

1987

WRITER'S MARKET

**WHERE & HOW
TO SELL WHAT YOU WRITE**

4,000 places to sell your articles, books,
fillers, gags, greeting cards, novels, plays,
scripts, and short stories!



1987

Writer's Market

***Where to Sell
What
You Write***

Editor: Becky Hall Williams

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Glenda Tennant***

Editorial Assistant: Kathleen Vonderhaar



Cincinnati, Ohio

The Writing Profession

From the Editors

Welcome to our book. We think of it as a partnership—a joint effort of the *Writer's Market* staff and you, our readers. We want the information in this book to fit your needs—needs of beginning writers as well as those of fulltime freelancers.

Our efforts

Our work on the 58th edition of *Writer's Market* began with the questions and suggestions we received from you. Then we asked writers, editors and publishers for answers. Another of our roles in this partnership is to tell you what we've learned about market opportunities and how you can use this information most effectively. To meet these goals, we've made many changes and additions in *Writers Market '87*:

- More than 900 new market opportunities, plus thousands of changes in titles; addresses; editors and editorial requirements.
- Articles on magazine agreements and book contracts, with general information for new writers and specific details for all writers who wonder whether or not to sign on the dotted line . . . and why.
- Close-up interviews with 13 writers and editors who share their insight, experience and advice about the writing life.
- Section introductions with greater emphasis on how trends and transitions of the publishing industry affect every writer.
- An Author's Agents section—new from beginning to end—that includes both commission-only and commission- and fee-charging agents, plus numerous questions and answers to help you get ready, find, and then evaluate an agent.
- Revised and expanded information in the Appendix including Developing a Strategy, Equipment and Supplies, Approaching Your Markets, Manuscript Mechanics, Mailing Your Submissions, Financial Records, Tax Information, Rights and the Writer, and How Much Should I Charge?
- A reorganized version of Using *Writer's Market* featuring a step-by-step approach to reading a market listing and getting the most out of this book.

Your efforts

The effectiveness of our partnership depends on the information in *Writer's Market '87*, but it also depends on you. We had the same question as previous editors of this book: Who is our “average” reader? Is this your first copy of *Writer's Market*—or your twenty-first?

You may be a “recreational writer,” enjoying your private hobby but wondering if you, too, could be published. Perhaps you're a student who's curious about writing as a career. Or

you may be a fulltime or part-time freelancer, relying on your writing skills for all or part of your income.

We know that experienced freelancers use *Writer's Market* because it has the most complete information on current freelance opportunities. These writers have already learned how to use the market listings; they know all the writer's jargon included in the Glossary; they know most of the information in the Appendix.

Beginning freelancers use *Writer's Market* because it opens up a whole world of possibilities. It includes specific information on how to approach editors and all the details of how to get started—and keep on going—with a writing career.

We've given you information that will help you become a successful writer—by whatever definition of success you choose. It's up to *you* to use this information well.

You and *Writer's Market*

One reader wrote to tell us that she wouldn't buy another copy of *Writer's Market* until we made editors respond more promptly and publishers pay higher rates. Well, we wish we could do that, too. Unfortunately, we can only report what editors and publishers tell us.

We hope you understand that—between the time our book goes to press and the time you read it—some of the details in the market listings may change. Publishers go out of business, editors find other jobs, and publications change their focuses or their payment policies.

We appreciate the help we receive from readers who send us information about new market opportunities. And we want to know when you have complaints about nonpayment from any market listed here. Always enclose a stamped, self-addressed envelope (SASE) if you expect a reply.

Our partnership with you continues to be important to us. Thank you for giving us the opportunity to be a part of your writing life.

