

Contract Dos and Don'ts

by Sallie Randolph

Sallie Randolph is an attorney who focuses on representing author clients. She is also a journalist and is a member of the Authors Guild, American Society of Journalists and Authors and other writers' organizations. Readers are reminded that this information is for general information only and that any specific legal problems should be discussed with an attorney.

Do:

- Read your contract very, very carefully.
- Expect to negotiate. Be very skeptical of any “take it or leave it” offers.
- Use a businesslike approach to your negotiations.
- Take your time to carefully consider any contract. Ask for additional time if you need it.
- Be sure you understand what the contract means. Ask about anything you don't understand and seek competent help if you have any questions.
- Propose any changes you think are reasonable but be prepared to compromise if necessary.
- Have a book contract reviewed by an agent, attorney or organization such as the Authors Guild.
- See the contract clearly and read what's really there, not what you wish was there.
- Remember that a contract doesn't always have to be in writing.
- Recognize that if you haven't signed a written contract for a magazine or newspaper article, you've only granted one time rights to publish.
- Remember that the most effective way to negotiate is to pause when you're offered a deal. Silence can definitely be golden.

Don't:

- Sign anything you don't understand.
- Don't sign any contract that says “all rights” or “work made for hire” unless you understand clearly that you're giving up rights in your work.
- Rush – the person who seems to be in control of time has a distinct advantage in a negotiation. The offer isn't going to evaporate just because you want to consider it carefully.
- Make assumptions.
- Rely on verbal assurances. If it's important, get it in writing.
- Accept the first offer. A contract doesn't take effect until both parties have signed. Until then it's just an offer and any offer is subject to negotiation.
- Answer quickly when an offer is made. A pause is an effective negotiating tool and silence can be golden.

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