

writer's

\$1.25

yearbook '67

See also p 8
27 ff p. 30

Handwritten p 6

be supplied by the audience—wide screen movies are “hot” and a fuzzy television picture is “cool”) sparked a fascinating game for people who didn’t want to investigate more deeply his theories that “the medium is the message”.

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How effective is an author in creating social change today? Whether legislation was already underway to secure better safety features on American automobiles, Ralph Nader’s *Unsafe At Any Speed* certainly was given a large share of popular credit for stimulating action in this area.

... Eliot Fremont-Smith, in an interesting two-part series in the *New York Times* last November, on “The Effect of Books”, raises some interesting questions: “Do books change opinions, or merely activate opinions already held? ... Is timeliness of content a determining factor or can a book create its own right moment?” He goes on to comment that “to be effective—that is, of political or social consequence—a book must change the attitudes of its readers on a particular issue. The change is usually subtle; not even the most open and reflective minds readily abandon strongly-held opinions and almost never by force of argument alone.” In discussing the effect on the liberal intellectual Establishment of Jay Epstein’s *Inquest*, criticizing the Warren Commission Report on the Assassination of President Kennedy, Fremont-Smith noted that “this audience prides itself on being intellectually open to alternative and even bizarre possibilities so long as such possibilities come from acceptable sources. The source could be judged partly by rhetoric, partly by intent, and partly by credentials.” He goes on to point out that “to persuade a person you must talk his language; to make someone think new thoughts you must make circumstances as reassuring as possible. People are flexible but within a very limited range, which is what will preserve us or seal our doom.”

The Magazine Business

This year marks the 100th Birthday of *Harper’s Bazaar*, a former property of the Harper and Bros. Publishing Co. (see page 10) now owned by the Hearst Chain. Hearst bought it in 1913 from Harper for \$10,000, and its current publisher says “I wouldn’t take \$10 million for it now.”

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New officers of the Society of Magazine Writers for 1967 include Thomas J. Fleming, president; Howard Eisenberg and William Surface, vice presidents; Alden Todd, treasurer.

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Scholastic Magazines, Inc., producers of magazines and books for the elementary and high school market broadened its market with the acquisition last fall of *Story Magazine*.

The Playwright

1966 was a very good year for playwright William Hanley. NBC paid him \$112,500 for a two-hour drama, “Flesh and Blood” which will probably appear on the screen in fall ’67 ... Television still dominates the activities of screenwriters. Of the approximately 1,050 active members of the Writers Guild of America West, 900 were employed in television and 150 in feature movies. Financial returns were still weighted the other way—a top TV writer would have to turn out quite a few scripts at \$5,000 apiece to equal the \$100,000 and up a top movie writer could earn.

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Twentieth Century Fox signed Harry Joe Brown, Jr. in late November 1966 to produce a series of low-budget films based on original screen plays. The announced purpose of the Fox program is to lure talented new authors to write directly for the screen, since the tendency in recent years has been to buy books and adapt them for the screen. Stanley Elkin the novelist and Frank Conroy, the short-story writer, are already in work on possible screen plays for the plan, all of which are expected to be produced in the New York area.

Miscellany

On August 1, 1966, Charles Joseph Whitman of Austin, Texas dragged a foot locker full of supplies and guns to the tower atop the University of Texas. From here, in the space of 96 minutes, he shot and killed 13 people and wounded 31.

Within two days, Ford Clark of Ottumwa, Iowa, was receiving threatening telephone calls from Texas. Ford Clark, 35, is a writer. Five years ago he wrote a novel entitled *The Open Square*. Published by Gold Medal Books, its key character was a troubled boy, Ted Weekes. Weekes managed with the enforced help of a watchman, to get a stolen .357 Magnum rifle and two suitcases full of supplies and ammunition up a series of ladders to the domed tower of a Midwestern university building. The telephone calls to Clark, including some of local origin, blamed Clark’s book for the Whitman carnage. The callers were certain Whitman had read the book and followed the “design for killing.” One woman said accusingly that “if people like you wouldn’t write books like that, these things wouldn’t happen.”

The book, now out of print, was not found among Whitman’s effects and there is no evidence that he ever read it. There is another very simple explanation for most of the similarities.

A writer must be observant and intuitive. He must be able to get “into the skin” of his characters. He must think as they think, feel as they would feel, under the circumstances he has chosen for them.

