



by Ansel Adams in *This Is the American Earth*

SIERRA CLUB

Mills Tower, San Francisco 4

May 4, 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 to the Financial Arrangement set forth in Paragraph 4 attached.

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

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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 the Financial Arrangements in (4) in the attached Publication Plan.

We further agree to pay the Museum 50% of our net receipts from the sale of such other rights as translations, serialization, selection, abridgment, etc., and 85% of our net receipts from the sale of the rights of dramatization, public reading, motion picture, television, 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. The Museum and the Club will divide the remaining inventory in proportion to the unrecovered capital invested by each party, and the Museum will cancel the unpaid balance of the interest-free production loan of \$30,000 described in the financial arrangements attached.

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.

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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

The Adirondack Museum

By _____

(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 and respecting the artistic integrity of the photographer and authors.

4. Financial Arrangements:

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 per cent or less, half royalty on copies sold at greater discounts or outside the continental United States. 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 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 (as, and when, received), less the costs noted below (and explained more fully, in essence, in General Financial View, attached). The estimated total "investment" of capital in the book, including advance royalty, manufacture, and promotion is to be borne approximately equally by the Museum and the Club; hence the proposed equivalent sharing of receipts from sales. After the capital advances and the loan have been paid out, we will share equally with the Museum

any surplus of receipts from sales over all costs of publishing, these costs to consist of manufacturing, royalties, shipping, storage, commissions, appropriate employee costs for overhead, other identifiable overhead costs of rent, equipment, postage, supplies, telephone, insurance, 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 Press 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

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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 % 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 average discount of 40%		\$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% of return)	20,000	
Commissions to salesmen (6%)	8,000	
Shipping and storage (7%)	9,000	
Royalties	18,000	
Other overhead (toward rent, equipment, postage, supplies, telephone, insurance, bad debts, clerical salaries) (17%)	<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.

Probably 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, 1965. Six months later, if the forecasts prove reasonably accurate, we should be able to 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 should be cleared by the close of 1967.

PUBLICATIONSSTATEMENT OF OPERATIONS FOR YEAR 1964 AND THE 1964 AND 1965 BUDGETS

	1964 ADJUSTED BUDGET	1964 TOTAL	1965 BUDGET
<u>RECEIPTS</u>			
Publications Sales	\$465,000	\$508,898.33	\$615,000
Film Rentals & Sales	5,000	5,393.49	10,000
Royalties	-	-	10,000
Miscellaneous	500	2,034.84	1,000
<u>Total Receipts</u>	<u>\$470,500</u>	<u>\$516,326.66</u>	<u>\$636,000</u>
<u>EXPENDITURES</u>			
Cost of Manufacturing	\$225,600	\$229,176.16	\$282,000
Royalties	50,000	35,770.10	65,000
Salaries	57,500	57,166.54	69,300
Payroll Taxes	1,700	1,742.28	2,000
Pension Cost	1,100	1,512.11	1,900
Group Insurance	400	526.27	1,400
Outside Services	1,000	1,315.69	1,500
Editorial Assistance	1,000	62.51	1,000
Commissions	28,200	26,007.36	34,300
Rent - Offices	3,900	5,481.59	7,800
Rent - Equipment	3,500	3,482.79	4,800
Postage	4,000	4,879.83	5,000
Supplies	1,000	4,974.11	5,000
Copies	700	1,224.13	1,200
Telephone & Telegraph	2,900	3,983.06	4,200
Shipping & Distribution	25,500	30,299.60	38,300
Publications (Internal Use)	100	93.73	100
Sundry Printing	100	123.00	200
Photos and Exhibits	400	209.17	300
Board and Committee Meetings	-	-	500
Travel - Staff	500	5,007.82	4,000
Travel - Non-Staff	-	278.82	300
Insurance	600	3,113.28	-
Repairs & Maintenance	-	179.26	200
Interest	5,000	6,152.78	3,000
Equipment Purchases	200	116.44	500
Bad Debts & Adjustmenst	2,400	7,381.76	6,300
Collection Expense	-	-	1,500
Sundry	200	822.00	500
<u>Total Publication Expenditures</u>	<u>\$417,500</u>	<u>\$431,081.89</u>	<u>\$543,100</u>
<u>Promotion - Page 12</u>	<u>58,700</u>	<u>102,286.39</u>	<u>91,600</u>
<u>Total Expenditures</u>	<u>\$476,200</u>	<u>\$533,368.28</u>	<u>\$634,700</u>
<u>NET (DECREASE) IN PUBLICATIONS FUND</u>	<u>\$ (5,700)</u>	<u>\$ (17,041.62)</u>	<u>\$ 1,300</u>

