

**PUBLISHING AND ROYALTY AGREEMENT BETWEEN
ARCADIA PUBLISHING, INC., AND THE CITY OF AUSTIN FOR USE OF
PHOTOGRAPHS IN PEMBERTON HEIGHTS BOOK**

This Publishing and Royalty Agreement is entered into this ____ day of _____, 2012, by and between Arcadia Publishing, Inc., a South Carolina corporation with its principal office at 420 Wando Park Boulevard, Mt. Pleasant, South Carolina 29464 (Publisher), and the City of Austin, a Texas home-rule municipal corporation, through the Austin History Center (City).

Publisher is in the business of coordinating, creating and publishing books for commercial sale. Publisher desires to publish a book about the Pemberton Heights Neighborhood and has contracted with writers, Elizabeth Cash and Suzanne Deadrick (the Authors), to write the copy for the book. Publisher wishes to include in the book certain historic photographs which are owned by City and housed at and managed by City's Austin History Center. City wishes to authorize Publisher to publish certain photographs in the book in exchange for the rights to certain royalty payments and credit, as described below. The book about the Pemberton Heights is referred to below as "Book".

1. Publication & Marketing. Publisher agrees to publish and market the Book at its expense, and agrees that City shall have no financial obligations under this Agreement. The Publisher shall use all reasonable efforts to publish the Book (unless prevented by circumstances outside its control) within twelve (12) months of delivery of the photographs and copy by the Authors to the Publisher.

2. Waiver of City Fees/ Grant of License. In consideration of the royalty payment obligations undertaken by Publisher and the Publisher's agreement to credit the City and Austin History Center on the Book, as described in this Agreement, City waives all photo reproduction and other fees required by the City's fee schedule. City grants to Publisher a five-year non-exclusive license with a royalty fee to City, as described below (License), to print, reproduce, enhance, display, and transmit the photographs listed in Exhibit A as necessary to publish the photographs in the Book, including but not limited to digital or electronic media. Publisher may also crop the photographs provided that the Austin History Center Photo Curator approves the cropping in advance of publication. For cropped photographs, Publisher agrees to include citation language provided by the Austin History Center to denote that the original image has been changed. Exhibit A is attached to and made a part of this Agreement for all purposes.

3. Term and Termination. The term of this Agreement and the License granted herein shall be for five years and shall become effective following approval by the Austin City Council of the fee waivers and upon signature of this Agreement by the last party to sign (Initial Term). The Agreement and the License shall automatically renew for one additional five-year term upon expiration of the Initial Term (Second Term). Either Publisher or City may terminate the Agreement and License without cause at any time during the Second Term by providing the other party with not less than sixty (60) days written notice of termination. Termination or expiration of the License shall not impact Publisher with respect to any Book sale contract Publisher has entered into with a third party prior to the date of termination or expiration.

Publisher agrees to provide City with copies of any such contracts upon request by City, both during the term of this Agreement and following the termination date.

4. Digital Images

City agrees to provide the photographs to Publisher, at no charge, in digital format. City shall provide the digital images within thirty (30) calendar days following the effective date of this Agreement.

5. Limited Purpose of License

Publisher acknowledges and agrees that this license is for the sole purpose of publishing the photographs in the Book, and that this Agreement shall not alter in any way the City's ownership rights and copyright to the photographs. Publisher also acknowledges and agrees that this license is limited to reproduction of the Book in a paper medium and does not convey any ancillary rights, including but not limited to any rights related to electronic storage, digital media, electronic publication, or companion products. The Publisher agrees to use the photographs and digital images provided under this Agreement solely for publication in the Book and to maintain strict control of the digital images and photographs in order to avoid access, use or duplication by a third party. Publisher also agrees to destroy the digital images and any prints within ninety (90) days of publication of the Book, and to send City a written confirmation that the digital images and prints have been destroyed.

6. Credits

The Publisher agrees to credit the photographs to the City and the Austin History Center by printing the following credit line next to each photograph: "Image #__, Austin History Center, City of Austin". In addition, Publisher agrees to include the Austin History Center logo on the back cover of the Book.

