This Agreement, made this eighteenth day of March 1965

by and between CLARA SIPPRELL, Box 653, Manchester, Vermont

party of the first part, the Author and/or Proprietor (hereinafter in either case termed "the Author"), and THE JOHN DAY COMPANY, Inc., of 62 West 45th Street, New York 36, N. Y., party of the second part (hereinafter termed "the Publisher").

The Author declares that he is the sole proprietor of this work and that he has full power to make this agreement.

In consideration of the premises and of the promises hereinafter set forth, it is agreed by the parties hereto as follows:

1. (a) The Author hereby grants and assigns to the Publisher the sole and exclusive right to publish in book form, during the term of copyright and renewals thereof, in the English language throughout the world, an untitled book of her photographs with accompanying text, hereinafter referred to as "the said work".

(b) The Author also grants to the Publisher such other rights as are set forth in Clause 16 hereof.

2. (a) It is understood and agreed that the copyright shall be taken out by the Publisher at his own expense in the name of the Author/~~Publisher~~ in the United States of America. In the event that said work has been or will be published abroad prior to American book publication, the Author agrees to place two copies of the foreign edition of said work in the hands of the Publisher in ample time to protect such American copyright.

(b) The Author agrees to make timely application for the renewal of the said copyright within one (1) year before the expiration of the copyright therein.

3. The Author hereby guarantees that the said work is in no way a violation of any existing copyright either in whole or in part, and that it contains no matter which, if published, will be libellous or otherwise injurious; and that he will, at his own expense, protect and defend the said work from any adverse claims that said work infringes any copyright, and he will indemnify and save harmless the Publisher from all damages, costs and expenses arising by reason of any alleged injurious or libellous matter in the said work.

4. The Author agrees to deliver the manuscript copy of the said work to the Publisher on or before September 1, 1965 in proper shape for the press. Time is of the essence of this agreement, and if delivery be not made on or before the stipulated date, the Publisher shall not be bound by the time limit for publication provided in Clause 6; and if within three (3) months after written notice from the Publisher to the Author or his representative, said delivery be not made by the Author, this shall be deemed cause for the Publisher, if he so desires, to terminate this agreement (and to recover from the Author any and all amounts which he may have advanced to the Author as hereinafter provided). The Author further agrees to supply promptly all photographs, drawings, charts or index if such be necessary to the completion of the said manuscript, and if he fails to do so, the Publisher shall have the right to supply them and to charge the cost thereof against any sums accruing to the Author under this agreement. In the absence of written instructions to the contrary, it is understood that in the ordinary course of preparing the manuscript for the printer the Publisher is authorized to make the manuscript conform to his standard style of punctuation, spelling, capitalization, and usage.

5. The Author agrees, upon the request of the Publisher, to read, revise and correct and promptly return all proof sheets of the work, and to pay in cash or, at the option of the Publisher, as a charge against any sums accruing to the Author under this agreement, the cost of alterations in type or in plates, required by the Author, other than those due to printer's errors, in excess of ten percent (10%) of the original cost of composition, provided a statement of these charges be mailed to the Author within thirty (30) days after the receipt of the printer's bills, and the corrected proofs be presented for the inspection of the Author at the office of the Publisher, upon the former's request therefor. The Author shall pay in full for all corrections in the type, plates, or in the printed work which he requires or which are necessary for the correction of actual errors (excluding printer's errors) after the plates have been made or the work printed in conformity with the final corrected proof.

6. The Publisher agrees to publish the said work at his own expense ~~within after the date of receipt by him of the complete manuscript copy thereof~~, on or before October 1, 1966 in such style and manner as he shall deem best suited to its sale; but this limit, in case of strikes or other non-preventable delays or in case the Author fails to return proofs within thirty (30) days after he has received them, shall be extended to cover such delays. Should the Publisher fail to publish the said work before the expiration of said period, except as provided herein in Clause 4, the Author shall have the right to make written demand on the Publisher for such publication and if the work shall not be published within sixty (60) days after receipt of such demand, the Author shall have the right to terminate this agreement on repayment of any moneys advanced to him on account of this contract.

