of the Author or in its own name if the Author so elects, and for renewal of such copyright in the United States and in such other countries as it deems feasible. If the Publisher supplies material for the Work, such as illustrations, it may copyright such material in its own name or in the name of the originator. In the event copyright of such material or of the entire Work including such material is effected in the Author's name, the Author agrees, upon request, to assign the copyright of such material. The Author for himself, his heirs and legal representatives, hereby agrees that within one (1) year prior to the expiration of the copyright, the Author, his heirs and legal representatives, shall make timely application for the renewal of the copyright in the manner provided by law or, if the Publisher so elects, to make and execute proper and sufficient written instruments or do any legal acts which the Publisher may reasonably request in order to enable the Publisher to renew and extend the copyright with respect to said Work and to make and execute such further written instruments as will enable the Publisher to obtain the benefit of the instant agreement during the renewal term or terms and extensions of said copyright.

IV. The Author agrees to deliver two complete, finally revised copies of the Work, in the English language, in content and form satisfactory to the Publisher and ready to print from, not later than

If the Author fails to deliver such copy within ninety (90) days after that date, the Publisher may terminate this Agreement, by giving written notice to the Author, and thereupon shall be entitled to repayment from the Author of all amounts which may have been advanced to him by the Publisher.

The Author further agrees to supply promptly all photographs, drawings, charts, indexes, and other material necessary to the completion of his manuscript, and if he fails to do so, the Publisher shall have the right to supply them and charge the cost against any sums accruing to the Author. The complete manuscript shall include the following additional items:

Unless the Publisher shall notify the Author in writing within ninety (90) days from the receipt of the finally revised copy that it is unsatisfactory, it shall be deemed to have accepted the manuscript for publication. In the event of final rejec-



tion of the manuscript, the Publisher will not be under any obligation under the instant contract, and the Author shall repay to the Publisher any amount advanced to him under the provisions of this agreement. The Publisher shall thereupon release to the Author all rights in the said manuscript copy.

The provisions of this Article IV as to the character, condition, and time of receipt of a copy of the Work and of the additional materials are of the essence of the agreement, and in the event of the Author's default hereunder the Publisher may, at his option, any time prior to the actual publication of the Work, terminate this agreement and obtain the repayment of any advances paid to the Author without prejudice to any other remedy.

V. The Author agrees to read, correct, and promptly return all proof sheets of the Work, and to pay for the cost of alterations, in type or in plates, required by the Author, other than those due to printers' errors.

VI. The Author warrants to the Publisher and its licensees that he is the sole author of the Work, that he is the owner of all the rights granted to the Publisher, and has full power to enter into this agreement; that the Work is original and is not in the public domain; that it does not violate the right of privacy of any person; that it contains no libelous, obscene, or other unlawful matter; and that it does not infringe upon the copyright or violate any other right of any person or party. The Author agrees to hold the Publisher harmless against any damages, including reasonable attorneys' fees, sustained in any suit against the Publisher or its licensees by reason of a violation of any of these warranties.

The Publisher shall have the right, at the expense of the Author, to defend, through counsel of its own choosing, any suit involving any of the matters herein referred to.

If any such suit is instituted, the Publisher shall promptly notify the Author and may withhold payments due to the Author under this or any other agreement between the Author and the Publisher, subject, however, to the Author's right to draw on such sums to defray his expenses in connection with such suit. If a final adverse judgment is rendered and is not discharged by the Author, the Publisher may apply the payments so withheld to the satisfaction of the judgment, without prejudice to the Publisher's right to recover further damages from the Author.

VII. The Author further guarantees to the Publisher

VIII. The Author agrees that during the term of this Agreement he will not, without the written permission of the Publisher, publish or permit to be published any material in book or pamphlet form, based on material in the Work or which is reasonably likely to injure its sale, and will not publish or permit the publication of a book or pamphlet on the same subject written or edited by him that will compete with the sale of the Work.

IX. The Publisher shall pay to the Author the following royalties on the retail price:

a. On all copies of the regular trade edition sold by the Publisher in the United States of America (except as hereinafter set forth), less returns

b. On all copies of the regular trade edition of the Work sold in Canada, an amount equal to \_\_\_\_\_ of the United States retail price.

c. On all copies of the regular trade edition of the Work sold by the Publisher to other export markets, an amount equal to \_\_\_\_\_ of the United States retail price.

d. On all copies sold in quantities of two hundred (200) copies and more to justify a special discount of fifty per cent (50%) or more of the retail price, a royalty of

of the amount of the Publisher's receipts from such sales.

e. 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.

f. The Author hereby grants and assigns to the Publisher the sole and exclusive right to sell to other publishers, including any corporation which is a subsidiary or affiliate of the Publisher's, the right to bring out a reprint edition of the Work (in full-length, condensed, or abridged versions).

*max  
side*



In the case of the sale of such reprint rights, the Publisher shall pay to the Author fifty per cent (50%) of the proceeds. The Publisher also has the right to publish a reprint edition of the Work through his reprint divisions, and in that event the Publisher shall pay to the Author

X. The Publisher shall pay to the author as an advance against royalties

XI. a. On copies furnished gratis to the Author, or for review, advertising, samples, or similar purposes, on copies destroyed by fire or water, or for any other reason beyond the control of the Publisher, or stolen or lost in transit or as a result of uncollectable accounts, no royalty shall be paid.

b. The Publisher is authorized to permit publication of the Work in Braille, or photographing, recording, and/or microfilming the Work for sale to the physically handicapped without payment of fees and without compensation to the Author, provided no compensation is received by the Publisher. In case a compensation is received, the Publisher shall pay to the Author fifty per cent (50%) of the proceeds.