A writer gets many of his ideas by asking “What if ...” Out of the thousands of students who attended a university with a tower—many of them as journalism and creative writing students—only Ford Clark noticed the tower and asked, “What if a man with a rifle got up there and started shooting?”

promotion and sales organization," says Mr. Eisele. "At least 19 of them are on the road all the time, calling on the retail bookstores, supplemented by eight religious book store salesmen and 15 paperback book store salesmen. We really try to pamper the bookstore salesmen, since they are most important in making books move. Our salesmen go to great lengths to build up good will with the men and women who actually sell books to the reading public, often taking stock checks for the owner and performing special order service. If," Mr. Eisele added, "a company does not have a big sales force, it's far more difficult for them to have a best seller. But unless a firm does at least \$7,500,000 worth of trade book business a year, they can't afford to maintain an adequate sales force. Many publishing houses, consequently, do not have any sales force at all. They depend on middlemen—jobbers—to get their books into the book stores. But jobbers, of course, don't attend sales conferences. They handle so many books for so many publishers that they can't be expected to "push" certain books from a certain house.

"For the average non-name author, then, our sales force is a tremendous asset." (The author still has to fight his way against the 813 other titles on that Harper salesman's list, of course.—Ed.)

By "pampering" the book stores, Harper & Row are, of course, pampering their authors too. The company helps authors in another way as well. They try to keep the books they publish *in print*. According to publishing statistics, the "life" (book store life) of the average novel is three months. After that, if the book has not taken off to any noticeable extent, the book may be remaindered—sold at a discount. Then the copies still left over may be burned or otherwise destroyed. Even the original plates are often melted down. The book disappears. Says Mr. Eisele: "Harper & Row makes a very strenuous effort—which is very costly by the way—to keep its books in print! We process many thousands of orders a day for books. Eighty per cent of these orders are for less than five copies. We keep some 7,000 books in print not because it is necessarily a moneymaking operation to do so, but because we feel we owe this service to our authors."

Other services Harper's renders its authors will be dealt with under the subheads: Advertising, Promotion, Mail Order.

Book Editors at Harper and Row

Who are the key members of the editorial staff? There are seven Senior Editors of General Trade Books.

Most renowned in the book world is Cass Canfield who came to Harper's in 1924, was Editor-in-Chief for many years. Now, the English-looking, pipe-smoking, Mr. Canfield, who will soon be 70, deals only with authors, and for the most part with Harper's most eminent authors.

Evan W. Thomas is now Chairman of the Editorial Board. Since this job requires many administrative as well as editorial functions, Mr. Thomas too is—due to time limits alone—usually fairly inaccessible to the

non-name Harper's author.

Therefore, we asked our questions of the next man on the totem pole, who is extremely accessible to authors, name or no. He is the Managing Editor of General Trade Books, Marion S. Wyeth, Jr., more frequently known as "Buz." He came to Harper's in 1954—as a salesman. He is a genial gentleman, high-browed in both senses of the word.

"We receive," said Mr. Wyeth, "as many as 2,000 to 2,500 manuscripts a year."

What happens to them after they are officially checked in?

Every unsolicited manuscript is read by a reader (Harper's has three) or by an Assistant Editor (Harper's has three). All are highly qualified. ("These are sought-after jobs," said Mr. Wyeth. "We very rarely hire a reader unless he has had reading experience elsewhere.").

The majority of the unsolicited manuscripts are obviously unacceptable. Even in *these* cases, however, the first reader writes a report and the manuscript plus the typed report is sent to Assistant Managing Editor Genevieve Young (who has been at Harper's fifteen years; started her career there as a secretary to Evan Thomas). Miss Young reads the appended report. If anything about it interests her—the plot line in the synopsis . . . the fact that the author shows a glimmer of talent—she sends the manuscript to another first reader or assistant reader for a second reading. She then also reads the second report and decides whether to reject it, to read the ms herself or to assign it to someone else for further readings.

