

G.K. HALL & CO.

TWAYNE PUBLISHERS
GREGG PRESS

REPRINT AGREEMENT

MEMORANDUM OF AGREEMENT, made this 2nd day of May 1979
between GREGG PRESS, a division of G.K. Hall & Co. (hereinafter called "Gregg")
and Andre Norton c/o Larry Sternig (hereinafter called "Seller").
742 Robertson St.
Wauwatosa, WI 53213

1. Seller is the proprietor of a work ("Work") entitled:
ORDEAL IN OTHERWHERE by Andre Norton
2. Seller hereby grants to Gregg the right to print, publish and sell the Work in a clothbound reprint edition in the English language throughout the world.
3. The Work shall be first published by Gregg within twenty-four (24) months of the date of this agreement.
4. Gregg shall retain all/hardcover reprint rights under this agreement so long as the Work remains in print. The Work shall be deemed in print as long as it is available for sale from stock either held by Gregg or by any wholesale or retail distributor of the Work.
5. If the Work goes out of print and Gregg fails to reprint it within six (6) months after receipt of written demand by Seller to do so, Seller, at its option, may terminate this agreement thirty (30) days after Gregg's receipt of Seller's written notice of termination. Upon such termination, all rights granted under this agreement shall revert to Seller and Gregg shall have no further obligation or liability to Seller under this agreement except for payment of royalties as they become due.
6. Neither party shall be liable to the other under this agreement because of any delay due to strikes, fires, shortages of labor or materials, mechanical difficulties, governmental restrictions, breakdown of market distributive facilities, or any other circumstances beyond its control. If Gregg fails to keep the Work in print because of such circumstances, the provisions of Paragraph "5" shall not apply until one (1) year after the termination of such circumstances.



7. During the term of this agreement Seller shall not without the prior written consent of Gregg, publish or permit any third party to publish the Work or any selections therefrom, in volume form.

8. An advance of \$ 250.00 shall be applied by Gregg against the royalties to be paid by Gregg to Seller, as hereinafter provided, of which \$ 250.00 will be paid on the signing of this agreement and ~~\$ on publication~~

9. Gregg shall pay Seller royalties as follows:

- (a) On all copies sold, ~~xxx~~ ^{10%} of the list ^{AN} price per copy sold, less returns.
- (b) On copies sold at a discount of fifty percent (50%) or more, a royalty of fifty percent (50%) of the royalty set forth in part (a) of this numbered paragraph.
- (c) Ten percent (10%) of the amount of Gregg's proceeds for copies of overstock which Gregg deems expedient to sell at a discount of seventy percent (70%) or more (remaindering); providing that if such sales are made at or below cost of manufacturing no royalty should be paid. No sale of overstock may take place before the expiration of one (1) year from the first edition published hereunder.
- (d) No royalty shall be paid on copies sold at or below cost or furnished gratis for review, advertising, promotion, bonus, sample or like purposes.
- (e) On all copies given by Gregg as gifts or premiums in connection with or in combination sale with any works or products of Gregg, a royalty at the rate of one-half of the royalty set forth in part (a).

10. Gregg shall render to the Seller an annual statement of account covering sales made in the preceding calendar year, according to Gregg's regular schedule, and each statement shall be due within three (3) months following the period which it covers. Payments then due shall accompany such statements. Royalties in respect of sales outside the United States shall, in the event of currency restrictions, be paid to the Seller only when the monies upon which such royalties are based are received in the United States, and subject to government taxes or money withheld by requirement of such government.

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11. Seller will supply to Gregg, upon request, a copy of the original publication which Gregg shall have the right to dissect for the purpose of re-publication. Gregg will rebind before returning to the Seller.

12. Seller warrants and represents that:

- (a) All rights herein granted to Gregg are owned by Seller and not subject to any prior contract right or lien which may interfere with Gregg's rights under this agreement.
- (b) The Work does not constitute an infringement of any copyright, property or personal right whatsoever nor does any part thereof constitute a libel or breach of any right of privacy, and that the Work contains no unlawful matter.
- (c) Seller has full right to enter into this agreement.
- (d) No claim has been made to Seller's knowledge that Seller does not have full right to enter into this agreement or that the Work or any part thereof constitutes a violation of any of Seller's warranties and representations aforesaid. Seller will indemnify and hold Gregg harmless of and from any and all damages, judgments, recoveries, charges, costs and expenses, including counsel fees, incurred or arising out of any breach of any of the foregoing warranties and representations.

13. Gregg will print on the copyright page of each edition of the Work published hereunder, the copyright notices as contained in the Seller's edition.

14. Gregg will furnish to Seller two (2) free copies of its edition of the Work.

15. This agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto, but neither party may assign it without the consent of the other party.

16. This agreement shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts.

17. All monies due the Author under this agreement shall be payable to Larry Sternig Literary Agency of 742 Robertson Street, Wauwatosa, WI 53213, whose receipt will be a valid discharge of the obligation.

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

GREGG PRESS

BY Elizabeth B. Kubik
Elizabeth B. Kubik

BY Andie Nutter
SELLER