7. Copyright Ownership

City warrants that it is the sole owner and copyright holder of the photographs listed in Exhibit A and that publication of these photographs in the Book will not violate or infringe upon the copyright, license or proprietary rights of any third party. Publisher acknowledges that it is solely responsible for obtaining, or ensuring that the Author or other contributors to the Book have obtained, all authorizations, licenses or consents necessary to publish the text, illustrations and any photographs included in the Book that are not provided by City under this Agreement (Non-City Materials). Publisher warrants that it has title to the Non-City Materials published in the Book or that it has obtained valid authorizations or licenses to publish the Non-City Materials, and that no claims have been made by any person or entity with respect to the Non-City Materials. Publisher also warrants that only the City and the Authors (or licensees of the Authors) shall provide material to be included in the Book and that the Authors have warranted that the Non-City Materials included in the Book will not violate or infringe upon the existing copyright, license or proprietary rights of others.

8. Copyright Notice

The Publisher warrants that the City's copyright notice for the photographs provided by City will be printed upon every copy of the Book on verso of the title page and will appear as follows: *"For all photographs that are attributed to City of Austin - Copyright [insert year of first publication] City of Austin."*

9. Compensation to City

The Publisher shall pay City royalties described in Exhibit **B** with respect to the Book. The accounts of sales of the Book, together with any sums that may become due, shall be delivered to the City and settled within ninety (90) days of the end of the six month periods ending the 31st of December and the 30th of June of each year throughout the Term (September 30 for the six month period ending June 30 and March 31 for the six month period ending December 31) provided, however, that no account need to be submitted, unless specifically demanded, nor payment made, in respect of any period in which the sum due is less than thirty dollars (\$30.00), in which case the amount will be carried forward to the next accounting date.

10. Complimentary Copies of Book; Purchases of Book by City . The Publisher shall send City three (3) complimentary copies of the Book within seven (7) days of the publication date.

11. Trademark – Book Title. The City acknowledges that the Publisher owns all right, title and interest in the trademark rights in the title of the Book, Austin's Pemberton Heights, (the "Trademark"). City may not use the Trademark without authorization from the Publisher and shall not object to, or otherwise interfere with the use of registration by Publisher of the Trademark or attack or contest, in any manner, such Trademark.

12. Default and Termination. This Agreement may be terminated in writing by the Publisher in the event of a default by the City if the default has not been cured to Publisher's satisfaction within sixty (60) calendar days of receipt of written notice of default by the Publisher. In the event of a default by the Publisher which has not been cured to City's satisfaction within sixty (60) calendar days of receipt of written notice of the default by City, all licenses and rights granted to Publisher under this Agreement shall revert to the City forthwith and without further notice, and neither party shall have any further rights or liabilities under this Agreement provided, however, that Publisher may continue to sell the Book inventory that exists as of the termination date, and Publisher's duty to provide accounts of Book sales and royalty payments for Books shall survive the termination of this Agreement.

13. Notices. All notices and requests required or permitted under this Agreement shall be in writing and may be given by: (a) hand delivery to the party to be notified; (b) deposit in the United States mail, registered or certified, with return receipt requested and postage prepaid, and addressed to the party at the address set forth below; or (c) by confirmed facsimile at the numbers shown below. Notice given under this section shall be deemed delivered and effective on the earlier of actual receipt or three calendar days following deposit in accordance with the requirements of subsection (b) above.

Arcadia Publishing, Inc.

Attn: Katie Kellett, Director of Publishing
420 Wando Park Boulevard
Mt. Pleasant, South Carolina 29464

Facsimile Number: 843-853-0044

Michael Miller
Director, Austin History Center
City of Austin
P.O. Box 2287
Austin, Texas 78768

Facsimile Number: 512-974-7483

With copy to:

Brenda Branch, Director
Austin Library Department
City of Austin
P.O. Box 2287
Austin, Texas 78768

