

## Negotiating a Book Contract

### ***Acceptable manuscript***

Ask for definition.

### ***Advance***

Ask for one if not included.

Minimum of \$1,000; \$5,000-10,000 is reasonable if this is not your first book.

Be sure it's nonrefundable unless you fail to produce the book.

Be sure it's not repayable if not earned out.

### ***Artwork***

Delete "in form suitable for reproduction."

Try to get the publisher to pay for any artwork, illustrations, charts, etc.; or limit your payment amount.

### ***Author's discount***

At least 40-50%. (Bookstores get at least 40-42%.)

### ***Book cover***

Ask for consultation on design.

Ask for approval on back-cover and jacket copy.

### ***Company sold***

If you don't want your book to move to a new company, insert a sentence stating that.

### ***Copyright***

Copyright in your name, not the publisher's.

### ***Due date***

Allow yourself enough time, and request a grace period of 30 days in case of unforeseen circumstances.

### ***Editing***

Should say you will sign off on copyedited and page proofs.

### ***Free copies***

Ask for at least 25.

### ***Option clause***

(publisher reserves the right of first refusal of your next proposal)

Eliminate unless you are working on a series.

If can't eliminate, give maximum of 60 days.

***Out of print***

Define as unavailable from publisher in printed form (not POD) or if it doesn't sell x amount in a year, rights revert back to you.

Reserve the right to be the first to buy remaindered copies, files, artwork.

***Publication date***

Maximum of 12-18 months for publication after receiving manuscript.

***Revision***

You get first right to revise your book. If you are unable to do so, you should still get royalties.

***Royalties***

Try for retail; if can only get net, want at least 15%.

Sliding scale—2½-5% increase after first 5,000 for next 5,000; another increase thereafter.

Paid at least twice a year, preferably quarterly.

Paid no later than 60 days after accounting period closes.

Held against returns—maximum 2%, no longer than 1 year.

Eliminate any tie-across clause—each book should earn royalties on its own, not held against another book in a series.

***Subsidiary rights***

If you want to market portions of your book to magazines, reserve serial rights (1st for prepublication excerpts, 2nd for excerpts after publication).

Keep electronic and audiobook rights unless publisher states it will release e-book or audiobook.

Other rights are best handled by the publisher which has contacts you don't.

Minimum of 50% on subsidiary rights.

Retain any rights not specifically granted in the contract for possible future renegotiation.

***Title***

Ask for consultation on the title, but don't expect to have the final say.

***Resource***

*Negotiating a Book Contract: A Guide for Authors, Agents and Lawyers*, expanded and revised by Mark L. Levine (Asphodel Press)