7. The Publisher further agrees, in consideration of the premises, to pay to the Author or representative or assign on all copies of the said work sold the following rates of royalty based on the catalogue list price: seven and one-half percent (7½%) on the first twenty-five hundred (2500) copies; ten percent on the next twenty-five hundred (2500); twelve and one-half percent (12½%) on the next five thousand (5000); fifteen percent (15%) on all copies sold thereafter; copies sold under Clauses 7-a, 7-c, 7-d and 7-e not to be included in determining the aforementioned quantities.

Except that in lieu of the royalties provided for above, the following royalties shall be paid by the Publisher in the following special cases:

(a) a royalty of ten percent (10%) of the catalogue list price for all copies of any cheap edition which he publishes, after one (1) year from the date of first publication, at a price of not more than one-half (½) the original catalogue list price.

(b) a royalty not to exceed ten percent (10%) on all copies sold from a reprinting of three thousand (3000) copies or less and ~~of~~ eight percent (8%) from a reprinting of two thousand (2000) or less; these royalties being provided by reason of the increased cost of manufacture of small reprints.

(c) a royalty of ten percent (10%) of the amount of the Publisher's charges for copies of the said work, less returns, but with no deductions for cash discounts or bad debts, sold as trade samples, to reading circles, to recognized book clubs for distribution to their members, or otherwise in quantity to organizations or individuals outside the regular bookselling channels, provided such sales are made at a discount of sixty percent (60%) or more from the catalogue list price.

(d) a royalty of ten percent (10%) of the amount of the Publisher's charges as above defined, for copies of overstock which the Publisher, after one (1) year from the date of first publication, deems it expedient to sell at remainder prices, i.e., at a discount of seventy percent (70%) or more from the catalogue list price, except when these are sold at or below cost, in which case no royalty shall be paid.

(e) a royalty of five percent (5%) of the United States catalogue list price on all copies sold outside the continental United States.

(f) Where the discount to jobbers or to wholesale or retail distributors or booksellers is forty-eight percent (48%) or more, the Publisher shall pay to the Author the prevailing rate of royalty less one-half (½) the difference between a forty-four percent (44%) discount and the discount granted (it being understood that, in no event, shall the amount paid to the Author be less than one-half (½) the stipulated royalty) but the regular rate of royalty, regardless of discount, shall be paid on individual sales in regular trade channels of less than one hundred (100) copies. The royalty on books given to booksellers and bookdealers in payment of trade advertising shall be at one-half (½) of the prevailing rate.

8. The Publisher shall have the right to permit the use of brief selections and quotations from said work free of charge where, in his judgment, it will benefit the sale of said work but should any income be received from the use of such selections, it shall be divided equally between Author and Publisher.

9. The Publisher agrees to render semi-annual statements of account as of January 31st and July 31st of each year and to make settlements in cash on or before April first and October first of each year.

The Publisher further agrees to pay to the Author as an advance against and on account of all earnings accruing to him under this agreement the sum of seven hundred fifty dollars ($750), payable one-half on signature of this agreement and one-half on delivery of the manuscript of the said work.

All royalties or other sums accruing to the Author in accordance with the provisions of Clause 16 shall be reported as of the semi-annual accounting periods in which the Publisher receives them.

10. Where the Author has received on any statement an overpayment of royalties, it is agreed that the Publisher may deduct the amount of this overpayment from any further royalties whether on this book or other books of the Author which may be published by the Publisher, it being understood, however, that the term "overpayment" does not apply to an unearned advance, unless otherwise specified. Royalties paid on copies sold to dealers but subsequently returned to the Publisher shall be treated as overpayment.

11. The Publisher agrees to give to the Author on publication ten (10) copies of the said work and to sell to him further copies for personal use at a discount of forty percent (40%) from the catalogue list price, or at a discount of twenty-five percent (25%) if an educational edition.

12. No royalty shall be payable on copies furnished gratis to the Author or given away for review, promotion, sample or like purposes in the interest of the sale of the work or for copies destroyed by fire or water.

13. If at any time the work shall be out of print and the Author shall notify the Publisher to this effect, all rights granted hereunder shall terminate and revert to the Author unless the Publisher shall (1) within thirty (30) days of receipt of such notice, declare his intention to publish a new edition of the work and (2) within nine (9) months of receipt of such notice (subject, however, to the provisions of clause 20 hereof) publish such new edition, except that the Publisher shall retain the right to recover any amounts which may be or thereafter shall become due in accordance with the provisions of clauses 7, 8, and 16 hereof from any sale or license of subsidiary rights which shall have been made at any time during the effective period of this contract or prior to the expiration of nine (9) months from the date of receipt of such notice. The work shall not be considered to be out of print if it is on sale in a cheap edition or in any other edition in the United States, or if there shall be in existence a contract for cheap-edition publication.

