Understanding and Negotiating
Book Publication Contracts

Overview

# Why should I negotiate the terms of my book publication contract?

The terms of a book publication contract deserve careful attention because they will dictate your rights and obligations related to your book for many years to come. Your agreement controls what right you have to use and share your own work, who is responsible for legal claims stemming from your work, what input you have in your work’s appearance and price, your royalties (if any), and more.

# How do I get started?

**Consider your goals and do your research prior to selecting a publisher:** It is a good idea to research potential publishers before you or your agent start shopping your book. When your interests align with the publisher’s business model, it is more likely that you’ll successfully negotiate a publication contract that meets your needs.

**Read the contract and ask for clarification:**Once you have an agreement in front of you, the first step is to read it and to understand its contents. If you don’t understand the terms, you may want to ask for clarification from your agent, attorney, or publisher.

**Identify and prioritize your goals:** The key to any successful negotiation is preparation. Before you begin to negotiate, consider what you hope to gain from the relationship with your publisher. What authors hope to get out of a publishing deal may vary significantly. Whether it is retaining certain rights to your book, providing input in design choices, or making your work openly accessible or available at an affordable price, your publishing goals are personal.

**Negotiate for terms that are most consistent with your goals:** For many people, the prospect of negotiation is intimidating. But negotiation does not have to be confrontational and tense. It may help to think of the negotiation as a conversation in pursuit of a shared goal: a successful book!

**Be patient and persistent:**Contract negotiations often proceed in fits and starts. Don’t be surprised if it takes longer than you expect, or if the publisher initially resists making some of the changes you propose. Persistence pays off, as does a willingness to compromise. Remember to be patient, particularly while you’re waiting for the publisher to respond to proposed changes.

# Negotiation strategies

Many negotiation strategies fall into one of four categories: clarifiers, sweeteners, softeners, and things left unsaid. You can keep these four negotiation strategies in mind and employ them creatively as you negotiate.

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| **Clarifiers** | **Sweeteners** | **Softeners** | **Things Left Unsaid** |
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| Changes that make the contract easier to follow and eliminate vagueness and ambiguity. | Terms added to an agreement that provide one party with an incentive to work harder. | Words and phrases that are added to provide a range of options other than “yes you can” or “no you cannot.” | The things that are not included in your contract:  What do you want to add, and what do you want to leave out? |

# What types of clauses can be negotiated?

It is possible to ask for author-friendly variations of any common publication contract clause. The Authors Alliance’s guide to *Understanding and Negotiating Book Publication Contracts*, available at [authorsalliance.org/resources/publication-contracts](https://www.authorsalliance.org/resources/publication-contracts/), provides information to help you understand contract terms, engage in productive conversations with publishers, and ensure that your contract aligns with your goals.

Commonly negotiated terms include those that address:

* The rights you are giving to your publisher, including the grant of rights (Chapter 5) and subsidiary rights (Chapter 6);
* Your obligations, including delivery of the manuscript, third-party permissions, warranties, and indemnities (Chapter 7) and promises about future works, including options, revised editions, and non-compete provisions (Chapter 8);
* Getting your book to market, including timing of publication, the price of your book, and the format, title, and cover design (Chapter 9), copyright registration (Chapter 10), and advertising and promotion (Chapter 11);
* Getting paid for your work, including advances (Chapter 12) and royalties (Chapter 13), and accounting (Chapter 14); and
* Ending a relationship with your publisher, including rights reversion (Chapter 15), assignment provisions (Chapter 16), and termination (Chapter 17).

# Negotiation successes

*Understanding and Negotiating Book Publication Contracts* is full of examples of author-friendly alterations to common publication terms and author negotiation successes. Here are just a few examples from authors who have negotiated for alterations to their publisher’s standard contract terms in order to meet their goals:

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| **Limiting the** **Grant of Rights** | **Limiting the Indemnification** | **Setting an** **Affordable Price** |
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| Jessica Silbey negotiated for a limited-term grant, giving her publisher exclusive rights for five years and a non-exclusive license after the period of exclusivity. | Kevin Smith narrowed his indemnification responsibilities to those that arise from a breach of warranties rather than from any claim related to his book’s publication or sale. | Pamela Samuelson singled out similar books from her publisher in the price range she wanted and offered to forgo an advance on royalties to make her book more affordable. |

# A simple mnemonic

The contract RUNS the relationship, so make sure you:

**R**ead everything,

**U**nderstand what it means,

**N**egotiate for what you want, and

**S**ave a copy of your signed agreement.

[[1]](#footnote-1).

1. . **Authors Alliance is grateful to Arcadia—a charitable fund of Lisbet Rausing**

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