



August 7, 1978

Mr. Eliot Porter  
c/o Mr. Timothy Seldes  
Russell & Volkening, Inc.  
551 Fifth Avenue  
New York, New York 10017

Dear Mr. Porter,

This letter, when signed by you, shall be considered an agreement to publish a paperback edition of DOWN THE COLORADO, under the Dutton Paperbacks imprint. The contract between you and E.P. Dutton, dated December 27, 1968 for the publication of a hardcover edition of DOWN THE COLORADO, shall be amended to read:

7(a): On regular sales of a paperback edition in the territories covered by this Agreement, a basic royalty rate of five percent (5%) of the retail price on each copy of the work sold.

All other clauses in the contract shall continue unchanged and in full force.

Please sign and return to us one copy of this letter, retaining the other copy for your files.

Sincerely,

DeWitt C. Baker  
for E.P. DUTTON, A Division of Sequoia-  
Elsevier Publishing Co., Inc.

AGREED:

(Eliot Porter)

24 Aug 1978

(Date)

E.P. Dutton  
Publishers Since 1852

2 Park Avenue, New York, N.Y. 10016 (212) 725-1818 Cable: Yardfar Telex: 12-5836

AGREEMENT made August 1, 1978, by and between Eliot

Porter, c/o Timothy Seldes, Russell and Volkening, Inc.,

551 Fifth Avenue, New York, N.Y. 10017, and Bell Editions,

521 Fifth Avenue, New York, N.Y. 10017, for the publication

of a limited edition portfolio of eight dye transfer prints,

BIRDS IN FLIGHT

Eliot Porter undertakes to print the photographs, sign them,

and have them numbered and mounted, and to provide a list of

contents and a text about the flight of birds. Bell Editions

undertakes to have portfolio cases manufactured and the text

printed, and to promote and sell the edition. It is agreed

that Eleanor Caponigro is to design and supervise production

of the portfolio, in consultation with Eliot Porter and Bell

Editions.

All expenses and profits are to be shared 50/50 by Eliot

Porter and Bell Editions. All costs will be verified by written

estimates or invoices, and the two parties will make monies



available as bills are due. Income from sale of the portfolio will be paid out as received, first for expenses, in accounting periods of from one to six months, depending on the volume of the income.

Eliot Porter conveys permission for use of the photographs and text, which will be copyrighted in his name, and warrants that he is the sole author of same and has full power to make this grant. Selection of editorial and production materials, manufacture, and marketing will be subject to joint approval of author and publisher.

Income from serialization or other subsidiary use of the material, which is subject to agreement of the author and publisher, will be shared 50/50.

With this agreement, the author grants the publisher an option to publish the material in book form, according to terms to be negotiated, and in manner and nature subject to the

author's approval.

*Jack Bill*  
*Bell Edition*

*Timothy J. Bill*