14. If at any time after the expiration of two (2) years from the date of publication the Publisher shall determine that there is not sufficient sale for the said work to enable him to continue its publication and sale profitably, he shall be privileged to dispose of the copies remaining on hand as he deems best, subject to the provision with regard to royalty set forth in Section d of Clause 7 of this agreement, and to destroy the electrotype or stereotype plates, if any, provided that he first notifies the Author, in writing, and for thirty (30) days thereafter the Author shall have the option or right to buy from the Publisher all copies on hand at the cost of manufacture, and the plates at one-third (⅓) of their original cost of production; this agreement shall thereupon terminate and all the rights of the Publisher shall then revert to the Author, except that the Publisher shall retain the right to recover any amounts which may be or thereafter shall become due in accordance with the provisions of clauses 7, 8, and 16 hereof from any sale or license of subsidiary rights which shall have been made at any time during the effective period of this agreement or prior to the expiration of three (3) months from the date of receipt by the Author of such notice.

15. In the case of bankruptcy or liquidation for any cause whatever of the Publisher, the Author shall have the right to buy back the rights of publication at a fair market value to be determined by agreement or arbitration together with any plates or remaining copies bound or unbound at the fair market value, this also to be determined by agreement or arbitration, and thereupon this contract shall terminate.

16. The Author hereby grants to the Publisher the following subsidiary rights in the said work, and the Publisher shall in his sole discretion have the right to sell, assign, or grant licenses with respect to said rights and shall pay to the Author the following percentages of the amount actually received by him in each case:

(a) fifty percent (50%) for cheap edition.

(b) fifty percent (50%) for book club. In the case that the agreement with a book club covering such rights requires the Publisher to provide the book club with more than one set of plates and binder's dies, the cost of such extra sets of plates and dies shall be borne equally by the Author and the Publisher.

(c) seventy-five percent (75%) for British publication.

(d) fifty percent (50%) for foreign-language publication.

(e) fifty percent (50%) for second-serialization, condensation, or anthology.

(f) seventy-five percent (75%) for motion picture.

(g) seventy-five percent (75%) for dramatization, including the motion picture rights if not previously sold or licensed.

(h) seventy-five percent (75%) for radio.

(i) seventy-five percent (75%) for television adaptation and presentation, if not included in the sale or license of motion picture rights.

(j) fifty percent (50%) for mechanical renditions, reproductions, or recordings.

(k) fifty percent (50%) for graphic, plastic or other representations of a character or characters or title or other content of the said work.

17. So long as this agreement is in effect, the Author will not publish or permit to be published any other material written or edited by him which would directly or indirectly tend to lessen the sale of the said work.

18. All rights in the said work now existing, or which may hereafter come into existence, except those herein specifically granted to the Publisher are hereby reserved to and by the Author.

19. ~~The Author hereby grants to the Publisher the option to publish his~~

20. The failure of the Publisher to publish or republish the said work shall not be deemed to be a violation of this agreement if such failure to publish is caused by restrictions of governmental agencies, labor disputes, or inability to have the book manufactured or to obtain the materials necessary for its manufacture, or for any other reason beyond the control of the Publisher; and in the event of delay from such causes the publication date may be postponed accordingly.

21. Any controversy or claim arising out of this agreement or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award may be entered in the highest court of the forum, state or federal, having jurisdiction. Such arbitration shall be held in the City of New York unless otherwise agreed by the parties.

This agreement shall be binding upon and inure to the benefit of the executors, administrators and assigns of the Author and upon and to the successors and assigns of the Publisher.

IN WITNESS WHEREOF the said parties have hereto set their hands and seal in duplicate the day and year first above written.

In the presence of

Thyella Fenner
(Witness sign here)

Clara E. Sipprell L.S.
(Author sign here)

THE JOHN DAY COMPANY, Inc.

Thyella Fenner

By Richard L. Walsh L.S.

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Agreement

between

CLARA SIPPRELL

and

THE JOHN DAY COMPANY
INCORPORATED
62 West 45th Street New York 36, N. Y.

for

Untitled book of her photographs with accompanying text.