PROMOTIONSTATEMENT OF OPERATIONS FOR YEAR 1964 AND THE 1964 AND 1965 BUDGETS

<u>EXPENDITURES</u>	1964 <u>ADJUSTED</u> <u>BUDGET</u>	1964 <u>TOTAL</u>	1965 <u>BUDGET</u>
Salaries	\$ 13,500	\$ 14,888.38	\$ 15,000
Payroll Taxes	400	463.54	400
Pension Cost	200	371.96	300
Group Insurance	100	109.59	300
Outside Services	4,200	11,448.75	12,000
Rent - Offices	1,000	3,330.00	3,500
Postage	1,500	4,170.94	4,500
Supplies	800	5,572.53	6,000
Copier	100	169.95	200
Telephone & Telegraph	500	1,283.34	1,200
Advertising & Selling	5,900	12,246.35	10,500
Shipping & Distribution	-	1,512.40	500
Sundry Printing	26,500	38,965.80	30,000
Photos & Exhibits	1,000	1,705.02	2,000
Mailing List Rental	1,000	1,518.41	1,700
Gratis Books	1,500	2,500.00	1,800
Travel - Staff	400	1,060.03	1,200
Sundry	100	969.40	500
<u>Total Expenditures - To page 11</u>	<u>\$ 58,700</u>	<u>\$102,286.39</u>	<u>\$ 91,600</u>

REPRINT CONTRACT

AGREEMENT made this 19th day of January 1966
between Sierra Club, Mills Tower, San Francisco, California

(hereinafter referred to as the "Seller") and Ballantine Books, Inc., of 101 Fifth Avenue, New York 3, New York (hereinafter referred to as "Ballantine"), in reference to:

IN WILDERNESS IS THE PRESERVATION OF THE WORLD by Henry David Thoreau:Photography by Eliot Porter
THIS IS THE AMERICAN EARTH by Ansel Adams and Nancy Newhall
THE SIERRA CLUB WILDERNESS HANDBOOK edited by David Brower

WHEREAS, the parties hereto are mutually desirous of having Ballantine publish a paper-bound edition of said book;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto do hereby agree as follows:

PAPERBOUND
EDITION
PUBLICATION
LICENSE:

TERM:
/ of each volume

DATE AND
STYLE OF
PUBLICATION:

DELAYS:

**GUARANTY
AND
ROYALTIES:**

1. The Seller hereby grants to Ballantine the sole and exclusive license to manufacture, publish and sell ~~in the United States and in the Territories and Colonies now or hereafter ceded or acquired by the United States and in the British Empire and the Possessions thereof and in all other parts of the world~~ ^{in the United States and in the Territories and Colonies now or hereafter ceded or acquired by the United States and in the British Empire and the Possessions thereof and in all other parts of the world} bound editions of said books throughout the world.
2. Said license shall continue for a period of five (5) years from the date of first publication/by Ballantine and subsequently unless terminated by the Seller upon six (6) months' written notice of termination to Ballantine, to become effective at the expiration of said period. Upon the effective date of such termination, all rights granted hereunder shall revert to the Seller except that Ballantine shall continue to have the right to dispose of any books then remaining on hand subject to the payment of royalties as hereinafter set forth.
3. Ballantine agrees to publish said book between January 1966
and December 1966 having a retail sales price of no less than 75¢
(seventy-five cents) and no more than \$3.95 (three dollars & ninety per copy.
five cents)
4. Ballantine shall not be responsible for delays caused by war, riot, strikes, fires, floods, acts of God, governmental restrictions, shortage or interruption of manufacturing facilities or materials supply, or other similar or dissimilar circumstances beyond its control.
5. Ballantine agrees to pay a guarantee of \$10,000.00 (ten thousand dollars)
payable on signing of this Agreement

to the Seller against a royalty to be earned at the following rates, based upon retail sales to the public as reported to Ballantine by its exclusive distributor, and other sales to the public, if any:

10% (ten percent)

5% (five percent)

of the U.S. retail price and the first 100 copies, and 85% of the U.S. retail price per copy, on United States sales; and a flat 15% of the U.S. retail price per copy on Canadian, overseas, Government agency, book club and Open Market sales; except as hereinafter provided in Paragraph 11 with respect to copies sold as "remainders."

REPORTS AND
PAYMENTS:

6. Ballantine shall render statements of sales as from April 1st to September 30th and as from October 1st to March 31st of each year and shall make settlement thereunder on or before February 1st for the six-month period ending the preceding September 30th, and on or before August 1st for the six-month period ending the preceding March 31st.
7. Ballantine shall furnish printer's affidavits of the number of books bound, promptly after said affidavits are obtainable.

PRINTER'S
AFFIDAVITS: