

STUART W. GENTLING

30 August 1982

David Holman
4601 Ramsey Avenue
Austin, Texas 78756

Dear David,

John Graves and I have reached a meeting of the minds as far as his participation is concerned. He saw all of our birds together for the very first time and is so enthusiastic that he is going to contribute a major literary effort to the publication instead of just a simple introduction. He is going to write between 7,500 and 12,000 words, and this should make our book very special in all respects — in the design, in the text, and in the pictures..

David, it is time now for you, Scott, and me to reach a total understanding of what you will need in order to participate fully in producing the bird book. I want our relationship to be clearly spelled out on paper so that there will be as little misunderstanding as possible. I am enclosing a separate page of items to be considered for a contract. There are points which have come to mind (and I am certain that I have not thought of everything). However, these points should provide us with a base from which to negotiate a working contract. Please consider these items which I have raised and add anything that you may think is pertinent. Because of the complexity of the enterprise and the great amount of money involved, it is most important that we have a complete mutual understanding of the responsibilities and obligations each of us is to bear. I want a minimum of ambiguity. I have never been involved in the book publishing business before, and I am certain that my attorney, thorough as he is, also does not know the fine points of publishing contracts. Since you, David, must be more familiar with the publishing business in all of its intricacies, I would prefer that you submit a contract to me first. We will then discuss the relevant points, reach a meeting of

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the minds, and then only after you and I have understood each other's position will I turn the contract over to my attorney. He is a bit of a bulldog who tends to see a relationship as a potential adversarial one, and it would be easy to keep him on a leash if you and I understand each other beforehand.

I would like you to consider the following:

- I) I will have all materials in your hands by June 1st, 1982. This will include:
- A) 40 to 45 completed paintings of birds.
 - B) 5 completed landscapes of the regions of Texas.
 - C) The comments upon each plate to be written by Scott and me.
 - D) The text of approximately 7,500 to 12,000 words by J. Graves.

If I have everything ready to begin publishing on June 1st, how soon ahead of time must you order all the paper, cloth, leather, boards etc. which you will need to immediately begin your task?

- 2) Once you begin your job, how long will it be from the time that you begin until the time you have at least 100 volumes and their cases ready to deliver?

David, these two questions are the questions most often asked of me. My clients are willing to be patient, but they do have a right to have a general idea about when to expect delivery. I would like to be able to take advantage of the autumn pre-Christmas book season, so let me know if June 1st. is early enough for us to have completed volumes ready to deliver by Fall. If June 1st. is good enough for you, then I plan to have all the money necessary for the project in my hands by April or sooner. That should give us enough time to order and receive all our materials. To date I have taken orders for over \$230,000.00 worth of books. All but about 15% of these are firm orders. I will begin collecting money as soon as I have a mock-up of the book as it will basically appear to clients when delivered. This mock-up does not need to have any printing in it. All that I need to show customers

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is a sample displaying the cover design and the thickness of the book with its blank pages and the box or slipcase in which it is contained. Believe me when I say that such a sample is worth ten thousand words of sales pitching. Your sample does not need to be the final one but close enough so that the final product is not vastly different. Make three or four samples if possible. I will then have fine 11" by 14" color photographs of all the paintings glued into the books, and I will ship some of these books to various dealers around the country. You may want to keep one of them for yourself if you have clients of your own. We will work out a specific number of books available for you to sell if you should wish to. Remember that you will make a 50% commission for all sales which you transact.

In closing let me say that though June 1st is nine months away, those months will slip by all too quickly. Oddly enough, the one aspect about this project which worries me the most is not the delivering of the completed paintings or the text on time, nor the question of sales; it is the coordination of all the complex elements of printing and publishing and shipping which causes me the most loss of sleep. I have tried to make the necessary provisions for you to make a great deal of money from this enterprise, but you will be earning every cent of it. Though Scott and I will be bearing all the financial risk for this venture, the success of this project in terms of its timely completion rests more squarely on your shoulders than upon those of anybody else.

As you know, Scott and I have in mind the creation of a team to produce a number of books in the future. John Graves said that he would like to be part of that team also. This first book is so important. It is a test for all of us. I know that we are bound to make mistakes, but, if we can learn from those mistakes with this first volume, then we will have a much smoother time in producing future works. The contract agreement which we reach for this book does not necessarily mean that it will serve as a model for the next book. Scott and I want to be flexible so that we all may make any necessary adjustment as our relationship grows and changes.

Say hello to Shelly and baby for Scott and me. I will be waiting to hear from you and ready to consider any additional ideas for our contract which you may wish to suggest. Until then, I remain — Sincerely yours,

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POINTS TO CONSIDER IN ARRIVING AT A CONTRACT WITH DAVID HOLMAN CONCERNING THE GENTLING BOOK OF BIRDS OF TEXAS.

David Holman's responsibilities are the following:

- 1) To design the book.
- 2) To oversee all aspects of the printing to insure the highest quality.
- 3) To pick the suppliers of appropriate materials for the printing, binding and packaging of the book.
- 4) To enter into contracts with these suppliers with all contracts to be agreed upon and to be initialed by Stuart Gentling with appropriate penalty clauses to insure their proper performance.
- 5) To coordinate all aspects of printing, binding and packaging.
- 6) To share all liability with the Gentlings as to reasonable printing, shipping, and delivery time. Customers will pay shipping costs and packaging.
- 7) To be paid a 50% commission for all books Holman might sell to his own customers from his own premises. The number of books available to Holman will be determined in advance by Holman and Gentlings. All checks of purchase through Holman to be made out to the book account and holman to be paid from this central account within thirty (30) days of receipt and deposit of check in book account.
- 8) To receive \$10,000 advance for personal expenses at the beginning of the printing phase of the project.
- 9) To be given a financial statement every six months from an accountant to be chosen by me to oversee the book account. Holman and his legally chosen representative is to have full access to the book account at all times.
- 10) All obligations contracted by David Holman and agreed upon and initialed by Stuart Gentling will be paid in advance when necessary or within thirty (30) days of receipt of services or delivery unless specific arrangements are made by the agreeing parties in writing.
- 11) That Holman is to be given one artist's proof copy of the bird book containing one bird painting by Scott or Stuart Gentling.
- 12) That Holman is to be paid 10% of all net profits from the book sales to the amount of \$750,000 and to be paid 12.5% of all net profits from book sales over \$750,000, the net profits to be determined by accepted, and ethical business practice.

SWG
Stuart W. Gentling