

NELSON DOUBLEDAY, INC.

BOOK PUBLISHERS

GARDEN CITY NEW YORK

March 22, 1962

Mr. George Hecht
Doubleday & Company, Inc.
575 Madison Avenue
New York 22, N.Y.

Dear George:

1. The purpose of this letter is to put in writing the agreement between Doubleday & Company, Inc. (hereinafter called Doubleday) concerning the use of Doubleday's "The Happy Hollister Adventure Series" by Jerry West in a "Happy Hollister Book Club" which Nelson Doubleday proposes to organize, and in other book clubs mentioned hereinafter.
2. Nelson Doubleday hereby acquires, for a test period of two years from the date of this contract, the exclusive right to sell and distribute throughout the United States and Canada in the English language, through book clubs only, and the exclusive right to use the name "Happy Hollister Book Club," the following nineteen titles in the Happy Hollister Adventure Series:

The Happy Hollisters
The Happy Hollisters on a River Trip
The Happy Hollisters at Seagull Beach
The Happy Hollisters and the Indian Treasure
The Happy Hollisters at Mystery Mountain
The Happy Hollisters at Snowflake Camp
The Happy Hollisters and the Trading Post Mystery
The Happy Hollisters at Circus Island
The Happy Hollisters and the Secret Fort
The Happy Hollisters at Pony Hill Farm
The Happy Hollisters and the Merry-Go-Round Mystery
The Happy Hollisters and the Old Clipper Ship
The Happy Hollisters at Lizard Cove
The Happy Hollisters and the Scarecrow Mystery
The Happy Hollisters and the Mystery of the Totem
Faces
The Happy Hollisters and the Ice Carnival Mystery

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The Happy Hollisters and the Mystery in Skyscraper City
The Happy Hollisters and the Mystery of the Little
Mermaid
The Happy Hollisters and the Mystery at Missile Town

And whatever new titles may be forthcoming from Doubleday.

3. All titles covered by this agreement will be distributed, beginning in April, 1962, as follows:

a. As selections (at a price to be established by Nelson Doubleday) to members of the Happy Hollister Book Club.

b. As gift books (or at a nominal charge) for purposes of inducing members to join the Happy Hollister Book Club.

4. If results of the first promotion efforts are unsatisfactory to Nelson Doubleday, Nelson Doubleday may sell its remaining stock of Happy Hollister titles by offering them as a set or as individual volumes to members of the book clubs affiliated with Nelson Doubleday.

5. Nelson Doubleday shall notify Doubleday in writing promptly of the date of Nelson Doubleday's first promotion effort. If results of the first promotion efforts are satisfactory to Nelson Doubleday, Nelson Doubleday will notify Doubleday in writing of its intention to continue the club operation, in which event Doubleday's grant to Nelson Doubleday shall automatically be extended to include the grant to Nelson Doubleday of exclusive book club rights in the name "Happy Hollister Book Club" and in the Happy Hollister titles to all titles in the series now published or hereafter to be published for a period of ten years from the date of this contract, subject to the following conditions:

a. New titles may be distributed by Nelson Doubleday to book club members coincidental with their publication by Doubleday. Doubleday shall notify Nelson Doubleday of the publication dates of new titles.

6. After said ten year period, this contract shall continue in

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force subject to the right of either party to terminate by giving to the other party ninety (90) days' notice in writing to that effect. In the event of termination under this or any other provision hereof, all rights in the Happy Hollister Book Club revert to Doubleday.

7. In consideration of the rights granted, on each copy of the net copies distributed to book club members as a selection Nelson Doubleday will pay to Doubleday a royalty of seven cents (7¢) or seven percent (7%) of the book club price, whichever is greater. For copies used in promotion or sold at a nominal price, there will be no royalty. Earnings shall be payable quarterly on each January 1, April 1, July 1, and October 1, commencing July 1, 1962. "Net copies distributed" indicates gross sales less copies returned. Each payment shall be accompanied by a statement showing gross sales and returns.

8. At Nelson Doubleday's request, Doubleday will supply Nelson Doubleday with its rubber plates and jacket plates for the production of book club editions.

9. The book club editions are to bear the imprint of Doubleday & Company and the colophon of Books for Young Readers on title page, spine and on the jacket, which will also bear the Happy Hollister colophon.

10. Nelson Doubleday will print its editions at a manufacturing plant of its choice and will have its manufacturers supply Doubleday with affidavits showing quantities printed.

11. Doubleday agrees to take out copyright and to obtain renewals thereof in each title of the series and Nelson Doubleday agrees to print in its editions the copyright notice supplied by Doubleday.

12. Doubleday represents and warrants, that it has full power to enter this agreement; that said rights are subject to no outstanding interest of any nature which may interfere with Nelson Doubleday's rights hereunder; that the Happy Hollister books will be protected by valid copyright; that Nelson Doubleday's exercise of its rights hereunder will not infringe upon or be subject to any proprietary right at common law, or any statutory copyright, or any other right whatsoever; that the Happy Hollister books will contain no matter whatsoever that is libelous or otherwise in contravention of law. Doubleday shall indemnify and hold Nelson Doubleday and any parent, subsidiary and affiliate of Nelson Doubleday harmless from any claim, demand, suit, action, prosecution, proceeding or judgment, whether groundless or otherwise, asserted or instituted against Nelson Doubleday, including all expenses, losses, damages, court costs, attorney's fees, arising out of the violation of any of the foregoing warranties. Doubleday shall indemnify and hold Nelson Doubleday harmless against any claims asserted or actions instituted by reasons of any payment made by Nelson Doubleday under this agreement or any application by Doubleday of the proceeds thereof. The provisions of this paragraph shall likewise inure to the benefit of any affiliated book clubs which may distribute the books.

13. Nelson Doubleday agrees that it will not offer these books to the retail or wholesale book trade and that it will not job or remainder any books manufactured under this contract, except that excess stock may be offered to members of affiliated book clubs.

14. This contract cannot be assigned by either party without the prior written consent of the other party, except that either party may assign this agreement and its rights hereunder to any subsidiary

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affiliate or parent or to any corporation into which it is merged or consolidated, or any person, firm or corporation acquiring a substantial part of the publishing assets of the other party or acquiring the assets of the "Happy Hollister Book Club."

15. If this is in accordance with your understanding, will you please sign and return one copy of this contract for our files.

Very truly yours,

NELSON DOUBLEDAY, INC.

By: John M. Cassidy

Accepted: DOUBLEDAY & COMPANY, INC.

By: George L. Hecht

We have read and approved the above contract.

STRATEMEYER SYNDICATE

By: Harriet S. Adams
Partner