



AVON BOOKS

To: Eliot Porter
From: Barbara Bertoli, art director
Subject: SWIMMER IN THE SECRET SEA

Date: April 25, 1975

Please sign and return the original to Avon Books,
959 8th Avenue, New York, 10019, Room 207. Keep
the carbon for your files.

Thank you.

Barbara Bertoli



PURCHASE ORDER

ARTIST: **Eliot Porter**ADDRESS: **Rt. 4 Box 33, Santa Fe, New Mexico 87501**WORK: **SWIMMER IN A SECRET SEA**ART: **right to reproduce color photo of water in a brook
from separations of the title page of WILDNESS IS THE
DATE: **PRESERVATION OF THE WORLD, published by A Sierra Club/
Ballantine Book 23811****DUE DATE: **April 25, 1975**

We hereby commission you as an independent contractor on the terms and conditions herein stated to prepare and deliver to us the above described artwork (hereinafter referred to as "Artwork"), at your sole cost and expense, in finished form, satisfactory to us, no later than . . . You undertake to execute the commission.

We shall have the right to reject the Artwork so delivered in our sole discretion within six (6) weeks following delivery.

You represent and warrant that the Artwork when delivered will be original and will not violate the copyright, right of privacy or any other right of any person, firm or corporation; and that you will be the sole and exclusive owner of the Artwork and all rights therein with full power to dispose of the same.

If the likeness of any individual is depicted by you in the said Artwork, you shall deliver to us, on our request in a form satisfactory to us, release(s) from the individual(s) so depicted allowing use by us and those authorized by us of the said likeness(es) in advertising and for purposes of trade.

You will indemnify us for all loss, damages and expense that we may suffer or incur (including reasonable attorneys' fees) by reason of the breach by you of any of the warranties or representations made by you herein.

The following rights in the Artwork shall constitute our sole and exclusive property; we may copyright said Artwork as published in our name:

☐ ALL RIGHTS INCLUDING COPYRIGHT AND RENEWAL

☐ ALL REPRODUCTION RIGHTS

☒ ALL REPRODUCTION RIGHTS WITH REGARD TO THE ABOVE WORK

In consideration of your preparation and delivery of the Artwork in a form satisfactory to us and the transfer of the above rights therein to us and as your full and final remuneration therefor, we agree to pay you the sum of **three hundred**

Dollars (\$ **300.00**) as follows: **right to reproduce color photo of water in
a brook from separations of the title page of WILDNESS IS THE
PRESERVATION OF THE WORLD, published by A Sierra Club/Ballantine
Book**

This agreement contains the entire understanding of the parties and may not be changed orally; further, it shall inure to the benefit of The Hearst Corporation, its successors and assigns.

Your signature below will constitute this a binding agreement.

Very truly yours,

Avon Books
THE HEARST CORPORATION

ACCEPTED AND AGREED:

By *B. Bertoli*

Please submit invoice to Avon Books, Att: Barbara Bertoli,
Art Director at the above address.



AVON BOOKS

THE HEARST CORPORATION

• 959 Eighth Ave.

• New York, N. Y. 10019

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