

Draft

April 30, 1965

Mr. Robert Bruce Inverarity, Director  
The Adirondack Museum  
Blue Mountain Lake, New York

Dear Bruce:

Following is our proposal for the joint publication of Forever Wild, a proposal which we would consider just as binding as a formal contract. If the proposal is agreeable to you, will you sign both copies and return the original to us.

You agree to guarantee herewith: that you have full power to assign to us all rights in the work throughout the world, including the exclusive rights to copyright it in the name of the Sierra Club and to renew and hold copyright renewals; that the work does not infringe upon existing copyrights and contains no unlawful matter. You agree to supply all necessary permissions to quote protected material.

We agree to publish the work at our expense in suitable form and within a reasonable period, and will advertise it in an appropriate manner.

You agree not to publish a work of similar character tending to interfere with the sale of this work during the life of the present agreement; you agree to revise the first and subsequent editions of this work as needed to keep it up to date--or to allow us to have this work done if you are unable to, and deduct its cost from any surplus accruing to you on the revision.

Within sixty (60) days of the respective periods ending January 1 and July 1 of each year after publication, we agree to pay royalty on copies of the work sold during the preceding six months, the royalty to be calculated as described in (4) in the attached Publication Plan.

2.

We further agree to pay the museum 50% of our receipts from the sale of such other rights as translations, serialization, selection, abridgment, etc., and 85% of our receipts from the sale of the rights of dramatization, public reading, motion picture, or reproduction by other mechanical devices.

You agree to permit us to publish, or permit others to publish, with or without compensation such selections from the work as we may deem proper in the interest of the work.

If, after three years following publication, we find it necessary to discontinue publication, or we are unable to comply with your request that the work be kept in print, we shall, upon your request, reassign all our rights to you.

For purposes of notification you may direct mail to the San Francisco address of the Sierra Club, and we shall use your last known post office address.

We both agree that this letter shall bind and benefit the heirs, executors, administrators and assigns of both parties for the life of the copyright and renewals--unless terminated earlier as agreed above--and that this letter agreement may be assigned in whole only by either party with the written consent of the other.

If you have any questions about this proposal, please let me know.

Sincerely,

David Brower  
Executive Director

---

Author

---

Date



## PUBLICATION PLAN

### 1. Title page:

FOREVER WILD: The Adirondack Country  
Photographs by Eliot Porter  
Text from the writings of William Chapman White  
Foreword by George Marshall  
Introduction by Harold K. Hochschild  
Edited by Robert Bruce Inverarity  
Published for the Adirondack Museum by the Sierra Club  
New York and San Francisco  
Twelfth in the Sierra Club Exhibit Format Series  
edited by David Brower

### 2. Copyright page:

To include appropriate citations of copyright material as proposed by Mrs. White; to state (owing to foreign manufacture), all rights reserved, to make note of design by Robert Bruce Inverarity, of composition in San Francisco and manufacture in Europe through Chanticleer Press, and series editor's statement by David Brower

### 3. General plan:

Following the preliminary material as noted, 72 color plates, one to a page, faced with selection(s) from chapter, "The Adirondack Year," by Mr. White, preceded by his "Forever Wild--Forever?" Materials to be consonant with Exhibit Format, and production under control of the Sierra Club, with the Museum and the Club's Director and Executive Director, respectively, cooperating in supervision of standards of manufacture.

4. Financial agreement:

The Museum's advance to Eliot Porter for photography, to be stipulated at the time of publication, is to be considered an advance on his royalty, payable at 5 per cent of the selling price on copies sold at discounts of 45 pct. or less, half royalty on copies sold at greater discounts or outside the continental U.S. Mrs. White is to receive royalty at the rate of 5 per cent on the gross return from all copies sold in return for her making available the text of approximately \_\_\_\_\_ words, as described above, from the book, Adirondack Country. The authors of the foreword and introduction are contributing their work.

The Museum is to provide, at the time the principal manufacturing charges fall due, an interest-free loan to the club of \$30,000, repayment of which is to be made from half the monies received from sales, less the costs noted below (and see General Financial View, attached). The total investment of capital in the book, including advance royalty, manufacture, and promotion is borne approximately equally by the Museum and the Club; hence the sharing of receipts from sales. After the capital advances have been paid out, we will share equally with the Museum any surplus of receipts from sales over costs of publishing, these costs to consist of royalties, shipping, commissions, appropriate employee costs for overhead, other identifiable overhead costs of rent, equipment, postage, supplies, telephone, insurance, storage, bad debts, and continuing promotion, including the giving of copies for review. Our report no. C-29, attached, will indicate the general order of such costs in our operations for 1964 (the loss includes a three-year write off of bad debts and an added expense of \$25,000 brought about



by the lateness of production of our two main books and the costly attempt to avoid even greater delays).

