Understanding and Negotiating Book Publication Contracts
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CHAPTER 11: ADVERTISING AND PROMOTION
ADVERTISING AND PROMOTION ARE LIKELY TO play key roles in the success of your book. But know that, in general, publishers don’t have a duty to promote your book beyond a minimal effort. A publisher basically satisfies this obligation by listing your book in its catalogs and sending out a few promotional copies. Therefore, if there isn’t specific language in your contract regarding marketing, advertisement, or promotional events, your publisher is under no obligation to provide extensive marketing services.

This might seem peculiar: Isn’t it in your publisher’s interests to actively promote your book? After all, your publisher has made a substantial investment in the book, and more exposure and good advertising will likely increase readership and sales, right? Fair enough, but the reality of the publishing business is that many
publishers have limited resources available for advertising and promotion. Publishers have to decide how to best channel their resources. There is only so much room on the table right at the bookstore entrance—which publishers pay for, by the way, as a part of advertising programs with bookstores.

Also, your publisher might have a different idea than you do of what good promotion looks like. For example, you might prefer for your publisher to buy an ad on a podcast that is popular with your intended audience rather than placing an ad in a newspaper, but your publisher might not see this as a good use of its advertising dollars. Therefore, if you want to ensure that your publisher devotes certain resources to marketing your book, you can try to negotiate that into the contract. Consider the following example:

The Publisher will promote the Work through its website, other Internet avenues of promotion, mailing lists, etc., as well as through published literature, which may include advertising in popular reader publications, both online and off. The Publisher will make every effort to maintain an attractive, updated website.
Even if your publisher does offer marketing services, don’t assume that this takes the burden off of you to promote your own work. Often, the strongest promotion comes when there is involvement from the author. In fact, you might encounter a provision in your contract that requires you to assist in promoting your book, such as by attending events like book signings. For instance:

Author agrees to cooperate with Publisher in promoting the Work in such manner and at such mutually agreed times and places as Publisher shall reasonably request at Publisher’s expense as approved by Publisher.

In addition, it may make sense for you to hire an independent publicist to promote your book. Your publisher may even be willing to cover or split the costs with you. Some authors spend a portion of their advance on independent publicity, or they accept reduced royalties in exchange for explicit guarantees concerning promotion and advertising from their publisher. (Keep in mind, though, that hiring a publicist can be expensive, with
no guarantee that it will result any additional interest in your work.20)

Success Story

John Copenhaver, Authors Alliance member and author of the crime novel Dodging and Burning, was willing to invest in an independent publicist to make sure his book received the attention it deserved. After hearing about his plans—and perhaps encouraged by John’s own commitment to his work—his publisher offered to split the cost of hiring an independent publicist.

Alternatively, instead of trying to pressure your publisher into promoting your book, you could also incentivize it to do so by negotiating for a large advance. In doing so, you make sure that your publisher has more incentive to aggressively promote your book, as it stands to lose more money than it would otherwise.

USE OF YOUR NAME AND LIKENESS

To help promote your work, your publisher may ask you for a photograph to include on the book jacket
and in promotional materials and for a short personal biography. This bio typically includes your name, professional experience, any past works you’ve published, and other details that would be helpful or interesting to potential readers. For example:

Andrew Author is an art historian who teaches at Umpqua University. An expert on the works of Salvador Dalí, Andrew’s previous book *Melting Time* won a Palette Prize for nonfiction. Andrew lives with his husband, four kids, three cats, and two goats in Portland, Oregon.

Likewise, your contract may contain a *name and likeness* clause that specifies what personal information your publisher can use about you, and for what purposes. For example:

The Publisher shall have the right to use the name, likeness, and biographical data of the Author on any edition of the Work or on any derivative work thereof, and in advertising, publicity, or promotion related thereto without limitation, and may grant such rights in connection with the licensing of any
subsidiary rights in the Work. The Author shall provide in a timely manner any information reason-ably requested by the Publisher for use in promoting and advertising the work.

Did you notice “without limitation” in the above clause? This means that the publisher would be able to use your name and likeness however it wants for the specified purposes (“advertising, publicity, or promotion”), and would not need your permission to do so. These types of provisions may also give such rights to your publisher’s affiliates or licensees.

You may be concerned about how your name and likeness will be used by your publisher. For instance, you may worry that your publisher will want to use your photograph to promote your book in a way that you find distasteful or that is inconsistent with your professional image. If so, you could include some “author approval” language into this section that requires your publisher to get permission for each use of your name or likeness. However, if you ask for this don’t be surprised if your publisher counters and asks that you be contractually obligated to respond to any approval requests from you publisher without “unreasonable delay.” This way,
your publisher doesn’t have to worry about missing deadlines while it waits for your approval. (Remember, as discussed in Chapter 6: Subsidiary Rights, you can use this kind of softening language throughout your contract when you’re negotiating for approval or consultation rights.) Don’t despair if your publisher won’t give you explicit approval rights; you likely still have some control over how your name and likeness are used as you’ll probably be the one writing your bio and selecting your photo.

If you negotiate for approval or consultation rights, make sure your publisher always has your up-to-date contact information. This is a surprisingly common problem, so don’t forget to tell your publisher when you move, change phone numbers, or get a new email address.

At present, U.S. copyright law does not provide a right of attribution (the right of an author to be credited as the author of her work) to authors of literary works. Authors publishing in the United States may therefore want to insert a clause in their publication contracts that requires the publisher to associate their name with their book. For example:
The Publisher agrees that every publication of the Work will specify that it was written by [INSERT NAME OF AUTHOR].

You may even want to specify that your name appears on the title and cover page of the book. Lastly, if you publish under a pseudonym, make sure your contract explicitly states what name will be used in all promotional materials.

**REVIEW COPIES**

*Review copies* are advance printings that are sent out to reviewers before the book is released. The goal is to bring attention to the book, which hopefully will result in positive reviews and media attention.

Check to see whether your contract specifies whose responsibility it is to send out the review copies; although it is not common, some publishers expect authors to send out their own review copies. If it’s your job, think long and hard about who should receive these copies. Remember, review copies are marketing tools. While it’s tempting to send them to all your friends, you’re probably better off sending copies to reviewers who are well-known. A well-placed positive review
can make all the difference in your book’s literary and financial success.

If, as is the general practice, your publisher is responsible for distributing review copies, it may be worth asking for a list of the people to whom they intend to send the book. This will allow you to research what kind of review you might expect (if any) and what sort of audience this review might reach. Also, if there are important critics or tastemakers that aren’t on your publisher’s list, you can ask for them to be added. This step may be particularly important if you’re writing about a niche topic and can direct your publisher to the influential people in your field.

**AUTHOR’S COPIES**

Traditionally, authors receive a set number of free *author’s copies* of their work from their publishers. It is not unusual to get up to 12 free copies of a hardcover edition (or more when the book is a paperback edition). But this number can vary depending on genre and format. Talk to your publisher about how many copies you want. Try to be realistic—the publisher probably won’t give you a hundred copies—but at the same time, don’t be afraid to ask for more.
Once the freebies are gone, you’ll have to purchase additional copies just like everyone else. You may want to make sure your author’s copies clause also allows you to purchase copies at a discount, usually between 40–60% off the book’s retail price.