

UNIVERSITY OF OKLAHOMA PRESS

Publishing Division of the University



PUBLISHERS' CONTRACT

A contract is hereby entered into by and between the University of Oklahoma Press, publishing division (unincorporated) of the University of Oklahoma, hereinafter referred to as the PUBLISHERS, and Perdie Deering of Oklahoma City, Oklahoma and _____ of _____ hereinafter referred to as the AUTHOR____, for the publication of a manuscript entitled THE CROP THAT CAME UP WEEDS _____, according to the terms and conditions hereinafter set forth.

1. The PUBLISHERS promise to publish such manuscript, within a period of two years from the date of the receipt by the PUBLISHERS of a completed copy thereof ready for the printers, in such book form and edition, or editions, and at such a price as the PUBLISHERS deem best suited for the successful marketing thereof, and to keep such in print as long as demand for such work justifies.

2. If such work be subject to copyright, the PUBLISHERS promise to secure, in the name of the PUBLISHERS, a copyright in the United States, together with copyrights in such foreign countries as they deem necessary to protect all rights in such work, and to secure a renewal of such copyright or copyrights as long as this contract remains in force and effect.

3. The PUBLISHERS further promise, upon the publication and distribution of such work, to:

- a) supply the AUTHOR____ with ten free copies thereof,
- b) furnish, at the discretion of the PUBLISHERS, copies for review, publicity, or other business purposes,
- c) ~~after the sale of ten copies thereof and the deduction of the cost of manufacturing thereof~~ pay to the AUTHOR____ a royalty of 10 per cent on the retail (list) price of such work on all copies thereof ~~subsequently~~ sold and distributed; provided, however, that no royalty upon any copies distributed under the provisions set forth in the foregoing subparagraphs a) and b) hereof and such copies as are damaged and unsalable shall be payable,
- d) in the event any motion picture, radio production, or transcription of such work is arranged or contracted for by the PUBLISHERS, or is selected and contracted for by any book club, pay to the AUTHOR____ 50 per cent of the net profits accruing therefrom,
- e) on or before July 15 of each year during the life of this contract, submit to the AUTHOR____ a statement of account of the sales for the year as of July 1, and remit, on or before August 1 of such year, any royalties due for such year as revealed in such statement of account,
- f) permit the AUTHOR____, upon written request, to examine, by a certified public accountant, the books of account of the PUBLISHERS in so far as they relate to the said work, which examination shall be at the expense of the AUTHOR____, unless errors of accounting amounting to 15 per cent of the total sums paid to the AUTHOR____ shall be found to the disadvantage of said AUTHOR____, and
- g) permit the AUTHOR____ upon written consent of the PUBLISHERS, to assign by written assignment all rights reserved by the AUTHOR____ in such work.

4. The AUTHOR____ do~~e~~s hereby grant, assign, transfer, and convey to the PUBLISHERS the sole and exclusive right, title, and interest in such work, including the right to arrange for, market, and contract for any motion picture or radio production or transcription, and to arrange for, promote, or contract for any book club or other selection of such work.

5. The AUTHOR___ promise_s to:

- a) supply at his expense all illustrations for such book,
- b) make an index if such be required,
- c) remit within thirty days following publication of such work any costs or expenses on the part of the PUBLISHERS arising from the retyping of all or any portion of such manuscript to cause it to comply with the requirement that it be typewritten, double-spaced, with no longhand insertions, on paper 8½ by 11 inches in size, and to conform otherwise to the Manual of Style of the PUBLISHERS, or one designated by them, or arising from any changes, except for typographical errors, made by the AUTHOR___ in the proofs thereof, and
- d) return all proofs within five days after receipt thereof by the AUTHOR___

6. The AUTHOR___ do_@s hereby warrant that:

- a) such manuscript is complete and ready for publication,
- b) he is the exclusive owner__ and sole author__ of such manuscript and ha_s__ full power to enter into this contract and make this grant,
- c) such manuscript is free from any libelous or otherwise unlawful or objectionable matter, and
- d) he will hold the PUBLISHERS harmless against any suit, claim or recovery upon any proprietary right, copyright, or libelous or other unlawful matter as regards such work, and will, at his own expense, defend any such suit, claim or recovery in his own behalf, and in behalf of the PUBLISHERS, in any such cause of action.

7. It is further mutually promised and agreed between the parties aforesaid that:

- a) the title of such manuscript, as set out above, shall be changed only by mutual consent of the parties in writing,
- b) such changes may be made in the text of such manuscript as may be required to conform to the Manual of Style and otherwise conform to the prerequisites for publication,
- c) notice of copyright or copyrights, if copyrightable, shall be imprinted in all copies of such work sold and distributed,
- d) if after three years from date of publication fewer than twenty-five copies of such work shall have been sold in any one year, the PUBLISHERS may destroy the remaining part of the edition, or otherwise dispose of it as waste paper, without payment of any royalty to the AUTHOR___ on the portion thus destroyed, and
- e) in the event of any suit arising from publication of such work, the signatories and agents of the University of Oklahoma and the State of Oklahoma whose signatures are affixed hereto and the members of the Board of Regents in their individual capacities shall in no manner be individually or collectively liable for any damages, and that any suit or claim shall be filed against the Board of Regents in its corporate capacity or against the State of Oklahoma as duly provided by the laws of the State of Oklahoma.

In witness hereof, the undersigned have hereunto affixed their signatures.

UNIVERSITY OF OKLAHOMA PRESS

By

Lorin C. Beardslee
Director

COUNTERSIGNED BY

St. Brown
President, University of Oklahoma

and

St. Brown
Comptroller, University of Oklahoma

AUTHOR

Freddie Leeming
AUTHOR

Executed and delivered at Norman, Oklahoma, on this 2nd day of June, 1945.

This contract shall not be valid unless and until countersigned by the President and Comptroller of the University of Oklahoma.