We will supply books to the Museum for resale to its own customers at the normal jobber's discount of 46 per cent in lots of 50 or more and assuming a general level of sales of 250-500 copies per year by the Museum itself. We will handle all other distribution, and will provide free copies as follows to the contributors: photographer (5), Mrs. White (5), editor Inverarity (3), author of foreword (2) and of introduction (2) and of series statement (1), and to the Museum and Club libraries, 1 each. We will further make available free 25 review copies for reviewers of the Museum's choosing and further copies as necessary for reviewers of our choosing.

5. Schedule:

Transparencies are to be delivered to Chanticleer in New York as follows: by end of April, 60; by end of May, 12. Matching of White text and photographs is to be ready for review by George Marshall, to whom approval on behalf of the Sierra Club has been delegated, by April 30 in San Francisco. All text is to be in San Francisco for composition by June 6. Reproduction proofs will be in Chanticleer's hands by June 30. Presswork will be in Milan about August 15 and completed books in New York by the end of September. Publication date to be late October. The book will sell at \$25 retail (\$20 until publication day).

# GENERAL FINANCIAL VIEW

Assuming: 10,000 copies, 160 pages, 72 color plates, manufactured in Milan through Chanticleer Press, New York City, f.o.b., NYC through customs, freight and duty paid; selling price, \$25 (\$20 until publication day in late October), 5M copies at prepub, 1500 additional in 1965 at full price, 2M in 1966, 1500 in 1967, average return 60 pct. of the selling price.

## Receipts (over the life of the edition):

|                                       |                |
|---------------------------------------|----------------|
| 5M at \$20                            | \$100,000      |
| 5M at \$25                            | <u>125,000</u> |
|                                       | \$225,000      |
| Net return with ave. disc. of 40 pct. | \$135,000      |

## Expenses:

|  |               |                  |
|--|---------------|------------------|
| Manufacture  | \$ 46,700     |                  |
| plus contingency and supervision   | 4,300         |                  |
| plus advance production costs  | <u>2,000</u>  |                  |
| Total  | \$53,000      |                  |
| Promotion (15 pct of return)   | 20,000        |                  |
| Commissions to salesmen (6 pct)  | 8,000         |                  |
| Shipping and storage (7 pct)   | 9,000         |                  |
| Royalties  | 18,000        |                  |
| Other overhead (toward rent,<br>equipment, postage, supplies,<br>telephone, insurance, bad debts,<br>clerical salaries) (17 pct) | <u>23,000</u> |                  |
| Total  |               | <u>\$131,000</u> |
| Surplus (to apply toward executive costs)  |               | \$ 4,000         |



Notes:

The \$4,000 margin derives from our not charging some of the overhead expenses that could logically be assigned: part of my own salary, the very real cost of interest on the part of our capital that does not come from the interest-free loan, some travel and meeting and sundry expenses that our publications program has to carry. The Museum, however, is in a similar position. It is difficult to come out well on the first printing of any book containing this much color in an edition as small as 10,000 copies. A second 10,000 copies, manufactured at the same time (if we could reasonably foresee using them quickly enough) would cost about \$21,000 less than the first 10,000 copies, and that difference would become part of the dividable surplus. If we should sell more copies than expected at less than the average 40 per cent discount assumed, there would be a little more surplus to divide.

Probable repayment schedule:

The Museum will have advanced somewhat less than half of the initial capital requirement. Most copies will be sold through bookstores and on credit, which averages 60-90 days. The manufacturer's terms are 30 days. Therefore we would like the interest-free loan by October. Six months later, if the forecasts prove reasonably accurate, we could repay half the interest-free loan and \$6,000 of the Museum's advance-royalty payment to Eliot Porter. By year's end the rest of the advance to Porter should have been repaid, plus half the balance due on the interest-free loan, plus \$1500 of the Museum's share of the surplus if it materializes. The balance of the loan and of the share of any surplus would be cleared by the close of 1967.

All this assumes a good book's selling well. If it should not, we will share the regret.