Facsimile Number: 512- 974-7403

14. Indemnification. Publisher shall, at its own expense, indemnify, defend and hold harmless the City and Austin History Center, their employees and officers, from and against all liabilities, damages, costs or expenses (including court costs but excluding attorneys fees) arising out of or resulting from any claim that all or any portion of the Non-City Material(s) published in the Book infringe the intellectual property rights or licensure rights of a third party; and from any claim based upon the Publisher's alleged breach of any of Publisher's representations or warranties stated in this Agreement. City shall promptly notify Publisher of any such written claim or proceeding and shall not settle any such claim or proceeding without Publisher's prior written consent. However, City's failure to provide such timely notice to Publisher will not invalidate Publisher's obligations under this provision. Publisher shall have the right to control the defense of any such claim. City shall have the right at its expense to participate in the defense with counsel of its choice or monitor such claim, provided that Publisher shall have the right at all times to retain or resume control of the conduct of such defense.

15. Entire Agreement/Amendment. This Agreement constitutes the entire agreement between the parties with respect to the publication of a book about the Pemberton Heights Neighborhood and supersedes any prior agreements and understandings, both oral and written. This Agreement may be amended only in a writing executed by both parties.

16. No Third Party Beneficiaries. This Agreement is not intended to confer, and shall not be deemed to confer, any rights upon any other person or entity.

17 Assignment. Neither party may transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

18. Independent Contractors. This Agreement shall not be construed as creating a partnership, joint enterprise, or a joint venture between the parties. Publisher shall perform all services required under this Agreement as an independent contractor.

19. Jurisdiction and Venue. This Agreement is made under and shall be governed by the laws of the State of Texas, without regard to conflicts of laws principles which would apply the law of any other jurisdiction. Venue for any dispute arising out of or concerning this Agreement shall be proper in Travis County, Texas.

ARCADIA PUBLISHING, INC.

BY: _____
Katie Kellett, Director of Publishing
DATE: _____

CITY OF AUSTIN

BY: _____
Printed Name: _____
DATE: _____

EXHIBIT A

PHOTOGRAPHS – PEMBERTON HEIGHTS BOOK

The parties agree that the following City photographs will be provided to Publisher, in digital image format, for publication in the Book.

Revised August 3, 2011

Author's No.	AHC Number	Address	Date	Subject
1	PICA 24960	24th St.	1934-00-00	24th St. at Windsor, street surfacing
4	PICA 02415	24th St.	1939-00-00	24th Street bridge after reconstruction
7	PICA 18944	24th St.	1939-00-00	24th Street bridge during reconstruction, looking out of hood
8	PICA 19038	24th St.	1939-00-00	24th Street bridge during reconstruction, looking into hood
14	PICA 02069	29th St.	1939-01-10	W. 29th St. bridge, construction sheds, Bohn House
15	PICA 02070	29th St.	1939-01-10	W. 29th St. bridge, before reconstruction
16	PICA 02076	29th St.	1939-03-23	W. 29th St. bridge construction
18	PICA 02077	29th St.	1940-01-25	W. 29th St. bridge looking west from McAdams St.
19	PICA 19039	29th St.	1940-01-25	W. 29th St. looking west from Jefferson St. toward Bryker Woods sign
20	PICA 19040	29th St.	1940-01-25	W. 29th St. bridge looking east, showing new bridge with old beside it
21	PICA 18945	29th St.	1940-01-40	W. 29th St. bridge, north elevation, Bohn House visible
22	PICA 18951	Gaston	0000-00-00	Bridge over Shoal Creek at Gaston
23	C00741	MoPac		Camp Mabry station of IGNRR
24	PICA 04571	Shoal Creek	0000-00-00	Shoal Creek w/ cow, location not specified
27	PICA 13827	Shoal Creek	1896-00-00	Entrance to Shoal Creek Canon (Split Rock), two boys
30	PICA 09804	Shoal Creek	1975-00-00	Shoal Creek
31	PICA 18218	Windsor Rd.	1945-08-28	Windsor Rd. looking west from MoPac RR tracks (into Tarrytown)
32	PICA 02416	Windsor Rd.	1960-00-00 est	Windsor Rd looking west from MoPac RR tracks
33	PICH 07320	W. 29th St. 1301	0000-00-00	Bohn House
34	PICH 05450	W. 29th St. 1301	0000-00-00	Bohn House – glass block east window

