
LITERARY AGENTS AND AGENCY AGREEMENTS

If you intend to sell even one book to a commercial publisher, you need a literary agent. You might be the next Stephen King, but you are unlikely to be read by the right editor for you, or by any editor, unless an agent submits your work.¹⁰⁴ Even if you get extraordinarily lucky and interest a commercial publisher without an agent, you probably lack the experience, industry acumen, contacts, and ability to negotiate effectively for yourself. Established literary agents are in the business of placing clients' works with the right publisher, negotiating the best possible contracts, and collecting and policing the fees, advances, and royalties due.

A good agent will know whether a manuscript or proposal can sell in its present form or needs work. Agents huddle with editors every day to keep abreast of the market and to talk up their clients' work, and they know who to target within a given publisher or imprint when shopping particular books. In turn, editors rely on agents to screen writers and manuscripts.

¹⁰⁴ The exceptions to this rule are authors of textbooks, professional or reference works, poetry, genre fiction, and children's picture books. But while they can sell their works without a literary agent, they would certainly benefit from having one. Some freelance journalists do well without an agent, but that is not the case when they are marketing a book.

Virtually no editor in a trade house will read an unsolicited manuscript unless it came from an agent; the major houses license the overwhelming number of the titles they publish through agents. Publishers typically return unsolicited queries with a form letter explaining that they do not consider unsolicited submissions unless they come through agents. Smaller and genre publishers might assign a harried intern or assistant to read through the slush pile, but, like all editorial assistants, they will be looking for reasons to reject what is in front of them as quickly as they can. Often, even a powerful agent has to make twenty or thirty submissions before a project finds an appropriate publisher. How many writers acting for themselves would have persisted through the twenty-ninth rejection? In short, the odds against your getting published without an agent are overwhelming.

Moreover, placing your work is only one of the important functions of an agent. Once a publisher expresses interest, agents are far better situated than writers to negotiate good deals without jeopardizing the parties' relationship. They can carry off auctions for rights that an author could not possibly set up alone. With their experience and clout, they are better able to negotiate the narrowest grant of rights, the most generous advance and royalties, and the most favorable delivery and "satisfactory manuscript" terms possible. Negotiating for herself, a writer would inevitably grant broader rights, accept lower pay, and keep less control over her work.

Most good agents would say that placing the works and negotiating the best deals are only two of the important services they give their clients. A third essential function is nurturing their clients' careers, their development as a writer in the industry. Agents know the business, and the good ones also understand the art and craft of writing. They want—and need—their clients to succeed and most of them believe that artistic success leads to commercial success. Your agent will read your work, tell you what she thinks of it and what it needs in order to sell, weigh in on your plans for future projects, help you devise your next move based on the performance of your last book, advocate for you with your publisher when things go wrong, and help you develop as a professional over the short and long term.

Finally, your agent is your representative to your publisher; she has a direct line to editors and others in the house and is your conduit to them. When you want to know what is happening with your manuscript or when you can expect editorial comments or payments, or to offer your opinion on the cover design, marketing plan, and so forth, your agent is

the person to contact. The industry is small, and writers who contact their editors frequently to ask questions or to vent can quickly become known as “difficult” or worse. As your representative, your agent can shield you from such a possibility.¹⁰⁵

The most important part of the process of professional writing is creating work that people want to read. A close second is finding a good agent to represent you.

FINDING AN AGENT

Your engagement with your agent is probably the most important business relationship of your career. So how do you find this important person? For most writers, unfortunately, it is not easy. Established agents are inundated with queries from your fellow writers, so many, in fact, that many successful agents do not accept new clients. You need to prepare for a lot of rejection and for a long journey to finding an agent, and at the same time, to protect yourself from being misled by unprofessional actors calling themselves agents.

Before reaching out to any agent, you must be ready to show your work, as good as you can make it. If your work is not ready to be shown to a publisher, then you are not ready to query the agent. Agents will most likely reject aspiring writers with great ideas or half-baked proposals but nothing tangible to market to editors. Unless you are a valued client of long standing (or a celebrity), you cannot expect an agent to edit your work or find you a ghostwriter. Keep in mind that agents who are accepting new clients get dozens of queries a day and are constantly committed to reading large stacks of manuscripts and proposals. If your query interests the agent, she is going to ask to read some or all of your manuscript or proposal. If it is not ready to show her, you will have wasted her time. Wasting an agent’s time is a bad way to begin; you will probably not have a second chance with her.

CREATE A TARGET LIST

In his indispensable book *How to Land (and Keep) a Literary Agent*,¹⁰⁶ top literary agent Noah Lukeman describes hearing from many writers that

¹⁰⁵ Of course, you should also limit your calls to your agent, once you have one, to the minimum necessary.