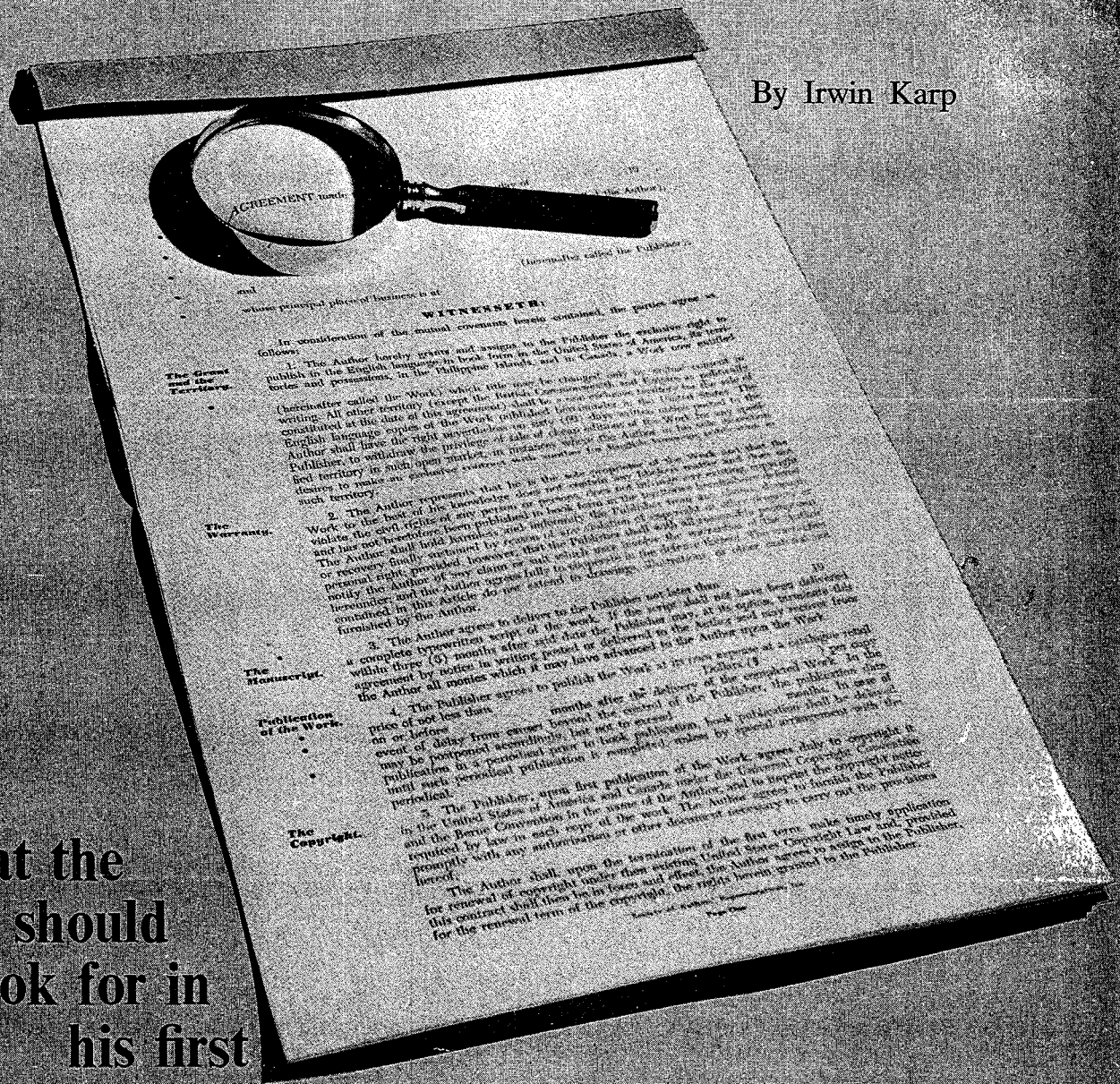
Any suspense book, a mystery, or crime story goes to Joan Kahn who, says Mr. Wyeth, "is considered in the trade to be the dean of suspense novel editors." (She has been with Harper's 21 years; started as a first reader.) But Miss Kahn has other specialties as well: art, history, poetry. Frequently books in those categories also find their way to her desk.

Jeanette Hopkins is titled Nonfiction Editor, and is especially interested in seeking out and developing books in this area. If your unsolicited nonfiction book has survived its first two readings, Miss Young may well send it on to Miss Hopkins.

Roger H. Klein is listed as Fiction Editor. "But," says Buz Wyeth, "he handles easily as much nonfiction. None of the editors specializes in a single area, although each editor has some field of personal interest, such as military history or sports."

If your manuscript is a specialized book it will be routed to the appropriate department.