Author's No.	AHC Number	Address	Date	Subject
36	PICH 04031	McCallum 2608	1962-00-00	Ikins-Messer House with model locomotive built by Milton Messer and John Enders (?) NOTE: We have received permission from Bill Malone's executor.
38	PICH 04941	Gaston 1311 (formerly 1205?)	1936-11-00	Residence of Dr. George Ward Stocking.
40	C01538	Harris 2407	1932-00-00	Reed Estate. Porte cochere.
41	C01539	Harris 2407	1932-00-00	Reed Estate. Side porch?
45	PICB 06896	Harris 2407	0000-00-00	Malcolm Hiram Reed. 1876-1945
46	PICH 05630	Wooldridge 1415	1927-04-00	The castle. No wings, land office sign, bluebonnets. Date estimated.
47	PICH 04968	Wooldridge 1415	1927-00-00	The castle expanded. Probably fall 1927? Stark Ave. New curbing.
48	C01555	Wooldridge 1415	1935-00-00	The castle, from Stark
50	PICB 14373	Wooldridge 1415	1945-00-00	Samuel Edward Gideon, 1875-1945. Prof. Samuel E. Gideon teaching watercolor class, on patio at architecture bldg., UT, ca. 1945.
51	C01507	Wooldridge 2431	1927-00-00	Hildebrand-Scott house.
52	C01526	Wooldridge 2424	1936-05-14	A.E. Wood house, oblique angle.
53	C01528	Wooldridge 2424	1936-05-14	A.E. Wood house, front?
54	PICH 07315	Gaston 1100	1940-00-00	House. Photo says "Sol Norman 1940 Roy L. Thomas, arch."
60	C05902	Northwood 1305	1946-12-13	Massey-Page house
61	C01480	Wathen 1408	0000-00-00	"Home of Dr. & Mrs. Hugo Auler ... Insulated by Austin Insulating Co."
62	PICH 03994	Wooldridge 2610	0000-00-00	House with shell entrance.
63	C10484	Harris 2600	0000-00-00	"Home of Mr & Mrs J.L. Stroble ... Insulated by Austin Insulating Co."
64	PICH 09251	Harris 2400	1940-00-00	Keith House. Snow. Date is 1940s.
65	PICH 04792	Claire 1100	0000-00-00	Date appx. 1936.
67	PICH 02888	Wathen 1407	1941-00-00	"Huron Mills – Austin" 2-story frame. Loan approved for \$4000.
68	PICH 08174	Hardouin 1502	0000-00-00	"Built by Brydson Lumber Co. Warren family moved in 5/15/30.

Author's No.	AHC Number	Address	Date	Subject
				Remodeled 1940. Sold to C. Patrick Oles, Jr. in 1988. Remodeled 1988."
69	PICH 06852-06853	Northwood 1507	1936-07-27	Two views of same house. Both small pictures in album. Top photo only.
70	AR.S.3 (54) Max Starcke papers	Hardouin 1400	0000-00-00	Max Starcke at head of conference table surrounded by others.
71	AR.S.3 (56) Max Starcke papers	Hardouin 1400	0000-00-00	Lyndon Johnson standing at microphone, Max Starcke seated behind him. Man in wheelchair.
74	PICB 02822	Wooldridge 1505	0000-00-00	Josephine Lucile Wathen Fisher 1883-1971. Portrait photo as a young woman.
75	PICH 19315	Green Lanes 4	1949-11-00	Charles H. Page (1876-1957). Photo of him standing in suit. This photo is also labeled PICB 19315.
78	PICA 18081	McCallum streetscape	1940-01-25	McCallum looking north from Wathen.
79	PICA 19789	Harris streetscape	1938-05-00	Harris Blvd looking south from Preston Ave, afterview – concrete.
80	PICA 18184	Wooldridge streetscape	1940-01-25	Wooldridge looking north from Claire Ave.
81	PICA 02419	Wooldridge streetscape	0000-00-00	"2500 block Mrs. Vernon McGee 2512 (middle)."
82	PICA 02418	Wooldridge streetscape	0000-00-00	See PICA 02419.
83	PICA 17973	Gaston streetscape	1936-01-31	"Gaston looking north from Wathen (error, Claire), after asphalt, 1935 annual report"
84	PICA 17974	Gaston streetscape	1940-01-25	Gaston looking east to McCallum. UT Tower visible. Woman holding child.
85	PICA 29238	Preston streetscape	1945-00-00	"In Lightfoot's yard 1615 Preston in 1945 Lila Anne" 2.5 x 3.5
86	AR.E.004 McCallum Jane Y. papers, Box 100, Folder 3	McCallum	0000-00-00	Formal portrait of Arthur McCallum
87	AR.E.004 McCallum Jane Y. papers Box	McCallum	0000-00-00	Jane McCallum with other ladies at the Texas Declaration of Independence exhibit.

