

ROUGH DRAFT ONLY

Box 667

Glen Rose, TX 76043

Aug. 17, 1982

Messrs. Scott and Stuart Gentling
4801 Harley St.
Fort Worth, Texas 76107

Dear Scott and Stuart:

This letter is my contract with you concerning your proposed publication of a piece of writing ~~to be published as a book~~ ^{produce} ("the Work") that I undertake to ^{produce} as a complementary text to a collector's edition of your bird paintings, said edition to be limited to approximately 750 copies and bearing the current provisional title Of Birds and Texas ("the Book"). The following are the terms we have agreed on for your use of this text:

1. Subject to the provisions of succeeding paragraphs, I grant to you the exclusive right to publish and sell, or cause to be sold, at a price or prices to be determined by you, the Work as a part of this limited collector's edition of the Book, according to such methods and through such channels as may appear best to you.

2. In length, the Work will be not less than approximately 7000 words nor more than approximately 12,000 words, unless a version either shorter or longer than these limits ^{appears} ~~is~~ desirable in my judgment and meets with your approval for use, said approval to be expressed by one of you in writing.

3. You will apply for copyright to the Work in my name, at the appropriate

time, in the United States and in any other countries in which a copyright for the Book itself is to be obtained. You will publish it in the United States in a manner that complies with the provisions of the Universal Copyright Convention. In general it is agreed that both you and I shall take all steps necessary to secure and preserve a valid United States copyright to this Work in my name.

4. I represent and warrant to you that I will be the sole owner of my Work and that it will not have been previously published in book form; that it will be original, will not be in the public domain, and will not infringe upon or violate any personal or property rights of others; and that I have all necessary permissions, licenses, and consents and the full power to enter into this agreement and to grant you the right herein provided for.

5. I agree to deliver to you no later than [date to be determined] two double-spaced typed copies of the Work, complete and ready for the printer. Substantive changes in the Work will not be made thereafter without my permission and approval, and I will be allowed to read and make corrections in both galley proofs and page proofs as they become available. If said type-written copies of the Work are not delivered to you within a period of 30 days after the stipulated date, you shall have the right to terminate this agreement ~~and~~ and my rights hereunder without recourse on my part; but if at that time, or before, or after, you grant me written permission for a specified delay in delivery, the delay shall not cause any diminution or alteration of my rights as delineated in this agreement.

6. My compensation for your use of the Work as a part of the Book is to

be in the form of a share in the total net profits accruing to you from the Book's sales and other earnings, not including sales of your original paintings or of separate individual prints, in which I am to have no interest. "Net profits" for this purpose are defined as your gross receipts less only the following: (1) legitimate costs for design, materials, editing, printing, binding, and other necessary book-manufacturing operations, and (2) all reasonable and just expenditures incurred by you for purposes of promotion and sales ^{of the Book,} as defined by the rules of good business practice. My share of such net profits shall amount to five percent up to the point at which said net profits reach \$750,000, and on all net profits beyond and above that amount my share shall be seven and one-half percent. ^{except ~~as noted in paragraph 7 below,~~} This share shall be payable as profits are accrued, at six-month intervals commencing at a date to be determined by you, but in any event not later than six months after the official publication date of the Book, and at such six-month intervals an exact computation of net profits to date shall be made for this purpose.

7. At a date six months after my submission to you of the completed Work in typescript form, I will be paid by you the sum of \$10,000 unless one or more net-profit distributions have been made before that time, in which event the payment I will receive, if any, will be only a sum sufficient to bring my total receipts from you, to that date, to an amount of at least \$10,000. This money shall be payable regardless of the Book's status in terms of publication or finances at that date and is non-refundable, but it is deductible from my ultimate share of net profits.

8. This agreement applies solely to your publication of the Work as a part of the limited collector's edition of the Book referred to in the

introductory paragraph of this letter, and all other rights in the Work are reserved to me, ^{including [etc.]} Subsequent commercial editions of the Book, if any such materialize, will involve separate negotiations with the publisher or publishers and do not come under this contract. In turn, I agree not to exercise any of my rights in the Work in such a manner as to detract from the Book's sales and prestige, ~~but~~ but will rather endeavor to use them so as to help it.

~~10.~~ 9. On publication of the Book, you agree to deliver to me one copy without charge.

10. You will keep, or cause to be kept, complete ^{to accounts} records and accounts relating to the Book's costs, expenses, sales, profits, etcetera, and I or my designated representative may examine such records and accounts upon request at any time.

11. No waiver or modification of this agreement shall be valid unless in writing and signed by all three of us.

12. This agreement shall inure to the benefit of and be binding upon all three of us and upon our heirs, personal representatives, and assigns. You will not assign this agreement without my consent.

The foregoing correctly states our understanding of the agreement we have reached, and our witnessed signatures below cause it to constitute a binding contract between us.

SIGNATURES, DATES, WITNESSES, ETC.