What of the manuscripts submitted by an agent, or by a Harper's author? These are always addressed to a specific Editor, and the manuscript goes directly to him. He looks it over, decides whether he wants it to have a first reading by someone else first. If so, the manuscript, with its appended reader's report, comes directly back to him. He decides on the basis of that report whether to read it himself, or whether to get another reading first. In any case, it is he who deals



What the writer should look for in his first book contract

To the free-lance author, the first book contract he receives from his publisher may seem, above all, his passport to publication. Often this is all that concerns him; the "fine print" details he may dismiss as unimportant.

The details are important, however. Several clauses—not just the royalty rate—may affect him significantly. And frequently they will also apply to his next books. A first author may feel he lacks bargaining power to request changes; or fear that if he is too demanding, his publisher may say "forget it." There are these risks.

But if—and it is a big if—the first book or the subsequent works affected prove successful, he may wish

he had been more careful about the contract he signed at the beginning of his career.

There is no single standard book contract . . . each of the leading book publishers has its own detailed form.

The Authors Guild recently analyzed the contracts of 24 major publishers. While there was considerable uniformity on some clauses (e.g., the 50-50 division of paperback and book club royalties), there were also wide variations on several major provisions.

A first book author should consult his attorney, if he has no agent, to learn the consequences of the particular agreement he is offered. But he should know as much as possible about the contract's contents and their effect on his future output.

What follows, therefore, is not a detailed guide but a discussion of some principal contract provisions and some of the points you should look for. I do not suggest that where a contract contains clauses unsatisfactory to an established author or the Authors Guild, you should not sign unless they are changed. Publishers often refuse to modify printed clauses. You may have to choose between accepting the agreement "as is" and trying to find another publisher who will accept the first book—on better terms. Obviously, this is not always easy. You may have to make concessions. But it is helpful to know what you are conceding. For example, if you accept a poor option clause, you cannot rationalize that you accepted a low royalty just for your first book. A poor option clause gives the publisher the rights to your next book on the *same* terms as the first one.

Keep in mind that some publishers will make revisions in certain clauses; the printed form is not always inviolable. And that for many clauses, there is no "standard" trade practice, although you may be told there is. As the Authors Guild survey indicates, some publishers do better than others on particular clauses. For example, not every standard contract gives the publisher an option to the next book on the *same* terms.

The Structure of the Contract

The author owns a *collection* of rights in his book. First, the basic right (which the publisher exercises) to publish a hardcover trade edition. Second, the various "subsidiary" rights: foreign rights, ancillary publishing rights (e.g., book club and paperback rights), and performing rights (e.g., stage, motion picture and television rights).

Standard contracts contain provisions which determine:

1. Which rights are granted to the publisher, which rights it will license to others, and which rights the author retains.
2. The royalties and advance; and the division of income from subsidiary rights.
3. When payments and accountings will be made.
4. The author's rights to terminate the contract.
5. The author's warranties and indemnities.
6. Whether the publisher can change the manuscript.
7. Who shall have the copyright.
8. The author's obligations for delivery, changes, etc.
9. Options on subsequent books.

The Grant Clause

Some contracts grant the publisher "all rights" in the book. This is not desirable for the author. More favorable contracts grant the publisher exclusive English language book publication rights in the United States, Canada and the Philippines; and (in other clauses) grant the publisher the right to license some or all of the other rights.

Whether by outright grant or a license to make licenses to others, the trade publisher usually acquires control of all foreign rights and ancillary publishing

rights (i.e., first and second serial, book club, paperback and other reprint, anthology, abridgment and microprint). An established author sometimes reserves control of foreign rights, or provides they will revert to him if not exercised by the publisher within a specified period of time (and some contracts so provide). Also, established authors retain control and the proceeds of the first serial right (i.e., publication in a magazine before the book is issued) and some contracts do not transfer the right to the publisher. A few contracts properly provide that licenses made by the publisher for reprint rights are subject to the author's consent.

Some publishing contracts reserve to the author control of the basic performance rights (motion pictures, stage and television); and established authors can modify other printed contracts to retain these rights and all the income from them. Whether it is his first or fifteenth book, the author is entitled to control the performing rights and retain all of the income. But whether a new author should make control of these rights a vital issue is another matter. The chances of selling motion picture rights are slim. To the first author, more important than who licenses the performing rights or any other rights, is how the income will be shared.