Becky Hall Williams, Sheila Freeman, Glenda Tennant, Kathleen Vonderhaar

Read this

- Listings are based on editorial questionnaires and interviews. They are *not* advertisements; publishers do not pay for their listings. Markets are *not* endorsed by *WM* editors.
 - All listings have been verified prior to the publication of this book. If a listing has not changed from last year, then the editor has told us that his needs have not changed—and that the previous listing still accurately reflects what he buys. We require documentation in our files for each listing and *never* run a listing without its editorial office's approval.
 - Listings for new markets and changes in others can be found throughout the year in *Writer's Digest*, the monthly magazine for freelancers.
 - When looking for a specific market, check the index. A market might not be listed for one of these reasons: 1) It doesn't solicit freelance material. 2) It has gone out of business. 3) It doesn't pay for material; we have, however, included nonpaying listings in the Journalism and Lifestyles categories because publication in these magazines could be valuable to a writer. *Some* magazines in the In-Flight section compensate writers with coupons for air travel. 4) It has failed to verify or update its listing for the 1987 edition. 5) It hasn't answered *Writer's Market* inquiries satisfactorily. (To the best of our ability—and with our readers' help—we try to screen out dishonest listings.) 7) It buys few manuscripts, thereby constituting a very small market for freelancers. 8) It was in the midst of being sold at press time, and rather than disclose premature details, we chose not to list it.
 - *Writer's Market* reserves the right to exclude any listing.
-

Using Writer's Market

Think of this section as an informal guided tour through *Writer's Market*—an introduction to the information you'll find in most individual market listings. The Table of Contents is a good place to start. That way you'll know where to find all the sections mentioned here.

Be sure to read the introductions to each market category. You'll find helpful information on trends, industry practices, and special methods for submitting your material.

Review the symbols and abbreviations used throughout *Writer's Market '87*. They're explained in the box on the following page. The most important abbreviation is SASE—self-addressed, stamped envelope. Always enclose one whenever you write to an editor or publisher. This rule is not included in the individual market listings because it's a “given” *you must follow if you expect to receive a reply*.

Reading a listing

Now let's get acquainted with what you can find in a typical market listing.

- One or more symbols (*, ‡, □) may precede the name and address of the publication or other market. Check the key on the following page for their meanings.
- A phone number in a listing does *not* mean that the market accepts phone queries. Make a phone query only when your story's timeliness would be lost by following the usual procedures. As a rule, don't call unless you've been invited to do so.
- In most listings, names of contact persons are given in the first paragraph or under the bold subheadings. Address a query or submission to a specific name whenever possible. If the name is not easily recognizable by gender, use the full name (e.g., Dear Dale Smith:). If no contact name is given, consult a sample copy. As a last resort, you could address your query to “Articles Editor” or whatever seems appropriate. Read *Approaching Your Markets* in the Appendix.
- A market's general openness to writers is indicated by the percentage of freelance material used or by the percentage of published manuscripts from new and unagented writers.
- A general description of the market gives you an indication of its focus and audience. Use this information to decide if you'd like to see a sample copy and/or guidelines.
- The date a market was established can help you evaluate its stability. Newer markets may be more open to freelancers, but they can also be riskier.
- Circulation figures are the total of subscriptions (individual and library) plus off-the-shelf sales.
- General payment policies and other practices are usually described in the first paragraph of each listing. Look for markets that pay on acceptance—not on publication. Look for markets that do not buy all rights or make “work for hire” agreements. Retain rights you might be able to resell. Look for markets that publish accepted material promptly and give writers a byline.
- General submission requirements include how far in advance you should submit seasonal material and whether or not previously published material will be considered.
- Send manuscripts or queries to one market at a time unless it is indicated that simultaneous submissions are OK. If you send a manuscript to two or more markets at one time, always mention in your cover letter that it is a simultaneous submission.
- Computer printouts and electronic submissions (by computer disk or modem) are mentioned only when the market accepts them. See *Equipment and Supplies* in the Appendix for additional information.
- Reporting times indicate how soon a market will respond to your query or manuscript, but times listed are approximate. Quarterly publications, book publishers, literary magazines,

and all new listings may be especially slow to respond. Wait six weeks beyond the stated reporting time before you send a polite inquiry.

- If you're interested in writing for a particular market, you should request writer's guidelines. "Writer's guidelines for SASE" means that a business-size envelope with one First Class stamp will be adequate. You should request a sample copy if you are unable to find the publication at your local library. A sample copy (or book catalog) is often available for a 9x12 SAE with a specified number of stamps or IRCs. Most publishers will send writer's guidelines with sample copies at no extra charge if you request them.

- Subheads in bold (Nonfiction, Photos, Columns/Departments, Fiction, Poetry, Fillers, etc.) guide you to the types of material used in a publication. Sometimes the name of an editor appears here. If so, send your submission to that person.

