

Author/Agency Agreements

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A good author agency agreement covers:

1. What work is represented
2. How much commission the agent charges
3. If any other deductions can be made from payments due to authors
4. Time frame in which the agency must remit funds
5. How long the agreement lasts
6. How the agreement can be dissolved
7. What terms survive the dissolution of the agreement

1. What work is represented

Our [i.e., [FinePrint Literary Management](#)] author agency agreement spells out what work is represented in two ways. The first is that we undertake to represent you for all your publishing deals, and all subrights deals that flow from that (i.e., audio, translation, film, stage, theme parks, merchandising). In other words, we sell the book and we also help you exploit all the other rights associated with your book.

The second is we list which specific work or works will be covered. I have excluded work on occasion but mostly I'm going to rep everything you write. The exceptions are works a client wants to self-publish or forms like poetry or screenplays (not associated with a book deal) I don't handle.

2. How much commission the agent charges

We charge a 15% commission of what you earn on domestic deals. 10% on subrights. We spell out that another agent will be involved (most likely) in all subrights deals, and that agent also takes 10%.

3. If any other deductions can be made from payments due to authors

We can deduct things like postage for overseas shipments or other expenses incurred by us on your behalf. This excludes operating costs of the agency. We set a limit on how much we can incur on your behalf (\$250) and over what time period (a year) before we need to have further authorization. Generally however, I'm going to tell you if I'm spending your dough.

4. Time frame in which the agency must remit funds

The AAR [[Association of Authors' Representatives](#)] Canon of Ethics has guidelines on this. Generally we turn things around in less than a week. That is, the check comes to us on Monday, a check has gone out to you by the following Monday. If the representation agreement you're offered does not specify a remittance time frame, add it. If the agent hesitates in any way to add this clause, **RUN**.

5. How long the agreement lasts

Our agency agreement lasts until one of us revokes it. It's not renewed annually. Not all agencies work like this. Our agreement can be revoked by either party with 30 days' notice. There is a provision that commission is due on anything we submitted on your behalf that is then sold to the company (not the editor, the PUBLISHER) within six months of the severance.

Generally when the parting is amicable, I waive that provision so as to give the soon to be former client a clear shot at a new deal.

6. How the agreement can be dissolved

You can dissolve the agreement by written notice. I've taken phone calls and emails in lieu of written notice. I generally write a confirming memo and put it in the file just so I can remember the date of severance.

7. What terms survive the dissolution of the agreement

Things that last beyond severance: commissions on projects we sell. Once I've sold something, the commission is mine. If you're no longer a client, it doesn't matter.

Now, here's the very tricky part: if you sever from an agent, you want to make sure s/he is not entitled to commission on unexploited rights from sold projects. For example: if Barbara Poelle sells *VodkaTonics Take Manhattans* to BigAssPublisher, and then sells translation rights to Russia, Poland and Ukraine, she gets commission on those deals forever. If you lose your mind and part ways from La Slitherina, and sign up with Drunken Slinken and O'Gawd, and DSO sells translation rights to Italy, you need to make sure you don't owe LaSlitherina a 10% commission as well as a commission to your new agent.

Each agency contract is different. There is no standard boilerplate. An agent should be able to explain every single clause to you in words you can understand. In fact, there is no need for an author/agency agreement to be so full of legal terms and so badly written you can't understand it.

We don't negotiate our agreement at all. The only thing that changes is what works are covered. I think other agencies operate differently.

You'll notice there is no audit clause in the agreement.
Every check you receive from your agent should list:

1. Project title
2. Item being paid
3. Gross amount
4. Deductions
5. Net

You should be able to do the math with a calculator. If you don't understand anything on a check you should ask.

Example:

1. Title: VodkaTonics Take Manhattan
2. Payment for: On signing (or on delivery/acceptance, or on hardcover publication etc.)
3. Gross amount: \$50,000
4. Commission 15% (\$7,500)
5. Net amount to you: \$42,500

If at some point in the process you become concerned that your agent is not remitting funds promptly or accurately, you always have the option of having the publisher pay your portion directly to you.

If you need to do this, call the publisher and ask for the royalty department. They can help you. Your editor can as well.