Author's No.	AHC Number	Address	Date	Subject
	100, Folder 3			
89	PICB 11161	Wooldridge	0000-00-00	Portrait of Mayor Alexander Penn Wooldridge (1847-1930) taken in his office early in his administration.
90	AR/Archt. C.H. Page, Jr. Records 1893-1970, Box 2, Folder – Photos		0000-00-00	Unidentified office staff at C.H. Page Jr. architects.
91	PICH 02146		1927-10-27	Pease Mansion in snow.
96	Niles Rd and Woodlawn file		0000-00-00	Sketch of Pease Mansion by Roy L. White.
104	C05521	Wooldridge 2505	1938-01-18	Scarborough's – clerks in fabric dept.
108	C00563	Wooldridge 2505	0000-00-00	Scarborough's oblique with old cars. Date appx. 1931.
109	AR.2009.036 Roy Thomas file "unidentified photos"	Hardouin 1508	0000-00-00	Charles Boner House. Architect Roy Thomas.
110	AR.2009.036 Roy Thomas file "unidentified photos"	Wooldridge 1502	0000-00-00	Architect Roy Thomas
111	AR.2009.036 Roy Thomas file "unidentified photos"	Wooldridge 1507	0000-00-00	Paul Thompson House. Roy Thomas architect.
113	C05857a	Harris 2418	1946-12-04	Goodfriends Dept. Store front.
117	PICA 04726	W. 29th 1301	0000-00-00	Bohn Brothers store interior. Early photo.
128	PICH 06752		0000-00-00	Enfield Grocery (now the Tavern), designed by Hugo Kuehne. Lamar view.
132	C05483		0000-00-00	Tips Iron & Steel warehouse photo. Truck is from 1920s?
133	C10843		0000-00-00	Tips Iron & Steel company picnic photo facing HQ. From 1920s?

Author's No.	AHC Number	Address	Date	Subject
134	C10844		0000-00-00	Tips Iron & Steel company picnic, photo from roof of HQ. From 1920s?
135	PICA 05339		1883-00-00	Calcasieu Lumber Co. with horse drawn delivery wagon.
146	PICA 02879		0000-00-00	Calcasieu Lumber Co. Warehouse / work area
147	PICA 08964		1930-08-16	Calcasieu Lumber Co. group photo outside office. Includes W.S. Drake and other Drakes.
148	PICA 07801		1934-00-00	Calcasieu Lumber Co. group photo in Zilker Park. Includes future mayors Bill Drake and Lester Palmer.
173	PICA 18943	24th St.	1939-00-00	Looking east on 24th Street bridge over Shoal Creek after widening.
180	C0049 (?)	Hardouin 1406	0000-00-00	Photo of Congress, showing The Bootery (Spires-Seekatz House)
182	C06162	Hardouin 1406	0000-00-00	Capitol Laundry (Spires-Seekatz House)
183	C03385	Wooldridge 1405	0000-00-00	900 block of Congress showing the Greenwood Drug Co., (Nina and Greenwood Wooten house)
185	PICA 07820	McCallum 2608		UT Tower under construction.
186	C09017	Jarratt 2527	0000-00-00	Ralph W. Yarborough portrait photo as young man
187	PICB 17817	Jarratt 2527	0000-00-00	Ralph W. Yarborough lecturing
189	PICB 10058	Jarratt 2527	0000-00-00	Opal C. Yarborough (Ralph's wife) with son Richard Warren Yarborough and dog in front of their house
191	PICB 10748	Jarratt 2508	0000-00-00	Dewitt C. Greer portrait in middle age
193	PICB 19704	Northwood 1504	1984-06-02	Sen. Lloyd Doggett spends a few minutes with his family before going to vote in the runoff election between him and Congressman Kent Hance.
195	PICH 07862	Harris 2407	0000-00-00	View of façade.
196	PICH 19784	Gaston 1510	1973-00-00	Weed-Corley Funeral Home: a military honor guard surrounds the funeral home where the body of former Pres. LBJ is being prepared for lying in state in the LBJ Library.
197	C00353	Hardouin 1500	0000-00-00	A. Bryan Spires in front of the Goodyear Tire store.
198	C00356	Hardouin 1500	0000-00-00	Goodyear Tire store with many other period auto-related signs

