

# SECRET OF THE LOST RACE

AGREEMENT made this 18th day of March, 1959 by and between Andre Norton, 1829 Mannering Road, Cleveland 12, Ohio

hereinafter referred to as the Author, and ACE BOOKS, Inc., of 23 West 47th Street, New York, N.Y., hereinafter referred to as the Publisher.

In consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. PUBLICATION RIGHTS GRANTED. Author hereby grants to Publisher the rights to print, bind and sell, in such format and design and under such imprints and trade names as the Publisher may determine, the Author's Work tentatively entitled WOLFHEAD in paper-bound editions in the English language throughout the world. The Author agrees that the Publisher will become sole owner of all the English language paper-bound book rights to the Work. These rights are understood to include those necessary to publish or license publication as a paper-bound book and copyright it as a book in the English language and to offer for sale and sell said book as published from the Work throughout the world.

2. CHANGE OF TITLE AND EDITING RIGHTS. Publisher shall have the right to publish the Work under its present tentative title or under such other title as Publisher may deem most advantageous to the sale thereof, and to make any changes, additions and deletions whatsoever in the material of the Work.

3. AUTHOR'S REPRESENTATIONS. Author represents and warrants (a) that he is the sole creator of the Work and the sole owner of all rights in and to the Work, and that the rights granted hereunder to Publisher are not subject to any prior contract or lien of any nature whatsoever which might interfere with the rights granted to Publisher under this Agreement; and (b) that the Work contains no matter which is libelous or unlawful or infringes the privacy of any party or infringes any copyright or violates the right of any other person.

4. INDEMNIFICATION. Author will hold Publisher harmless against any suit, claim, demand, proceeding, recovery or penalty sustained by reason of any claim of violation of copyright, proprietary right or privacy or for any libelous or other matter contained in the Work which for any reason may be unlawful or in violation of the rights of others to print, publish or sell, and Author will defend all such suits, claims, demands or proceedings at Author's own cost and expense, and in the event of failure or refusal of Author so to defend, the Publisher may defend at Author's cost and expense. Author at its own expense will institute any action or proceeding Publisher may reasonably demand in order to protect the rights of Publisher herein, and on Author's failure so to do, Publisher may institute any such action or proceeding in Author's name, Author to compensate Publisher for any reasonable expenses incurred, including counsel fees.

5. DIVISION OF RECEIPTS ON SALE OF OTHER RIGHTS. Author and Publisher agree that the net receipts from the sale or other disposition of any and all rights in the Work, other than the rights granted to Publisher (Paragraph 1 hereof), shall be shared equally between Author and Publisher and Publisher shall have the sole and exclusive right to sell or otherwise dispose of any and all such rights.

6. PUBLISHER'S ADVANCES. Publisher agrees to make the following advances against monies that may become due to Author under this Agreement:

Five Hundred Dollars (\$500.00) on signing of this Agreement;

Five Hundred Dollars (\$500.00) on publication.

7. ROYALTIES. Publisher agrees to pay to Author royalties on copies of The Work sold as follows:

(a) on the first 150,000 copies sold anywhere except in Canada, royalties at the rate of one cent (1¢) per copy, and on all copies in excess

of 150,000 sold anywhere except in Canada, royalties at the rate of one and one-half cents (1½¢) per copy;

(b) on the first 150,000 copies sold in Canada, royalties at the rate of one cent (1¢) per copy, and on all copies in excess of 150,000 sold in Canada, royalties at the rate of one and one-half cents (1½¢) per copy;

(c) royalty payments for royalties in excess of advances paid by Publisher to Author shall be made on or before March 31 and September 30 in each year for royalties accrued during the preceding semi-annual periods ended December 31 and June 30, respectively;

(d) no royalties shall be payable with respect to any copies of the Work which Publisher may print to replace any copies which may have been destroyed by fire, water or other cause while in possession of Publisher or any distributor, jobber or retailer and upon which royalty shall have been or shall be paid by Publisher;

(e) all royalties payable hereunder shall be computed on net sales as reported to Publisher by its distributors and on any other sales to the public;

(f) notwithstanding subparagraphs (a) and (b) above, no royalties shall be payable with respect to remainder copies of the Work sold by Publisher, after regular distribution of the Work, at prices per copy below Publisher's actual production costs per copy.

8. FIRST PUBLICATION DATE.

Shall be within eighteen months after signing of this Agreement.

9. Author's Agent. None.

10. DISCONTINUANCE OF AGREEMENT. If the book is no longer on sale five (5) years from the date of first publication, the Author may thereupon give written notice to the Publisher that he desires to terminate this agreement unless the Publisher brings out a new printing of the book; and if within six months after the Publisher's receipt of such notice the publisher has not signified its intention of publishing a new printing of the book, then this agreement shall terminate without further notice, and all rights hereby granted by the Author shall revert to the Author.

11. ARBITRATION. Any controversy or claim arising out of a dispute relating to this Agreement or the breach thereof, shall be settled by the majority decision of three arbitrators, one to be appointed by Author, another by Publisher, and a third by these two. If they are unable to agree upon a third, the third shall be appointed by the American Arbitration Association. Judgment upon the award may be entered in the Court of any forum, State or Federal, having jurisdiction.

12. This Agreement shall be construed in accordance with the laws of the State of New York and of the United States of America, regardless of where executed.

13. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representative and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Daisy B. Norton  
Witness

Andie Norton  
Author

ACE BOOKS, INC.

James G. Lull  
Witness

By A. S. W. W.  
President