- Contact people often describe the specific kinds of material they want—or do *not* want to see. Follow their requests! For example, do not send fiction or poetry to a publication that uses only nonfiction; do not send a children's book manuscript to a publisher of men's adventure novels.

- The number of each type of manuscript purchased per issue or per year gives you an idea of how easy (or difficult) it may be to sell your work to a particular market. With new listings, these figures may change dramatically, depending on the submissions they receive or sudden changes in policy.

- If the market wants to see queries, that's what you should send. The same goes for outlines and sample chapters, etc. Don't send a complete manuscript unless the listing indicates that it's OK.

- Editors know the length of most material they buy; follow their stated range of words or pages. Of course a story should be as long—or as short—as it needs to be. If your manuscript doesn't fit the requirements of the magazine you wrote it for, find another market.

- Payment ranges tell you what the market *usually* paid at the time *Writer's Market* was published.

- Helpful suggestions are listed under the bold subhead Tips in many listings. They describe the best way to 'break in' at that market; suggest a particular slant; or give you some special insight into special needs and preferences.

Other information

Listings for other types of markets (Scriptwriting, Gags, Greeting Cards, etc.) sometimes contain additional information, which is explained in the introductions to each section. The Appendix at the back of *Writer's Market* should answer most of your questions about the business of writing. In the Glossary, you'll find definitions of many words and phrases that pertain to writing. Remember to use a standard dictionary if you come across other words you don't understand. Turn to the Index when you want to locate a specific market.

Take just enough time away from your writing to get well-acquainted with *Writer's Market* '87. Then settle down at that typewriter or personal computer and write, write, write.

Key to Symbols and Abbreviations

‡ New listing in all sections

* Subsidy publisher in Book Publishers section

□ Cable TV market in Scriptwriting section

ms Manuscript; mss Manuscripts

b&w Black and white (photo)

SASE Self-addressed, stamped envelope

SAE Self-addressed envelope

IRC International Reply Coupon for replies from foreign markets

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Your First Book Contract

by Linda Hayes

Finally! Your ultimate dream has been realized. After you've suffered seemingly endless research, revisions and rejections, a discerning publisher has just offered you a contract. At last, you're only a signature away from literary stardom, not to mention unthinkable wealth. Right? Not really. There's at least one more major hurdle to overcome—negotiating a good contract. While the outcome may have little effect on your literary star's rising or falling, it does determine whether you will reap dividends, disappointment or perhaps even disaster.

Note to writers still waiting for that first offer: Read on. You're in an even stronger position if you plan ahead.

There are several ways to tackle a contract: 1) get a lawyer (not your uncle, the patent attorney); 2) find an experienced literary agent; or 3) do it yourself.

If you choose the third option, you'll need to know almost as much about book contracts as you know about the topic or characters in your book. Even if you work with an agent or attorney, it's wise to be as informed as possible. Remember, that's *your* name at the bottom of the contract. To give you an idea of what to expect, some basic elements of the offer/contract process are outlined here.

The offer

Let's assume at this point that the discerning editor has phoned or written to say that XYZ Publishing loves your book and wants to publish it. Such news is often enough to render first-time authors totally incoherent. When you're once again of sound mind, double check the offer's details. Typically, the initial offer spells out the advance and basic royalty rates, the rights the publisher is buying, and perhaps the way subsidiary rights income will be split.

If you did your homework before submitting your manuscript to XYZ Publishing, you're already familiar with their books and reputation. Now—before you finally agree on any of these points—you need to know more about the publishing house, its policies and plans for your book.

Questions to ask

You may think that asking a lot of questions will demonstrate your ignorance or antagonize XYZ Publishing. Relax. Asking questions is the best way to learn—and you certainly want to learn as much as you can about your book's future. It's best to ask your questions as soon after receiving the offer as possible.

Because publishers don't make an offer unless they have a good idea of how to market a book, you can bet that XYZ has developed a tentative plan for yours. Call or write the editor who made the initial offer. If you phone, be sure that the editor will confirm the conversation in writing.

Remember that the answers to the following questions will help you understand what the terms of the offer—and the subsequent contract—really mean.

Linda Hayes is a founder and marketing director of Columbia Literary Associates in the Washington/Baltimore area. As a literary agent, she has placed a variety of fiction and nonfiction titles with major publishers. Her own articles and short fiction have appeared in magazines such as *Writer's Digest*, *Lady's Circle* and *Weight Watcher's Magazine*.