Author's No.	AHC Number	Address	Date	Subject
208	C10797	Gaston 1107	1940-01-01	John H. Nash, Sr., wife Lucille, and 6 unidentified family members, in front of the house on Gaston.
210	PICB 11001	Wooldridge 2601	0000-00-00	Aurelia and Jack (John Jr.) Reed, Mr. and Mrs. Ernest Wilde standing together
211	PICB 11000	Wooldridge 2601	1943-00-00	Jack (John Jr.) Reed in military uniform
212	PICB 001xx	Harris 2400	1960-00-00	William Dixon Anderson photo with straw hat.
215	PICB 03154	Harris 2418	1922-00-00	Portrait of Benjamin Goodfriend
216	PICB 19313	Northwood 1410	0000-00-00	Informal photo of Ray Eaton Lee on a street
220	PICH 13477		0000-00-00	Formal portrait of Hugo Franz Kuehne.
222	PICA 25222		1957-07-24	Elgin-Butler Brick Co., view of plant and storage yards east of Elgin
223	PICA 01623			Elgin-Butler Brick Co.: Cables across the Colorado River carry clay from clay pits to Butler Brick Co. on north side of river.
224	PICA 25224		0000-00-00	Elgin-Butler Brick Co.: Plant II, Harrop Kiln with workers Fred Owens, Aaron Morgan, and burning foreman Lindsey Kissamore
286	C11068		0000-00-00	Peter Mansbendel mantel.
287	PICB 09644		0000-00-00	Lee Weigl (driver), Fortunat Weigl
288	PICB 09639		0000-00-00	Fortunat Weigl at forge
292	PICA 28595	Harris 2508	0000-00-00	Snyders-Chenards exterior.
299	PICB 01688	Northwood 1520	1939-00-00	Photo date either 1935ish or 1939ish. Edward Clark on the back of a longhorn.
309	AF Food F2500(1) Austex Foods	Harris 2524	0000-00-00	Recipe booklet for Walker's Red Hot Chile Con Carne. Booklet is in color. Page b only.
312	C00830	W. 29th St. 1301	1935-00-00	Block of Congress showing Bohn Bros. store front. Year is approximate.
313	PICA 02726	Northwood 1501	0000-00-00	Block of Congress showing H.H. Voss Co. store.
316	PICB 00829	Hardouin 1512 1508?	0000-00-00	Charles Paul Boner 1900-79, formal photo, original is creased.

