



WHAT'S THE DEAL WITH PUBLISHING CONTRACTS?

a short guide for new non-fiction &
business book authors

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FIRST THINGS FIRST..

Important Disclaimer

Please note that this presentation is for general information only.

These are just my views based on experience, and nothing here constitutes legal advice.

If you require legal advice or representation, please consult a suitably-qualified lawyer.

OK. SO, YOU'RE TAKING THE TRADITIONAL PUBLISHING ROUTE..

Get to grips with the contract.

You've spent months researching, planning and writing your book proposal. You're ready to send it out into the big, bad, ugly world of publishing.

If you opt for the traditional publishing route, you'll either try to find an agent, or approach publishers directly by sending out query letters. Either way, it all takes time - but it's worth the investment when at last, you bag a deal.

The problem is, there's the tricky job of getting to grips with (a potentially) prohibitive contract.



HOW PUBLISHERS PAY THEIR AUTHORS

First remember that the publishing business *IS* a business. Publishers are in it to make money too. So take as much care over the details of your publishing contract as you would over any business deal.

Publishers will usually pay their authors in one of three ways:

FLAT FEE

A set fee, usually paid up front. This amount doesn't change, whether your book sells 10 copies or 10,000 copies.

ROYALTIES

An amount paid for every book sold, once publisher's 'costs' are deducted.

ADVANCE AGAINST ROYALTIES

An advance on the royalties a publisher expects they will pay you, based on their best guess of how well your book will sell. Think of this as royalties in advance, so you WON'T be paid both royalties AND an advance. If the publisher agrees to pay you an advance, it will need to be 'earned out' before royalties are paid.

Advance Against Royalties

- If a publisher agrees to pay an advance against royalties, it will usually be paid in stages - a proportion upfront when your publisher signs the contract with you, a proportion on delivery of your manuscript and a proportion on publication of your book.
- Publishers will often liken this to a 'debt' that has to be repaid (on the promise of a speculative number of books sold). But from a writer's viewpoint, I think it's only fair that you view it as an upfront payment in exchange for months of hard work!
- Having said that, publishers do have other costs associated with the publication of the book (design, binding, sales, marketing, distribution to name just a few), which they will take into consideration when they calculate your royalties.



Pros & Cons of Advance Against Royalties

Mainly pros - but as always, the devil is in the detail.

If you've secured an advance, it's guaranteed. Yours even if your book tanks. However, while it is true that there are so-called '6 figure' advance deals out there, these are the exception rather than the norm.

As far as royalty payments are concerned, they will be a percentage of something - and that's what you'll need to check. A percentage of what, exactly? A percentage of the cover price, net receipts, or profits? (If it's the latter, run for the hills). And when will you receive your royalty payments, exactly?

Publishing contracts are notoriously complicated. You will need someone (your agent) to help you wade through these types of questions.



Other Payment Arrangements

Royalty Only: A contract where there is no advance, but where the publisher may (or may not) agree to pay higher royalties. Some would say that an advance is a publisher's vote of confidence in you and therefore, if there is an advance (and/or a larger one at that), there is more of an incentive for them to vigorously sell your work in order to earn it back.

Flat Fees: Some publishers prefer to pay flat fees. These will tend to be higher than royalty advances, for example, if print runs are too low to earn off advance.

Fee for Licence: Sometimes, it's possible to negotiate a fee for a licence granting the publisher rights to do specified things with the work, (as opposed to giving up your rights to everything or "assignment of all rights").



Indemnities Clauses, Rights & Whatnots

I did say publishing contracts are complicated. You'll also need to be aware of these:

Licence: Permission to do something with your work. In the case of your non-fiction book, it would be something like 'exclusive rights' to publish and sell your work in certain formats (e.g. books, magazines/newspapers, electronic, audio, etc).

Territory: Where the publisher has the right to sell your work. For non-fiction, this will usually be world rights.

Indemnity: The publisher will expect you to indemnify them against any legal action. You may also be expected to waive your moral rights to the work (i.e., to be identified as the author). In one word, DON'T!



Wait! There's More

Copyright: In a nutshell, if you created the work, you own the copyright in your work. Be careful in the case of collaborative work though, e.g. if two or more people have contributed. You'll need to be specific about who does or did what.

Assign: This really means to sell outright.

Exclusive: If you grant your publisher exclusive rights, you might have given up the right to license it to anyone else. Not a good idea if you want multiple income streams (from that piece of work).

Non-Exclusive: This one's okay though because it means your publisher can reuse your work (as stipulated in the contract) and you can too (in terms of further sales of that work).



.. and More

Delivery and Publication Schedule: This should clearly state what the publisher will publish and when.

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**BREATHE
RELAX**

**IT'S ALL
GOOD**

A good agent will panic so you
don't have to

*Or if you don't have an agent, contact The
Society of Authors (UK), The Authors Guild (US)*

MAKE LIKE A BADASS

Go publish that book

This isn't meant to be an exhaustive list of everything you'll need to consider when sending your proposal to a publisher, but it's a good start with an overview of common contract terminology. If you don't have an Agent and are unsure of any of the implications of your contract, seek advice either from writer forums, The Society of Authors (UK), or The Writers Guild (US).

So, what's your next step? Do you have an idea for a book? Have you started your book proposal yet? Have you completed it? What challenges are you facing in seeing it through? I'd love to know. Drop me a line via my contact form at www.marycummingservices.co.uk