- Are royalties based on list price? Or on net price (after discounts/shipping are deducted)? If net, what's the average discount and cost deduction?
- What are XYZ's main sales outlets (bookstores, direct mail, schools, libraries, bookclub, etc.)? What's the typical ratio of these sales? What's the typical ratio of regular vs. special discount sales? Should this hold true for my book?
- What are the short-and long-term sales projections for my book? What's XYZ's sales experience with similar books?
- Is any promotion planned (budgeted) for my book? What specifically? Were the similar books mentioned above handled the same way?
- What are the plans for my book's formatting? Hardcover/cloth, tradepaper/quality paperback, mass market paperback, library edition, etc.? Is more than one format planned? Will they be released together or in sequence? If in sequence, what's the planned schedule?
- What are the projected prices and initial print run, i.e. number to be printed? (This often changes.)
- How will my book be distributed? By XYZ's sales force, independent reps, via another publisher, etc.?
- How aggressively does XYZ exploit subsidiary rights? What kinds of success has it had with similar books?
- What's XYZ's policy on keeping books in print?

The contract

Armed with the answers to all (or most) of these questions, you can decide whether or not to accept the initial offer. If you do, your contract should arrive a few weeks later. Don't let its formality intimidate you. Although it is a legally binding document, a contract is simply a written agreement between two parties to meet the needs of both. If you don't agree on all points, you can negotiate to have them modified. It's not only acceptable, it's expected. (Unless, of course, you're thrilled with every clause.)

Although there are countless varieties of publishing contracts and different ways to word even the simplest clause, the basic elements of a trade book contract are fairly standard. The clauses may appear in almost any order or combination. Each project requires its own contract adjustments, of course, but the following issues are common to most books.

Grant of rights

The first clause usually states that you're granting the publisher specific rights to your book for distribution or sublicensing. These rights may be limited to certain territories, ranging from the United States, Canada and the Philippines alone, up to world rights. It's rumored that at least one foresighted publisher includes lunar distribution in his contract!

Besides book rights, there are several subsidiary rights you either grant your publisher to sublicense, reserve to sell yourself, or divide between you. These rights include: periodical or newspaper publication before or after publication (first or second serial rights), bookclub, dramatic and nondramatic performance, British Commonwealth, foreign language, reprint, merchandising, abridgements, audiovisual, etc.

The decision on which rights to grant or hold depends on how they'll best be sold—through the publisher, you or your agent. If the publisher handles them, you split the fee and your share will be held until the advance is earned back—unless you can negotiate a “pass-through” clause to get it sooner. If you or your agent hold and sell the rights, the money is yours right away. Some authors insert contract clauses to revert certain rights back to them, if the publisher has not exploited the rights after a reasonable time. Be sure to look for a clause that specifies separate royalty percentages for each subsidiary right.

Manuscript preparation and delivery

This section (or these clauses) of the contract describe what XYZ Publishing expects to receive from you and when it should be received.

- *What you're providing*—You agree to produce a manuscript of an approximate length, on a certain topic, with a tentative title. Be specific to avoid misunderstandings. You may also be required (or allowed) to read the copyedited manuscript and/or correct the proofs in a timely manner.
- *Additional materials*—You may be asked to provide supplementary materials such as illustrations, index or bibliography. If you plan to use a quotation or excerpt from someone else's work in your book, you must provide XYZ with written permission from the original publisher. You are usually responsible for the cost of these additional materials. Sometimes you can negotiate a split of the cost and put a limit on your portion of the expense.
- *The due date*—If the manuscript is due by May 15, but supplemental materials aren't due 'til June 1, make sure the contract says so. Late manuscripts jeopardize the book's acceptance and marketability, as well as your professional reputation.
- *Any extensions allowed*—Although editors are human and will—if they can—allow extra time when you break your arm, make sure there's wording to cover uncontrollable emergencies. (Such protection for the publisher is labeled *Force Majeure*, or *Acts of God*). Sometimes extensions are allowed for less serious reasons, but if the contract doesn't say so, don't count on it.
- *Nondelivery*—If you don't deliver the finished manuscript when due or after extensions, you can expect a penalty. Normally, the contract terminates and the previously paid advance must be returned.

