

THE ADIRONDACK HISTORICAL ASSOCIATION
THE ADIRONDACK MUSEUM, BLUE MOUNTAIN LAKE, NEW YORK

HAROLD K. HOCHSCHILD, PRESIDENT
THE ADIRONDACK HISTORICAL ASSOCIATION

PLEASE ADDRESS REPLY TO:
1270 AVENUE OF THE AMERICAS
NEW YORK 20, NEW YORK

December 6, 1965

Mr. Eliot Porter
Route 4, Box 33
Santa Fe, New Mexico

Dear Mr. Porter:

(1) In January 1964 you sold to us 50 transparencies of the Adirondacks at \$100 each or a total of \$5,000.

(2) From these and from a collection of other Adirondack photographs by you, you and we jointly have selected 80 transparencies for reproduction in a book of your photographs to be published by us next year. Some of the original 50 are included in the 80, others not.

(3) The transaction mentioned in paragraph 1 above is hereby canceled, but the \$5,000 received by you thereunder is to be treated as explained below.

(4) The first printing of the book, referred to in paragraph 2 above, will be 10,000 copies. The book will be sold at a retail price of between \$20 and \$25 a copy, subject to a number of copies, to be determined at our discretion, to be offered at a lower price before publication. You are to receive a royalty of 5 per cent on the retail sales price of each copy sold.

(5) The \$5,000 already paid you under paragraph 1 above is to be considered an advance against these royalties. Within one week from the signing by you and us of this letter agreement, we are to pay you a further \$10,000, to be considered as a further advance against royalties.

(6) In consideration of this \$15,000 advance, you transfer to us unconditional ownership of the 80 transparencies in paragraph 2 above, plus unconditional ownership of another 70 transparencies to be

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selected by us before 1st January, 1966 from the collection referred to in paragraph 2 above, provided, however, that of the 150 transparencies thus acquired by us we will upon your request lend some of them to you from time to time if you desire them for exhibition purposes for periods and at times not inconvenient to us.

(7) The transparencies remaining in your collection after the above-mentioned 70 have been chosen will be held by us for you at Blue Mountain Lake until your return from Galapagos Islands in the spring of 1966.

(8) As your 5 per cent royalty on the first printing of the book will total less than \$15,000, it is understood that after completion of the payment of \$15,000 to you, as set forth in paragraph 5 above, no further payment to you will be due from us unless and until the demand for the book should in our discretion call for a second printing thereof and sales from the first and second printings should bring your royalties to an amount exceeding \$15,000.

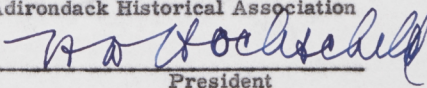
(9) You have offered after your return from the Galapagos Islands, and we have been glad to accept this offer, to make for us without charge a set of separation negatives and prints of the 150 transparencies bought by us.

(10) It is understood that captions for the photographs in the book will be selected by us from the late William Chapman White's writings.

(11) Your signature at the foot of this letter will constitute your acceptance of the terms thereof.

Yours very truly,

The Adirondack Historical Association



President