Royalties—the Base

The royalty on the trade edition is usually based on the publisher's retail list price—the price he suggests the book be sold for by the retailer. His prices to wholesalers, jobbers and book stores are set in terms of various discounts from this announced list price. The publishing contract does not state the list price; it is left entirely to the publisher's discretion.

You must be careful to see whether the contract bases the royalty on (1) the retail list price, or (2) the publisher's *net* price. The net price is what the publisher receives from his customers *after* discounts. If a book is listed to sell for \$5.00 in the bookstore, a 10 percent royalty based on the retail price will be 50c. But a 10 percent royalty based on the publisher's net price may be as low as 25c (if he allows a 50 percent discount). If the contract does not specify that regular trade sale royalties are based on the retail price, this should be written in. If these royalties are to be calculated on the "publisher's net price," the royalty percentage rate should be higher or your dollar return will be lower. Note that royalties are paid on copies sold—there is no royalty on unsold copies returned to the publisher by wholesalers and bookstores.

Royalties—the Rate

The amount of the trade edition royalty is usually not printed in the contract; what is written in may vary from one book to another. The normal rate is 10 percent (of list price) on the first 5,000 copies; 12½ percent on the next 5,000 copies, and 15 percent on all copies over 10,000. Some established authors can get 15 percent sooner, or even from the first copy; some get more than 15 percent in the upper sales brackets.

Your first book contract

A beginner negotiating his first book contract may not be able to get his publisher to agree to all of the following terms but *Writer's Yearbook* recommends them as a standard to shoot for.

The Grant Clause: Author's basic grant to the publisher should cover only English language book publication rights in the United States, Canada and the Philippines. Should not grant "all rights" nor "the work." Licenses to grant reprint rights should be subject to the author's consent.

Royalties: Should be based on the retail list price, not the publisher's net price. For trade books, should not be lower than 10% on the first 5,000 copies; 12½% on the next 5,000; and 15% thereafter. (The writer may have to split his 10% with the illustrator in juvenile picture books; textbooks, and juveniles may pay a lower rate.) Watch for clauses reducing royalties when publisher gives large discounts to customers on the books. There should be a limit to the reduction permitted on your royalties—e.g., to not more than half the regular rate.

The Advance: Should be non-returnable.

Subsidiary Rights: Author's share should be no less than: 80% on British edition, 75% on foreign editions, 50% on paperback and book club sales, and 90% on movie and TV sales.

Payments: Statements of accounting and payments (if any) should be made semi-annually.

Warranty Clauses: Author should only be liable if judgment is recovered in a suit against the publisher. (Author will be called upon to provide documentation for defense purposes, however.)

Copyright: Should be in the author's name.

Option Clause: If one is given, should only grant the publisher an option to publish the next book on terms to be negotiated by the parties (not on the same terms provided in the current contract.)

Termination: Author should be entitled to recover his rights if the book goes "out-of-print" and is not reprinted after notice from him.

Publication Date: Should be within one year from delivery of manuscript.

Ed. Note: A helpful guide for the use of authors negotiating contracts with book publishers is available to members of The Authors Guild, 234 W. 44th Street, New York, N.Y. 10036. Membership in the Guild is open to authors who have published one book within seven years of their application, or had three works of fiction or nonfiction published in a magazine of general circulation within 18 months. Dues are \$30 a year.

A first author obviously will be less concerned about bettering the average rate than with holding the royalty to the normal 10-12½-15 percent. A publisher may offer him a lower scale, on the ground that it is his first book. He may be told that the publisher cannot afford more because a first book is a risk; he may be told how much the publisher is obliged to spend to bring the book out.

But a first author also makes an investment from which his publisher may profit. He provides the work product of his talent and several hundred hours of his time—which is worth money, which he, too, risks losing. Moreover, if a book fails, the difference in cost to the publisher between a cut-rate royalty and the normal royalty is negligible. On the other hand, if it succeeds the publisher can well afford to pay a normal royalty, and the author will lose substantially if he has accepted a lower rate. (Certainly, there is little justification in denying a first author the normal rate if sales exceed 5,000 or 7,500 copies.) And, a real success depends on the merits of the book. A good book by a

first author is more likely to make money for the publisher than a poor book by an established writer; and it deserves the normal royalty.