Manuscript acceptance

Some of the most vital parts of the contract, these clauses describe XYZ's right to accept, reject, or request revisions in your manuscript.

- *Acceptance*—This highly controversial clause was traditionally based on the publisher's interpretation of the phrase "satisfactory in form and content." XYZ may be more—or less—specific in its acceptance policies. Some experienced nonfiction writers have been able to delete this restrictive wording and substitute "will deliver a manuscript in accordance with the attached proposal." If this works, keep a copy of your book proposal and if alterations must be made, verify them in a letter to your editor.
- *Chance to revise unsatisfactory manuscript*—The contract should guarantee you the opportunity to make any necessary revisions, based on a letter from XYZ specifically detailing what's needed.
- *Rejected manuscript*—Suppose that you've delivered the manuscript and made all requested revisions, but it's still not satisfactory. Normally, the contract terminates and the publisher requires the return of the first part of the advance. Authors and agents vehemently (and reasonably) argue that repayment shouldn't be necessary, since that money was meant to cover expenses while writing. If that argument fails, you can promise repayment when you resell the manuscript. Or, if the publisher absolutely refuses to strike the repayment clause, you can haggle wording to keep part of the advance (like a magazine article kill fee) or at least that portion you have valid expense receipts for.

Royalties and advances

Here's what you've been looking for. How much will you be paid and when?

- *Royalties*—You'll want to maximize your royalty percentages for various editions or uses of your book. These might include hardcover, mass market paperback, trade paperback, export, discount sales, bookclub, remainders and overstock. If XYZ is buying subsidiary

rights, the royalty percentage for each one should be listed separately. Remember, the most important detail is whether royalties are based on net receipts (after discounts and shipping costs are deducted) or on list price (either the jacket price or the slightly lower bookseller's catalog price.)

- **Advances**—The publisher's initial payment to you, this is an advance against your expected royalties. Your book must earn this amount for XYZ before you get any more money. Unless your project is complete, the advance will be spread over two or more payments: part on signing the contract and the rest as the manuscript is completed. Some contracts delay final payment until publication, but you should get paid when *your* work is done. How much should the advance be? In his *Writer's Digest* book on contracts, Richard Balkin says that "roughly 75% of advances in trade publishing are below \$10,000, 20% in the \$10,000 to \$30,000 range, and no more than 5% upward of \$30,000."
- **Payments/accounting**—Payments are usually made three to four months after each six-month royalty period. Be sure that statements will be sent even when no royalty's due. You'll want complete income information on these regular statements or at your request. Statements should specify number of copies printed, shipped, sold and returned; royalty type and rate; reserve against returns; and details of subsidiary rights sales.
- **Reserve against returns**—Publishers' sales to booksellers are returnable, so the reserve policy will allow XYZ to reserve a percentage of your royalties to cover these returns. A few publishers don't hold reserves, but most do—from 20-60% of your earnings. What's left after returns is gradually paid out over several royalty periods. Ask about typical returns for your kind of book and negotiate a reasonable limitation on what percentage can be held and when it will be released.
- **Author's copies**—Contrary to your friends' belief that authors have an unlimited supply of free copies, you're usually offered only ten or so. You can often nudge that number higher. You're also normally granted a 40-50% discount on additional copies, as long as you're not reselling them. Some authors have had that limitation lifted when they can tap special markets unavailable to the publisher. You might consider this if your book's ideal for lecture tour promotion.

Option/right of first refusal

Since XYZ Publishing is planning a costly promotional campaign to make your name a household word and your book the new national bestseller, it certainly doesn't want you to sell your next book to someone else. Realistically, the majority of books get little promotional support, but most publishers want you "under option" in case your book should take off on its own.

Of course, if XYZ sells millions of copies of your book, you'll be delighted to have XYZ handle your next one. But if the company did a lousy job; or you disagree on everything; or your next book is a blockbuster novel definitely not designed for XYZ's typical distribution, then you'll understand why you should have reworded your option clause.

A few publishers will delete option clauses, but when the clause must stay, try to define or make it less limiting.

- Watch out for clauses that option more than one book or claim *any* book you write next. Limit the clause to what's right for the publisher or situation; say your "next cookbook" or "young adult novel" rather than "book."
- Don't let XYZ delay reviewing your next book until long after the first book's out. If you earn your living writing, you may starve by then. Specify how soon they must consider your second manuscript and put a time limit on how long they may hold it for review.
- Avoid freezing the same terms for the purchase of your second book. Usually you'll want, need, and deserve better terms by then.
- Don't let XYZ require too much material for your next submission, e.g., a complete man-

uscript when an outline and sample material would be more reasonable.

