

Alliance of
Independent
Authors

Legal and Contracts
Advice for Indie Authors



Sample Agreements Author-Artist Agreement

PUBLISHING TEAM

Orna Ross, Howard Lovy, Sarah Begley and Jane Dixon-Smith

Introduction

While writing may be a solitary endeavor, few writers work in a vacuum, especially those who are part of a larger project that involves a diverse set of skills and talents.

Graphic novels need illustrators and designers; audiobooks need narrators, producers, and musicians; and new augmented reality books need programmers. Working together, they can create and innovate.

But, just as each professional knows their role in the larger work, each also

needs to be clear on how they'll share the profits. You all might be great friends, but it's best for everybody to put into writing what to expect when it comes to royalties. Without a written agreement, the door is open to lengthy disputes.

As always, the information discussed in this guide should not be considered legal advice, and is provided as guidance only. ALLi recommends authors seek legal advice around all contract negotiations wherever it is appropriate.

We hope you find these examples useful, and welcome your feedback.

Author-Artist Agreement

THIS AGREEMENT, made on [INSERT DATE] , between [NAME], residing at [FULL ADDRESS] (hereinafter "WRITER"), and [NAME], residing at [FULL ADDRESS] (hereinafter "ARTIST"), with respect to the production of graphic novel tentatively entitled [TITLE] written by WRITER (hereinafter the "WORK"), to be illustrated/scored/otherwise enhanced by ARTIST

In consideration of the mutual promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The copyright in the WORK shall be jointly registered and held in the names of both WRITER and ARTIST.
2. Credits in the WORK shall read: "Written by WRITER; _____ by ARTIST," unless specified otherwise in advance by both parties, the names shall be written on all credits by last name in alphabetical order.
3. Royalties from the publication of the WORK and from the disposition of any subsidiary rights therein (including but not limited to films, television and merchandising) shall be divided as follows: WRITER: ____%; ARTIST: ____%; unless specified otherwise in advance by mutual agreement between the parties.

Rates paid by publishers upon delivery of the WORK shall be excluded from this provision and shall be negotiated separately by WRITER and ARTIST on their own behalf and paid directly to the applicable party.

4. All original work created by ARTIST for the WORK, and the proceeds from the sale of such original art/music/etc, shall remain the sole property of ARTIST. All scripts created by WRITER for the WORK, and the proceeds from the sale of such scripts, shall remain the sole property of WRITER.

5. No agreement for the publication of the WORK or for the disposition of any of the subsidiary rights therein shall be valid without the signature of both WRITER and ARTIST. However, either party may grant a written waiver of rights to the other setting forth the specific conditions under which such waiver may be exercised.

6. All agreements for publication and disposition of any subsidiary rights in the WORK shall provide that each party's share shall be paid directly to him. If the parties by mutual agreement select an agent or attorney to handle the disposition of subsidiary rights in the WORK, and if the agent or attorney is authorized to make collection for the parties' account, such agent or attorney shall remit each party's one-half share direct to him. Such agent or attorney's commission will be split according to the same percentages as specified in paragraph 3 above.

6.b. If the parties by mutual agreement select an agent or attorney to handle the disposition of subsidiary rights in the WORK, such agent or attorney's fees will be split according to the same percentages as specified in paragraph 3 above.

7. If, in any instance, either party (hereinafter "FIRST PARTY") desires to produce a sequel or derivative piece to the WORK (hereinafter the "SEQUEL"), and the other party (hereinafter "SECOND PARTY") is either unwilling or unable to do so, FIRST PARTY shall be free to hire another writer or artist as the case may be (hereinafter "THIRD PARTY") to work on such SEQUEL, under the following terms and conditions:

(i) Unless mutually agreed in advance by WRITER and ARTIST, THIRD PARTY shall not own any copyright, trademark or other rights in and to the WORK and/or any SEQUEL. All rights in and to the SEQUELS shall remain the sole property of WRITER and ARTIST. Any contribution of THIRD PARTY to a SEQUEL shall be done as a work-made-for-hire to the fullest extent permitted by law, and to the extent that such contribution is not considered a work-made-for-hire authored by WRITER and ARTIST in any jurisdiction, THIRD PARTY shall assign any and all rights he may have in the SEQUEL to WRITER and ARTIST.

(ii) Credits in such SEQUEL shall read: "Written by/Drawn by [names of appropriate parties]; Based on characters created by WRITER & ARTIST."

(iii) Royalties from the publication of such SEQUEL shall be divided as follows: FIRST PARTY: 50%; SECOND PARTY: 10%; THIRD PARTY: 40%. Page Rates

paid by publishers shall be excluded from the scope of this paragraph and shall be negotiated separately by and paid directly to FIRST PARTY and THIRD PARTY.

(iv) Any original art created by THIRD PARTY for such SEQUEL, and proceeds from the sale of such original art, shall remain the sole property of THIRD PARTY.

8. If either party dies, the surviving party shall have the sole right to negotiate and contract for publication and for the disposition of any of the subsidiary rights of the WORK, to create SEQUELS, and generally to act with re-gard thereto as if he were the sole author, subject only to the following conditions:

(i) the name of the decedent shall always appear on the WORK and the SEQUELS as co-creator.

(ii) the surviving party shall cause the decedent's share of the proceeds, as determined pursuant to paragraph 7(iii) above, to be paid to his estate.

(iii) the surviving party shall furnish the estate true copies of all contracts made by the surviving party pertaining to the WORK and the SEQUELS.

9. Each party agrees not to violate copyright or any other law in the creation of the Work. If it shall be found or claimed that the Work violates an existing copyright, throughout the world, the party which created that portion of the Work shall indemnify and hold harmless the other party.

10. This agreement shall continue in perpetuity. This agreement shall inure to the benefit of, and shall be binding upon, the heirs, executors, administrators, successors and assigns of the parties. This agreement shall be construed and enforced in accordance with the laws of the State of New York. This the full agreement between the parties regarding the Work, any amendments must be signed by each party.

11. All disputes arising out of this agreement shall be submitted to an arbitrator. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof.

12. This contract is a legal document under exclusive jurisdiction of [your country's] courts.

Signed by and on behalf of [WRITER name]

.....
Date [date]

Signed by and on behalf of [ARTIST name]

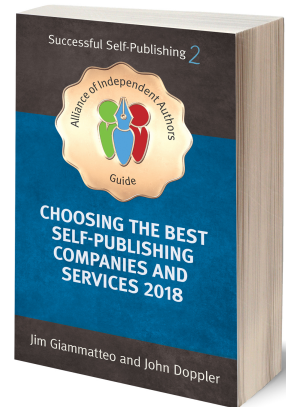
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Date [date]

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The AskALLi Quick & Easy Guides to Self-Publishing address the most common questions our members have about self-publishing.

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For more advice and a daily blog, visit our Self-Publishing Advice Centre at <http://selfpublishingadvice.org/blog/>

Founded by novelist and poet Orna Ross, the Alliance of Independent Authors is a global nonprofit organization offering authoritative advice, experienced guidance, and advocacy within and outside the publishing industry.

Its mission is ethics and excellence in writing and publishing. The Alliance offers a variety of member benefits, including discounts and incentives and collaboration and connection with the best self-publishing authors and advisers in the world.