Author's No.	AHC Number	Address	Date	Subject
317	PICB 00830	Hardouin 1512 1508?	0000-00-00	Marion Oldfather Boner (Mrs. Charles Paul Boner) at wine tasting in mall.
318	PICB 12201	Hardouin 1512 1508?	0000-00-00	"Bonar Bunch" group photo, including C. Paul Boner and Sally E. Boner
319	PICB 10098	Wooldridge 1405	1915-06-00	Mrs. Greenwood Wooten at Chi Omega camp on Bull Creek.
321	PICB 07571	Wathen 1406	0000-00-00	Formal photo of Margaret Reilly
325	PICB 11293	Gaston 1419	0000-00-00	Roy Butler opening door of Austin's first official Mayor's car. Early 1970s.
344	Pemberton file			Sketch of James Pemberton
352	PICB 09894	Wooldridge 2803	0000-00-00	Claude C. Wild. LBJ campaign manager.
353	C00282	Harris 2502	1904-00-00	M.M. Shipe crossing Congress, shows McKean Eilers & Co. storefront
354	C06907	Jarratt 2408	0000-00-00	Miller (blueprint) storefront at 108 E. 10th
355	PICA 33416	Ethridge 1512	0000-00-00	Browning Aerial Service instructors in the WWII War Training Service Program. The University Airport hangar in background was one of the first modern airport hangars erected in the SW.
359	PICA 19598	Ethridge 1512	1940-00-00	Graduates of the second non-college pilot training school sponsored by the Austin Chamber of Commerce in 1939 and 1940. Left to right: Mrs. Robert Browning, N.H. Wittner, R. B. Barnett, A.N. McCallum, and Max H. Bickler. Date is approx.
375	PICB 09144	Wooldridge 1507	0000-00-00	Paul Thompson.
385	PICB 19357	Hardouin 1502	0000-00-00	William Frederick Warren family.
387	PICB 00228	Wathen 1405	0000-00-00	John C. Aycock
404	AR 1991-22 Univ. Methodist Church papers,	Ethridge 1406	0000-00-00	Rev. Heinsohn and wife in front of home.

Author's No.	AHC Number	Address	Date	Subject
	unprocessed; grey box w/ cream pull, front folder, with green stickie			
413	AF Biog Brooks, Robert Max	W. 24th 1500	0000-00-00	Sketch of house for Christmas card.
414	PICB 01119	W. 24th 1500	0000-00-00	Max and Marietta Brooks at their wedding.
415	PICB 01120	W. 24th 1500	0000-00-00	Formal portrait of Max Brooks.

EXHIBIT B
ROYALTY EXHIBIT

Publisher shall pay City a royalty equal to four percent (4%) of the Net Sales, as described below.

The royalty payments to be paid to City shall be based on all copies of the Book that are distributed within or outside the United States with the exception of: a) complimentary copies provided by Publisher to Author, City and other entities that contributed text, photos or images to the Book; b) copies presented at no charge for purposes of promoting the sale of the Book or generating publicity for the Book; c) copies lost through theft, or damaged or destroyed by fire, water, earthquake, or otherwise; d) copies of the Book, or portions thereof, electronically displayed, transmitted, broadcast or distributed by Publisher without compensation for the purpose of promoting sales of the Book, e) copies lost in the course of shipment; f) damaged copies returned by retailers and g) copies sold to retailers or wholesalers and later returned to the Publisher.

Net Sales shall be calculated based upon the total sales amount received by Publisher for distribution of the Book. The parties agree that the sales price charged by Publisher to retailers may be discounted from the list price of the Book based upon the volume of Books ordered by retailers. Royalties paid on those sales shall be based upon the discount price agreed upon between Publisher and the retailer. Publisher will also sell some Books at the list price of \$21.99 each, including those books ordered through Publisher's web site. Royalties paid on those sales shall be based upon the list price.

City or City's authorized representative shall have the right upon written notice to audit, examine and copy Publisher's financial records regarding the Book, including records of account and all documents related to the publication, sales and marketing of the Book. Any audit and examination shall be at the cost of the City unless errors in the amount of royalties paid to City are found and such errors show that City has been underpaid, in which case the cost shall be paid by the Publisher.

Publisher and City agree that royalty payments shall be paid to City in accordance with the schedule described in Section 9 of the Agreement, titled "Compensation to City".

PUBLISHER
ARCADIA PUBLISHING, INC.

CITY
CITY OF AUSTIN

By: _____
Printed Name: Katie Kellett
Title: Director of Publishing
Date: _____

By: _____
Brenda Branch, Director
Austin Public Library
Date: _____