- **Avoid “matching clauses.”** Suppose that you’ve negotiated with XYZ on your next book, turned down its offer, and gotten a better one from another publisher. A matching clause would allow XYZ to match the other offer and obligate you to accept XYZ’s contract.

Other important details

You’ll want to look at several more clauses that need your careful attention. Whether they’re located at the beginning of the contract or buried at the end, these clauses can be critical to your future.

- **Copyright**—Normally, this says the publisher will apply for copyright in your name and will abide by copyright regulations. It also authorizes XYZ to represent you in this. As a rule, the copyright should not be registered in the publisher’s name. Even if XYZ supplied much of the book’s material, a joint registration would be possible.
- **Publication date**—This clause specifies a time frame within which the book must be published. You’ll want to allow enough time for subsidiary sales, but if publication is delayed, so are your royalties. Also, enthusiasm for your book can evaporate due to changes in the market, editor, or publishing house policies.
- **Warranties/indemnities**—XYZ will surely include warranties and indemnities, as they are the most sensitive and least changeable clauses in a contract. In effect, you swear that in preparing the manuscript you’ve done nothing to invite lawsuits. This section also describes your responsibilities if suits do arise. Whole chapters are written on these clauses alone; study them carefully. The good news is that more publishers are now including authors in their liability insurance coverage.
- **Publisher’s determinations**—Hoping to avoid later conflicts, XYZ declares it has the final word on the book’s design, title, price, distribution, promotion, etc. Conflicts arise anyway, but remember, if you’ve chosen a good publisher, its staff has a lot more professional book experience than you do. Some publishers include or will add the opportunity for author’s approval on some elements, “...such approval not to be unreasonably withheld.” If any of these points are critically important to you, make sure you have that approval in the contract.
- **Revision for later editions**—XYZ may expect you to revise your nonfiction book if it sells well but some of the information is outdated. You don’t want to do unnecessary, unpaid revisions, yet some books suffer if revisions aren’t allowed. Work for wording that balances both concerns.
- **Out of print/termination**—Make sure your contract specifies when the book is considered out of print; how to request reprinting; and procedures for termination (notification, purchase of copies, rights reversion).
- **Competing works/next work**—This clause keeps you from selling to another publisher a second book that would compete with and potentially hurt the sale of the current work. With fiction, this clause sometimes keeps you from using the same characters. Nonfiction’s another matter, particularly if you’re a specialist actively writing in your field. Define exactly what kinds of books you can’t do.

XYZ Publishing doesn’t want the final manuscript of your book to be late because you’re working on another book for a competitor. That’s understandable; but if you’re already under contract, make sure your editor knows and that it’s reflected here. The limitation most often applies to accepting new contracts while working on this book, so if you’re an active writer, be sure to reword or delete unreasonable language. This clause can sometimes prohibit another publisher from releasing one of your books close to XYZ’s publication date for this book.

- **Bankruptcy**—The contract will terminate and rights revert to you if XYZ goes into bankruptcy. It’s safer to include wording that termination/reversion will occur if the firm defaults in its payments to you or if it becomes involved in any insolvency, bankruptcy, or reassignment action.

What's not there

Not every contract addresses each of these points. Beware. Sometimes what's *not* in a contract can hurt. Important points too often omitted are: arbitration of disputes, termination/reversion of rights procedures, specific income information the publisher must provide, and the author's right to inspect the publisher's records (audit clause).

Of course, if certain clauses detrimental to you are missing—like the option clause—you'd certainly not want to argue them into the contract!

The fine print

You'll learn through more extensive research that there are dozens of innocent-looking little "gotchas" hiding between the lines of your contract. "Time is of the essence" sounds like a pleasant reminder to get the manuscript in on time. It actually means that if the manuscript doesn't arrive precisely on the dot, terrible things will happen (e.g., abrupt termination—of the contract, not you.) Agents' least favorite three little words—"Or any other,"—often create unfair drains of your money. This phrase allows charges from an unprofitable book to be assessed against the account of your bestseller. Learn the language.

