

University of Texas Press

P. O. Box 7819 Austin, Texas 78712

Miss Laura Gilpin
409 Camino del Monte Sol, Santa Fe, N. M.
87501
DEAR Miss Gilpin:

November 2, 1972

This letter is our contract with you. It sets down the terms of our agreement to publish your book, presently entitled The Rio Grande, River of Destiny: An Interpretation of the River, Land and the People.

It also represents the convictions that govern our relations with authors. We believe that a book belongs to its author; that the chief function of a publisher is to publish the author's work in appropriate form and to get it to as many readers as possible; that the author should be consulted in the disposition of book club and reprint rights. Finally, although we hope and expect that our association with each of our authors will extend through the publication of many books, we do not believe in requiring commitments for the future and so do not ask for options.

1. You grant to us during the term of the United States copyright, and during any renewal or extension thereof, the exclusive right to publish and sell, including the right to permit others to publish and sell, your work in book form in the English language throughout the world.

2. You shall deliver to us no later than XXXXXXXXXXXXXXXX a typed copy of your work in final form, complete and ready for the printer and accompanied by all necessary permissions, licenses, and consents. If we both agree that photographs, maps, charts, or other illustrations are necessary to the book, you will provide them in final form, ready for reproduction without additional art work (maps and charts will first be furnished in draft form for editing). When page proofs are ready you will prepare or cause to be prepared and deliver to us within 3 weeks of your receipt of such proofs an index to the work, unless we have agreed beforehand that one will not be needed.

If you do not so deliver your work to us in acceptable form by the date specified or at another date to be agreed to by us in writing, we may terminate this agreement by notice to you (unless failure to deliver is caused by circumstances beyond your control). When your work has been copy edited it will be returned to you so that you can discuss with the editor any changes which have been made with which you are not in agreement. Queries from the editor will be made on "flyers" attached to the typescript pages and you will make any queries or suggest any changes on flyers; you will not make changes directly on the edited copy. When you receive edited copy, this will be your last opportunity to make any substantive changes in your book without cost to you, so read it carefully. After the book has been set in type we will read galley proofs, if any. Page proofs will be sent to you, and reading them will be your sole responsibility, although we will check all lines reset to make corrections. The cost of changes made on page proofs other than for the correction of actual errors made by the printer or our staff will be charged against your account.

(If your work is a collection of articles by several authors and you are its general editor, you will be responsible for distributing edited copy to the contributors and forwarding their suggested changes which you approve to the copy editor. You will also be responsible for reading page proofs or for getting the contributors to read them and, unless otherwise agreed upon, for providing an index.)

3. We shall publish your work at our expense in manner and style and at a price we believe appropriate as soon as circumstances permit.

4. We shall apply for copyright in your name in the United States (unless otherwise stipulated in writing) and you shall (though we may do so on your behalf) apply for renewal or extension of such copyright if this agreement is then in effect. We may apply for copyright in your name in other countries. We shall publish your work in the United States in a way that complies with the provisions of the Universal Copyright Convention. In general, it is agreed that both you and we shall take all steps necessary to secure and preserve a valid United States copyright in your work.

5. You represent and warrant to us, and to those to whom we may license or grant rights hereunder, that you are the sole owner of your work and that it has not previously been published in book form; that it is original, is not in the public domain, and does not infringe upon or violate any personal or property rights of others; that it contains nothing scandalous, libelous, in violation of any right of privacy, or contrary to law; and that you have all necessary permissions, licenses, and consents and the full power to enter into this agreement and to grant us the rights herein provided for.

6. You agree to indemnify and hold us harmless against any loss, damage, liability, or expense (including counsel fees reasonably incurred) arising out of any claim, action, or proceeding asserted or instituted on any ground which, if established, would be a breach of any of the warranties made by you in this agreement.

7. We shall pay to you:

A. On each copy of the trade edition or microfiche sold by us, less returns, a royalty of

1 through 5,000 copies,
ten per cent (10%) of list (retail) price;

5,001 through 10,000 copies,
twelve and one-half per cent (12½%) of list price;

Over 10,000 copies,
fifteen per cent (15%) of list price.

B. On copies sold by us, at a special discount of 50% or more from the publisher's retail price through channels outside of the ordinary wholesale and retail trade (other than remainders as described in paragraph E), a royalty of 10% of the amount we receive. Such sales shall be accounted for separately and not included in other sales totals.

C. On copies sold by us for export (except as provided in paragraph F), a royalty of 10% of the amount we receive.

D. On copies of a paperback edition issued by us, a royalty of 6% of the publisher's retail price of such paperback edition.

E. On copies sold at a remainder price (any sale at a price at or below manufacturing cost, whether through normal trade channels or otherwise, being deemed a remainder sale for purposes of this clause), no royalty shall be paid.

F. On copies, bound or in sheets, sold for export at discounts of 60% or more, a royalty of 10% of the amount we receive.