Royalties—Reductions

You must read *all* of the royalty clauses. The first one sets the rate on regular sales of the trade edition. But as you read further you will find that this rate can be cut; and that other, and lower, rates apply to various types of sales. Most publishing contracts provide that the royalty on the trade edition will be reduced if the publisher gives large discounts to his customers on quantity sales. Typically, if a discount of 48 percent or more is granted, the royalty is cut ½ percent for every 1 percent of discount over 44 percent (the average discount). Thus, if the publisher gives a distributor a 48 percent discount on a large order, your royalty on those copies would be cut by 2 percent. A few clauses put a limit on such reductions—e.g., to not more than half the regular rate. Other contracts

(Continued on page 149)

Your First Book Contract

(Continued from page 29)

provide that where the discount exceeds 50 percent on large sales, the royalty becomes 10 percent of the publisher's *net* receipts. This is less favorable to the author.

Some contracts provide that the trade royalty will be reduced, if sales in any accounting period drop below a specified figure. Others do not impose this reduction. And some reduce the royalty when sales do not exceed a minimum amount and are made from a small printing to keep the book in print.

All contracts provide for different royalties on sales other than through normal domestic trade channels such as: mail order, export, unbound sheets, publisher's reprint editions, subscription sales, overstock and remainder. The rates vary considerably from one type of transaction to another, and from one contract to another. Often, they are based on the publisher's receipts; and, in the case of remainder or overstock sales, no royalties may be paid if the price is at or below the publisher's cost.

Royalties—the Advance

Some contracts contain a printed clause providing that the publisher will pay the author an advance against royalties. In other agreements the clause must be inserted if an advance is to be paid. Whether the publisher will agree to an advance (and the amount) will depend on the circumstances of each negotiation. The advance should be described as "non-returnable." Usually, the advance is made chargeable against all moneys accruing under the agreement—this includes income from paperback, reprint and other subsidiary rights. It is not desirable to make it chargeable against income from other books.

A non-returnable advance provides the author with some return for his effort if the book is unsuccessful, or if the publisher fails to issue it. Most contracts provide that the book will be published (assuming the final manuscript is acceptable to the publisher). But it is difficult to obtain relief if he defaults; damages are hard to prove because they involve a speculation as to how many copies the unpublished work would have sold.

Division of Subsidiary Rights Income

Standard contracts contain a variety of provisions for dividing the income from subsidiary rights between author and publisher. Frequently the rates have to be filled in. For foreign and British Commonwealth publication rights, more liberal clauses give 75 percent or 80 percent of the income to the author; less favorable clauses divide the proceeds with the publisher 50-50.

For ancillary publishing rights, the most important of which are paperback and book club sales, there is a

standard division, 50-50. Some established authors are negotiating better terms; and one publisher, W. W. Norton, voluntarily gives its authors a higher share of paperback income above \$10,000.

There is also a considerable disparity in the division of stage, motion picture and television income. One firm takes no share of this income; others ask only 10 percent; some demand as much as 50 percent. As noted, some established writers will not share this subsidiary income at all with the publisher.

Payments and Accountings

Most contracts of leading publishers provide that royalties and other income will be paid semi-annually, accompanied by royalty statements. If a publisher only pays and accounts once a year, he has the benefit of the author's money for an extra six months. Some contracts postpone payment and accounting for a six-month period in which royalties fall below a specified figure; others call for payments and statements regardless of the amount due.

The Author's Right to Terminate the Contract

An author has the right to terminate his contract if the publisher fails to publish his book. Some contracts provide the book will be published by a specified date (with grace periods). Others do not contain such a commitment, making it more difficult for the author to terminate the contract when the publisher defaults.

At common law, an author may terminate a royalty contract if the publisher ceases to "exploit" the work. Better contracts contain an "out-of-print" clause which permits the author to terminate if the book is not kept in print and available for sale in at least one edition. The author must give written notice to invoke the clause and the publisher has a specified time thereafter to put the book back in print, or the rights will revert to the author.

The clauses often state that the book shall not be considered out of print if there is a reprint (including paperback) edition—the publisher's or one licensed by him. They usually reserve the publisher's rights to share income from previous subsidiary rights licenses. And some require the repayment of unearned advances or other moneys due from the author. Less favorable clauses condition the author's right to terminate on the publisher's judgment that the book can no longer be exploited. And some contracts have no clause.

Most contracts provide that the author may terminate the contract if the publisher becomes bankrupt or insolvent.