Get it in writing

Book contract negotiations are like marriage proposals. They come at a time when you're feeling sought after, optimistic and trusting. But all honeymoons end. Realistically, the editor who loved your book will move on to something else. Or XYZ Publishing may be bought by a larger company with different policies. Short of that, misunderstandings occur and memories of what was said during contract negotiations fade rapidly. The message here? If it's important, get it in writing.

If a contract phrase seems to mean one thing, but the negotiator says it means something else, have the language clarified in writing. The same is true when you're told that "the Legal Department won't let us change the contract, but we'll give you 100 free copies of your book anyway," or "we can't make promotional commitments in the contract, but we definitely plan to take ads in major magazines." For any detail or promise that can't go into the contract, be sure to verify it in a letter (called a sideletter) and get it countersigned.

Other resources

We've tried to introduce some of the countless details to be negotiated in every book contract. Don't be daunted. Of course you'll need to do further research. It takes more than a brief article to define the language of the industry and to explore the hundreds of possible variations in contract clauses. Remember that contracts also vary according to the type of book (trade, textbook, scholarly, technical) and the type of publisher (general, professional, or university press).

As you continue your study, you may want to consult the following books: *How to Understand & Negotiate a Book Contract or Magazine Agreement*, by Richard Balkin (a Writer's Basic Bookshelf Book from Writer's Digest Books); *How to Be Your Own Literary Agent*, by Richard Curtis (Houghton Mifflin Company); and *Author Law & Strategies—A Legal Guide for the Working Writer*, by Brad Bunnin and Peter Beren (Nolo Press).

Research thoroughly, choose what's best for you, and negotiate creatively. Despite all the work and worry, remember that you've just entered one of the most exciting professions in the world. You're an author!

Negotiating Magazine Agreements

by Dean R. Lambe

By some accounts, there are over 75,000 consumer, trade, and small press magazines in North America. Over half—certainly most of those that the beginning freelancer encounters—don't have formal agreements for the work they publish. Legal contracts, like those offered by book publishers, are rare with magazines. Typically, prior verbal agreements are made or "boilerplate" form-letter contracts are sent *after* the work has been accepted. Sometimes, the only agreement a writer sees is on the back of the payment check, whereupon the writer's endorsement may constitute acceptance of the printed terms. Attorneys disagree whether such a legal ploy is enforceable. You can avoid it by depositing the check in your account with "For Deposit Only" and no signature.

Prior agreements are rare for fiction and poetry. The best arrangements are reserved for nonfiction sales. While a Stephen King or a James Michener (or their agents) might negotiate for everything they write, most of us have less flexibility. All writers should be aware of the issues involved in magazine agreements, however. The freelancer who is professionally knowledgeable will be treated professionally by editors.

Submission specifics

Let's consider the best agreement terms, then, mindful of the differences between fiction and nonfiction, as well as the differences among the three submission categories: over-the-transom, on speculation, and by assignment.

Through the window. Before air conditioning, most publishers had little windows—transoms—above their doors. Neophyte writers would toss their manuscripts through this open ventilation space, often after hours. To this day, a work from a writer with no prior editorial contact is called "over-the-transom," and it remains in the weakest bargaining position. Most fiction and poetry fall into this submission category, although prior sales do make a difference with any editor.

On spec is out on a limb. The negotiation position isn't much improved for the second category, on speculation. When a writer submits "on spec," it means the editor has been queried by mail or phone, and has shown tentative interest. The initial contact often establishes some of the terms—article length, slant, and rights offered—but a formal agreement depends on final acceptance.

Many working professionals—those who support themselves by writing—refuse to work on spec, for there is no guarantee that their efforts will ever be rewarded, or the work will appear as they would wish. Those most successful with on spec sales restrict the works to short humor, mood pieces, interview/profiles or editorial essays. Such articles have the best chance of finding a home elsewhere if rejected by the first editor. In my experience, articles in

Dean R. Lambe has written fiction and nonfiction for many magazines including OMNI, Analog Science Fiction, The Magazine of Fantasy & Science Fiction, Advanced Computing, and Writer's Digest. His novel, *The Odysseus Solution* (Baen Books) was co-written with Michael A. Banks. He handles grievances with magazine publishers for his colleagues in the Science Fiction Writers of America, Inc. and the Computer Writers' Association.