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

XII. The grants by the Author to the Publisher herein shall be deemed to include, without limitation to the rights specified in Article I, the rights set forth hereinafter, and the Publisher agrees to pay to the Author the royalties hereinafter set forth.

a. The right to license the publication of the Work by book clubs which pay a royalty or an outright sum to publish for distribution to its members or subscribers. The amount received shall be divided equally between the Author and the Publisher.

b. The right to sell, in the territory specified in Paragraph I of this Agreement, the Work for publication in full-length, condensed, or abridged versions in one part before book publication. The Publisher shall pay to the Author of the proceeds of such sales.

c. The right to sell, in the territory specified in Paragraph I of this Agreement, the Work or parts of it for serial publication in newspapers or periodicals before publication in book form. The Publisher shall pay to the Author of the proceeds of such sales.

d. The right to sell, in the territory specified in Paragraph I, the Work or parts of it for publication in newspapers after publication in book form (provided such rights have not been retained by the purchaser of the first serial rights). The Publisher shall pay to the Author  
of the proceeds of such sales.

In making sales pursuant to Sub-paragraphs b., c., and d., the Publisher may deal directly with newspapers or periodicals or with those dealers in such literary rights commonly known as syndicates, and for the purpose of computing the Author's share set forth in subdivisions b., c., and d. above, the proceeds or amounts received by the Publisher from such syndicates shall be deemed to be its "net receipts."

e. The right to sell extracts from the Work in periodicals or in book form or condensed or abridged versions or other digests or abridgements and microfilming. The Publisher shall pay to the Author  
of the proceeds of such sales.

XIII. 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:

*Novel*  
a. Dramatic, radio, and television broadcasting rights, and reproduction by phonograph records or other mechanical devices. The Publisher shall pay to the Author  
of the proceeds of such sales.

b. Motion picture, sight and sound, and allied rights. The Publisher shall pay to the Author  
of the proceeds of such sales.

XIV. The translation rights granted to the Publisher in Paragraph I.c. include both book and serial form. On all such proceeds, the Publisher shall pay to the Author

XV. For independent publication in the British Commonwealth (except Canada) and elsewhere in the English language outside the United States on a royalty basis (the rights to which were granted to the Publisher in Paragraph I.b.), the Publisher shall pay to the Author

In case of the sale of an edition in the form of sheets or finished books to a foreign publisher at a price inclusive of royalty, the Publisher shall pay to the Author fifty per cent (50%) of the sum accruing over and above the actual cost of manufacturing



such an edition (not including overhead charges); such amount not to be less than ten per cent (10%) of the net price paid by the foreign publisher.

XVI. The Author agrees to submit to the Publisher his next book-length work before submitting it to any other Publisher. The Publisher shall be entitled to a period of six weeks after the submission of the completed manuscript within which to notify the Author of its decision. If within that time the Publisher notifies the Author of its desire to publish the manuscript, it shall thereupon negotiate with the Author with respect to the terms of such publication.

*Impress*  
XVII. The Publisher shall give to the Author on publication free copies of the Work and the Author shall have the right to purchase further copies for personal use, but not for resale, at a discount of fifty per cent (50%) of the retail price. Such copies shall not be subject to a royalty.

XVIII. The Publisher agrees to render a semi-annual statement of account to the first day of July or the first day of January immediately following the publication of the Work and to render similar semi-annual statements for all succeeding periods of six months during which royalties shall have accrued, and to forward such statements, together with checks in payment of the amounts due thereon, within two months following each semi-annual period. Should the Author receive an overpayment of royalty arising from copies reported sold but subsequently returned, the Publisher may deduct such overpayment from any further sums due the Author.

XIX. In case of bankruptcy, receivership, or assignment for benefit of creditors of the Publisher, the right of publication shall revert to the Author, and thereupon this Agreement shall terminate, but the Author shall have the right to buy back any existing plates and remaining copies or sheets at a fair market value, to be determined by agreement.

XX. The Publisher, in its discretion, may at any time determine to discontinue the publication of the Work without prejudice to its other rights as specified in this Agreement. In that event, he shall give notice of such determination to the Author by registered mail at the address last given by him. Within thirty days after the mailing of such notice, the Author shall have the right to purchase from the Publisher at cost any existing plates of the Work, or other reproductive media or material, and any existing sheet and bound stock other than plates and stock which are not the unrestricted property of the Publisher.

XXI. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, or administrators of the Author and any successor in busi-

ness of the Publisher, but neither party shall otherwise separately sell or assign his rights under this Agreement without the written consent of the other.

XXII. This Agreement shall be interpreted according to the laws and statutes of the State of New York and of the United States of America, regardless of the place of its physical execution.

XXIII. This Agreement constitutes the complete understanding of the parties and no representation other than is contained in it shall be binding. No alteration, modification, or waiver of any provision of it shall be valid unless in writing and signed by both parties.

IN WITNESS THEREOF the parties hereto have duly executed this Agreement on

FREDERICK A. PRAEGER, Inc.

In the presence of

.....  
Witness

By .....  
The Publisher

In the presence of

.....  
Witness

.....  
The Author



1. QVEY NEW MTH

Tanned leaves Firm  
Subs off flat flat 66 66

FS - 10% to 2500  
12% to 5000  
15% to 5000

16 control pub.  
10% to 5000  
12% to 10000  
15% to 10000

paper reprint 6 - 7% quality  
100 4-5

Mass market - 4% to 150,000  
off to straight 15%

Sub 1 - 10-90 to 35-75