G. On copies furnished without charge or for review, advertising, sample, promotion, or other similar purposes, no royalty.

8. We may publish or permit others to publish or broadcast without charge and without royalty such selections from your work for publicity purposes as may, in our opinion, benefit the sale of your work. We shall also be authorized to license publication of your work without charge and without royalty in Braille or by any other method primarily designed for the physically handicapped.

9. You grant to us the exclusive right on your behalf to license, sell or otherwise dispose of the following rights in your work: publication or sale of your work by book clubs; publication of a reprint edition of your work by another publisher; condensations; serializations in magazines or newspapers (whether in one or more installments and whether before or after book publication); dramatic, motion picture, phonograph, and broadcasting rights and electronic, mechanical, or visual reproduction rights; publication of your work in the British Commonwealth; publication of your work in foreign languages; publication of your work and selections therefrom in anthologies, compilations, and digests; picturized book versions; and microprint and microfilm versions. In order to afford you the opportunity to consult with us on book club or reprint rights before we dispose of these rights, we shall notify you before making any disposition of same.

In the case of each of the rights specified in this paragraph 9, the net proceeds of its disposition (after all commissions, foreign taxes, and other charges) shall be shared equally between us except that as to first serial, dramatic, motion picture, phonograph, and broadcast uses the division of net proceeds shall be 90% to you and 10% to us. (If this work is a collection of contributions, we may permit others to publish or make use of separate contributions from it, as described above, but not without approval of the individual contributor, with whom proceeds from such permissions will be divided on the same basis as described above in this article.)

10. During the life of this agreement you will not, without our written consent, furnish to any other publisher any book on the same subject and of the same extent and character as the book covered by this agreement, publication of which would clearly conflict with the sale of our book. When in doubt about application of this article to a new work, you will confer with us to receive the necessary clearance.

11. On publication of your work we shall deliver to you ten copies without charge and you shall have the right to purchase further copies, for your personal use but not for resale, at a discount of 40% from the publisher's retail price. (If this work is a collection of contributions edited by you, we shall deliver to you five copies without charge and you shall have the right to purchase further copies, for your personal use but not for resale, at a discount of 40% from the publisher's retail price. We shall deliver to each contributor one copy without charge if there are more than five contributors, two copies if there are five or fewer contributors.)

12. A. We shall render to you in October of each year an annual statement of account as of the preceding August thirty-first. Each statement shall be accompanied by payment of all sums due thereon. If in any yearly period the total payments due are less than \$10.00, we may defer the rendering of statements and payments until such time as the sum of \$10.00 or more shall be due.

B. You may, upon written request, examine our books of account insofar as they relate to your work.

13. A. In case we fail to keep your work in print (and for all purposes of this paragraph the work shall be considered to be in print if it is on sale by us in any edition or if it is on sale in any edition licensed by us during the term of this agreement) and you make written request of us to keep it in print, we shall, within sixty days after the receipt of your request, notify you in writing whether or not we intend to do so, and if we elect to do so, we shall have six months thereafter in which to comply. If we fail to comply (unless the failure is due to circumstances beyond our control), or if we do not desire to keep your work in print, then this agreement shall terminate and all of the rights granted to us shall revert to you.

B. In case of such termination you shall have the right for thirty days thereafter on prior written notice to us to purchase negatives and plates, if any, of your work at one third of their manufacturing cost, including composition, and any remaining copies or sheets of your work at the manufacturing cost. If you fail to do so, we may dispose of all of them as we see fit, subject to the provisions of paragraph 7 of this agreement.

C. Nothing contained herein shall affect our right to sell remaining copies of your work on hand at the date of termination of this agreement, nor shall such termination affect any license or other grant of rights, options, or contracts made to or with third parties by either of us prior to the termination date, or the rights of either of us in the proceeds of such agreements.

14. Prior to remaindering your work under paragraph 7E, we shall make reasonable effort to notify you and afford you the opportunity to purchase all or part of such overstock at the remainder price.

15. You shall execute and deliver to us whatever documents and assignments of copyright or other papers as may be necessary to fulfill the terms and intent of this agreement.

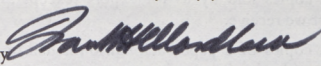
16. Any rights in your work not specifically granted to us hereunder are reserved to you. You agree, however, not to exercise or dispose of any of your reserved rights in such a way as to affect adversely the value of any of the rights granted to us under this agreement.

17. No waiver or modification of this agreement shall be valid unless in writing and signed by both of us.

18. This agreement shall inure to the benefit of and be binding upon you and your heirs, personal representatives, and assigns and upon us and our successors and assigns. We shall not assign this agreement without your consent.

If the foregoing correctly states your understanding of our agreement, please sign the enclosed copy of this letter where indicated below and return it to us, whereupon it will constitute a binding agreement between us.

Very truly yours,

By 
UNIVERSITY OF TEXAS PRESS

Accepted and Agreed to:

Date

Home Address

Social Security Number