Warranty and Indemnity Clauses

Every contract requires the author to warrant that his book is not libellous or obscene, and does not infringe anyone else's copyright, or right of privacy. The author must indemnify the publisher and hold him harmless against damages and expenses in connection with these unpleasant events. Some authors tend to

dismiss these clauses as academic (after all, "I know the book is not libellous," etc.). They are not.

The clause can be costly, especially if it makes the author responsible for the publisher's costs in groundless suits that are ultimately defeated or even for claims that do not develop into suits. Some contracts provide that the author shall only be responsible if judgment is actually recovered. There are several variations of the warranty and indemnity clause and this is one of the provisions that make it advisable that a first author consult his attorney. He may negotiate modifications; e.g., some publishers accept a provision that they will not settle claims or suits without the author's consent.

Changes in the Manuscript

Unless the contract permits him to do so, the publisher may not change the manuscript without the author's consent. A few contracts specify that unauthorized changes shall not be made; some are silent on this point. It is certainly not desirable to grant a publisher the power to make changes without your permission. In all contracts the publisher reserves, in one manner or another, the right to determine whether the manuscript is satisfactory to him.

Copyright

Copyright can be taken out in the author's name or the publisher's name. It should be in the author's name. Some contracts provide that copyright shall be in the author's name; some make it an alternative choice; some say it shall be taken in the publisher's name. There is no reason why a publisher should refuse to allow copyright in the author's name. It does not diminish the rights granted the publisher in the contract. It should be in the author's name because he is the creator of the work; because if rights revert to him under the default, out-of-print or bankruptcy clauses he will not have to beg or sue to recover the copyright; and because with copyright in his name, no one is likely to buy major rights from the publisher without consulting him.

The Author's Obligations

Standard contracts require that the manuscript be delivered before a specified date. Some allow a grace period. In filling in the date, or in signing a contract with a date printed in, be sure you allow yourself sufficient time; that you comply with the deadline; and that if you need an extension you ask in sufficient time and get it confirmed in a letter from the publisher. If you fail to deliver on time, the publisher has the right to terminate the contract and to recover any advance he has paid to you.

Many contracts require the author to deliver an original and copy of the manuscript, in satisfactory form and ready to print from. (Some contracts allow the publisher to retype the manuscript at your expense if it is not satisfactory.) It is important that you do your revising *before* you deliver the final manuscript. Every

contract requires the author to read and correct proof and to pay for the cost of author's alterations in excess of a specified minimum—either a dollar amount or a percentage of the cost of composition. Too much revising your work from the printer's proofs will be expensive for you.

You should pay particular attention to the clauses obliging you to deliver—at your expense—indexes, photographs, illustrations and similar materials necessary for the publication of your work; and giving the publisher the right to provide these at your expense, if you fail to comply. Some publishers will not ordinarily require an author to prepare the index, if there is to be one, but they have the right to do so. If your book will require illustrations or other materials that may be costly, arrangements might be negotiated for the publisher to bear all or a part of these expenses. Most contracts require the author to pay the fees for permissions to use other copyrighted materials. Again, if these costs are likely to be significant, you may want to seek similar arrangements with the publisher.

The Option Clause

Many contracts grant the publisher an option to publish the author's next book; sometimes his next two books. This is one of the most important clauses in the contract for a first author. You may feel it necessary to accept inferior terms to get your first book published. But the concessions will be more painful and costly if you accept a poor option clause—because these terms would cover your second and, perhaps, third book as well.

Established authors often insist that the option clause be stricken. If you have to give an option, remember that some contracts are much less noxious on this point than others. The better clauses grant the publisher an option to publish the next book on terms to be negotiated by the parties, or on "reasonable terms." This type of option gives the author the opportunity to secure better terms on his next work. The unreasonable clause gives the publisher the option to publish the next book (or two books) on the *same* terms provided in the current contract. This means that if your first book is a success, you will be prevented from obtaining the better terms your success should entitle you to; if your first contract is sub-standard on royalties or other provisions, you will have to live with it for the next book (or books) the publisher gets under such an option clause.

Conclusion

I cannot emphasize too strongly that this necessarily general and incomplete review of some provisions of standard publishing contracts is no substitute for the advice of your attorney or agent. A publisher does not draw the long and complex document which is his standard contract—his lawyer does. If he needs expert advice with respect to the contract, obviously the first author does.