



**HOUGHTON MIFFLIN HARCOURT
TRADE AND REFERENCE DIVISION**

RIGHTSHOLDER AGREEMENT

THE BEST AMERICAN NONREQUIRED READING 2008

AGREEMENT made as of 9 December 2008 between David Horvitz (hereinafter referred to as the “Rights Holder”s), and Houghton Mifflin Harcourt Publishing Company, 222 Berkeley Street, Boston, MA 02116 (hereinafter referred to as the “Publisher”) concerning publication of a piece entitled

Excerpts from www.davidhorvitz.com
by David Horvitz (the “Selection”)

as part of a collection entitled THE BEST AMERICAN NONREQUIRED READING 2008 (hereinafter referred to as the “Work”) on the following terms:

1. GRANT OF RIGHTS The Rights Holder grants permission to the Publisher to reprint the Selection in the Work in the English language only.

The rights herein granted to the Selection are non-exclusive and include: (a) the right to publish the Selection as part of the Work in print form, and to sell and distribute copies in the United States, its dependencies, the Philippines and Canada, and throughout the world, with the exception of the British Commonwealth (as defined as of the initial publication date of the Work); (b) the right to license book club rights; and (c) the right to grant gratis permission for publication or transcription into Braille and other aids for the handicapped. For the purposes of this paragraph, “publication” shall refer to the publication of the Selection as part of the Work. The Rights Holders retain exclusive rights to the Selection when published apart from the Work in all formats. The Publisher will reprint the Selection with no changes, except for any copyediting necessary for accuracy and consistency throughout the Work subject to the author’s approval.

2. PAYMENT Upon publication of the Work by the Publisher this Rights Holder shall receive an outright payment of \$500.

3. TERMINATION If the Work is out of print in all editions, and if the Publisher does not, after receipt of written notice by the Rights Holders, issue a new edition within six (6) months after receipt of such written notice, unless prevented by strikes, paper shortage or other circumstances beyond their control, then this Agreement shall terminate and all rights herein granted shall revert to the Rights Holders.

~~4. RIGHTS HOLDER WARRANTIES~~ The Rights Holder warrants to the publisher that Marjorie Celona is the sole author of the Selection; that the Selection is original; that the Selection has not been previously published within a collection in book or electronic form except as otherwise disclosed to the Publisher; that the Selection is not in the public domain, and does not infringe upon any statutory copyright or upon any common law right, proprietary right, or any other right of third parties; that the Selection contains no matter which is libelous, in violation of any right of privacy, or otherwise contrary to law; that the Rights Holder are the exclusive owners of the rights herein conveyed to the Publisher; and that the Rights Holder has full power to enter into this Agreement and to make the grants herein contained. The Rights Holder is not aware of any expression of concern, claim or demand made by a third party which is inconsistent with the above warranties, and will promptly notify the Publisher in writing if any such claim is made or threatened in the future. These warranties shall survive the termination of this Agreement.

5. FREE COPY One (1) free cloth copy of the Work shall be sent to the Rights Holder upon publication.

~~6. ACKNOWLEDGMENT~~ The following acknowledgment will appear on the copyright page of every copy of the Work printed:

First published on: www.davidhorvitz.com

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6. APOLOGY TO RHEA LEWITSKI The Publisher shall write a letter of apology to Rhea Lewitski for spelling her name wrong in the Work.

7. NOTIFICATION TO PERSONS MENTIONED The Publisher will mail a letter to the seventy (70) persons mentioned in the Work notifying these persons that their names have been printed in the Work.

8. ART CLARIFICATION The Publisher will send the Rights Holder a notarized document stating that the Rights Holder's contribution to the Work are art-works.

9. DINNER WITH MIYA OSAKI The Publisher will pay for the expenses of one (1) dinner between the Rights Holder, Miya Osaki, and Ches Smith at Sushi Gari in New York.

10. A WALK WITH NICOLE ANGELORO Nicole Angeloro will accompany the Rights Holder on a pleasant walk in a park in New York.

11. A DINNER FOR FOUR EMPLOYEES The publisher will pay for the expenses of one (1)

dinner between two (2) janitors who clean the publisher's offices and two (2) employees of the Publisher. The Publisher will send the photographic documentation of this dinner to the Rights Holder.

12. NEW BOOK FOR VLATKA HORVAT The publisher will send Vlatka Horvat one (1) free copy of the Work.

13. PURCHASE OF ART-WORK The Publisher will purchase one art-work of the Rights Holder on the Right's Holder's website: www.davidhorvitz.com/if

14. SPECIAL REVIEW OF MANUSCRIPT The Publisher will specially review a future manuscript of the Rights Holder. The Publisher will send the Rights Holder detailed reasoning for the Publisher's choice whether to publish or not publish the manuscript.

15. JAPANESE TEA The publisher will cover the expense of an unspecified amount Japanese Gyokuro tea for the Rights Holder.

16. EXTRA PAYMENT The Rights Holder will also receive an outright payment of \$114.80.

17. DONATION TO BARACK OBAMA The Publisher will make a donation of an unspecified amount to the Barak Obama presidency.

Signed and delivered the day and year first above written.

David Horvitz Houghton Mifflin Harcourt

Social Security Number/Tax ID #