



by Ansel Adams in *This Is the American Earth*

SIERRA CLUB

Mills Tower, San Francisco 4

September 18, 1962

Mr Eliot Porter
Rt 4, Box 33
Sante Fe
New Mexico

Dear Eliot:

Following is our proposal for the publication of your work entitled In Wildness Is the Preservation of the World, 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. We will absorb the cost of your alterations in type or plates in the amount of 10% of the original cost of composition and plate-making, respectively.

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 royalties 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 you a royalty on copies of the work sold during the preceding six months, the royalty to be calculated as follows:

On copies sold in the continental United States, 7/8 of 10% of the retail price of the book;

On copies sold abroad, one-half the above royalty (here we follow the publishing custom dictated by the need to give much higher discounts and commissions on foreign sales);

On copies sold in the continental United States at discounts of 50% or more, half royalty.

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On copies distributed free, or on copies lost or destroyed,
no royalty.

We further agree to pay you 7/8 of 50% of our receipts from the sale of such other rights as translations, serialization, selection, abridgment, etc., and 7/8 of 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.

We shall give you ten free copies of the work and you will be entitled to purchase additional copies for your use at 40% discount, f.o.b. Berkeley.

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

David Brower
Executive Director

Eliot Porter

Author

27 Sept. 1962

Date