¹⁰⁶ Lukeman is one of those agents who are not accepting new clients. But you can rely with confidence on his expert advice, *How to Land (and Keep) a Literary Agent* (Lukeman

they simply gave up after being rejected by the six or eight agents they queried. Given the buyer's market you are entering, it is fantasy to expect to land an agent in your first round of queries. You must create a significant list of appropriate candidates to target—and “significant” means long, at least fifty, according to many industry experts. That does not mean going through a directory of agents such as the *Literary Market Place* and querying them all in alphabetical order. It means researching to determine which agents are appropriate for your book and career ambitions, and prioritizing them in order based on who you think would be ideal. Agents specialize in specific kinds of books—fiction versus nonfiction, commercial versus literary, adult, young adult or children's, within genres, and within markets (such as business, technology, art, and science). Some agents are relatively new and hungry, while others are well established and so highly selective that they will read only queries from writers referred by an existing client. Obviously, you need to target agents who are willing to represent works that fall into your book's categories. As well, you should review the most recent deals these agents have made to help you prioritize who to query.

One of your first considerations is whether you want to work with a large agency (such as ICM or William Morris) or one of numerous smaller agencies. At a small agency, you might receive more personal attention, have calls returned faster, and have easier access to agency staff. On the other hand, a large agency has clout when dealing with a publisher or other licensee while shopping the work and negotiating deals. The downside is that you would be one of many clients, so your concerns would not always be foremost on your agent's mind, and she and her colleagues might well be trying to place more than just your work in the same market. There is no reason not to add candidates from both large and small agencies to your list, but these considerations might determine how you order your priorities.

Discovering which agents currently and successfully represent books in your category requires research and organization.¹⁰⁷ There are several ways

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¹⁰⁷ Noah Lukeman recommends creating a spreadsheet to keep track of your candidates and their relevant information, their submission requirements, the status of your queries and submissions, etc.

to find good candidates for your target list, almost all of which are free or inexpensive. A few of the richest sources are described here, but you should dive into the web to find more.¹⁰⁸

One tried and true method is to call on your network of fellow writers, through your writers organization, classes or critique group, and ask people whose work is similar to yours for referrals. An agent will notice when a writer she represents or respects has referred a querier.

Another excellent resource is the Association of Authors' Representatives ("AAR") (www.aar-online.org). Membership in the AAR is restricted to agents whose primary professional activity, as shown by a substantial number of concluded deals over the past two years, is as a writer's (or playwright's) representative. Anyone can call themselves a literary agent (no license is required), but being in the AAR is akin to having a professional seal of approval. Members must pledge to abide by the organization's Canon of Ethics (available on its website) and to conduct their business strictly in the best interests of their clients.¹⁰⁹ The AAR website lists its members and their contact information and links to their websites.

Publishers Lunch (www.publisherslunch.com) is a free daily and weekly email newsletter and, crucially for writers seeking agents, offers an inexpensive database containing reported book deals. The newsletter is compiled and written by Michael Cader, a former publisher and bookseller, on the *Publishers Marketplace* platform. More than 40,000 editors, agents, booksellers, and writers subscribe. Each "Daily Lunch" provides the key stories of the day for the professional trade book business. The "Deluxe" version of *Lunch* at *Publishers Marketplace* (www.publishersmarketplace.com) costs \$25 per month. For that, you receive invaluable resources to help build your target agent list and learn what publishers are buying. Most agents and publishers subscribe, and they routinely report their deals, proposals, and acquisitions. As a subscriber, you can search the database of members' pages, discover which agents represents particular writers, and review thousands of reported acquisitions and deals, including the amount of the advance or license fee—key factors when ordering your target list. No other resource

¹⁰⁸ Refer to Chapter 1 for longer descriptions of various writers groups and many of the resources described here.

¹⁰⁹ This does not mean you should query only members of the AAR. Although they have proven experience and are manifestly ethical, it does not follow that other agents are not equally worthy. Many good agents simply choose not to join the AAR.

out there provides this information in one place in such an easily searchable format. Subscribers can also create their own webpages on the database with contact information, career highlights, proposals, and a checkbox to show they are looking for an agent. It also links you to various agents' blogs. While you are seeking an agent, the \$25 monthly fee for *Publishers Lunch Deluxe* is a very worthwhile investment.

Publishers Weekly, the weekly industry magazine, sends several free weekly emails with news of the industry. If you subscribe to PW online (www.publishersweekly.com) for about \$200 a year, you can access its searchable database of major reported deals, which names the agents who made the deals. This database only lists major deals, so is not as comprehensive as *Publishers Marketplace*.

The annual *Writers Digest Guide to Literary Agents* includes a blog (www.guidetoliteraryagents.com/blog) that is an excellent running source of agent information; it helps to cross-reference this resource against other sources.

The Literary Marketplace (LMP), an annual directory available in most libraries, lists agents that provide at least three references and every publisher currently in business, along with their contact information, areas of specialty, and submission guidelines. Be cautious when using the *LMP*. Although its publisher asserts that agents must submit client references prior to being listed as such, the *LMP* also contains advertising. Some of the entities that advertise as agents are not listed in the official directory.

Jeff Herman's annually updated *Guide to Book Publishers, Editors, and Literary Agents* is subtitled: "Who They Are! What They Want! How to Win Them Over!" As the name implies, the book offers in-depth information about what specific agents and publishers are seeking.

Another enterprising way to find candidates is to study the acknowledgments pages in your favorite books. If someone writing in the same field as yourself is so fond of her agent that she wants the world to know, that is a good sign that the agent is worth a look. You can then cross-reference the agent's name in the databases of the AAR, *Publishers Marketplace*, and/or *Publishers Weekly*.

Finally, attend writers' conferences and conventions. These forums provide opportunities to meet agents looking for clients and other writers and editors who might offer referrals. Many writers organizations arrange short meetings between members and appropriate agents. Although there

are usually fees to attend the conferences and additional fees to have a one-on-one meeting, if you are ready to market your work and your research shows that this agent could work for you, it might be worth every penny.

QUERIES: SUBSTANCE, TIMING, AND MANAGING THE PROCESS

Your next step is to send query letters to the agents on your list, which in essence is an invitation to review your manuscript or proposal, in whole or in part. Industry experts advise that you query not more than five to ten agents at a time from your list, and logically, you want to query them in order of preference. Wait to hear from those you have queried (or six to eight weeks for agents who do not respond) before moving on to your next batch of five to ten. There are entire books and several blogs that focus on how to perfect a query letter. What follows here are only the basic necessities of your correspondence with potential agents.¹¹⁰

First, follow every agent's submission guidelines to the letter. If you do not, chances are the agent will reject you out of hand. Enclose a self-addressed, stamped envelope (SASE) with all queries (and later, with manuscript submissions). The query letter should be both engaging and professional in tone, no longer than one 8.5" x 11" page, and should describe your publishing track record, if any, and your areas of expertise. Describe the completed manuscript (for novels) or proposal (for nonfiction) that is ready to be shopped to publishers. Never send an entire manuscript or proposal until the agent explicitly asks for it. If your query interests her, she will ask for a full or partial manuscript or proposal. Do exactly as you are asked (and remember to include an SASE with all submissions).

When an agent requests a full or partial manuscript, she might ask if you are showing it to anyone else or even to give her an exclusive period to review it, meaning you pledge not to show it to any other agent during that period. Understandably, agents do not like to read submissions when they know others are also considering them. Depending on how many rejections you have already received, you might be willing to agree, but give it some thought. Your opportunity to have other agents consider your work will be in limbo for

¹¹⁰ Do not deviate from these basics. Doing so will reveal a lack of professionalism and industry savvy that will turn off most agents.

as long as you agree to give one agent an exclusive.¹¹¹ Inquire up front how long an interested agent will take to read and respond to your submission. Depending on the kind and length of the submission, three to four weeks is reasonable; longer than that might be too long. If you do not hear from her within that period, you can then withdraw the submission or consider it no longer to be exclusive. If you send a manuscript for review without discussing exclusivity, and then receive a request from another agent, be clear with each before sending the work to the second agent. Above all, be forthright with everyone. The industry is very small and the agents could learn about your multiple submissions even if you do not mention it. Neither is likely to take on as a client anyone they think has not been honest with them.

READING FEES AND SCAMS

The Writer Beware website and blog published by the Science Fiction and Fantasy Writers of America (www.sfw.org/for-authors/writer-beware/) will keep you up to date on the many scams aimed at hungry writers. Remember, there is no license required to practice as a literary agent, and predators know that aspiring writers are vulnerable to schemes aimed at separating them from their money. Beware of self-styled “agents” who ask you for money to read your manuscript (“reading fees”) or who give your manuscript to a third party (who then asks you for money for “editorial services”) or who suggest a publishing deal is imminent, if only you will pay for some “insider’s” way to break into the business or to “fix” your manuscript. Gullible writers have been victimized many times by enterprises set up to exploit their aspirations by people who are not legitimate agents, editors, or publishers.¹¹²

In 1996, the AAR rejected the practice of charging reading fees by its member agents. That was done because while some respected agencies do charge reading fees—which can cost upwards of several hundred dollars—

¹¹¹ This is another reason why you should prioritize your list of candidates and query them in rounds of five or ten at a time. If you choose to grant exclusive reading periods, you want your top candidates to have them.

¹¹² This is not to say that an agent who recommends you have a professional freelance editor act as a book doctor to your manuscript before it is ready to be shopped is trying to con you; this happens often and is completely legitimate. What is not legitimate is when an agent gives or recommends the work to a “book doctor” without letting you choose, in exchange for a kickback. You should choose your own book doctor from among many good freelancers out there and pay a fair fee for their services.

many so-called agencies charge reading fees but do little more than cash the writers' checks. Even among legitimate agents that charge reading fees, an agent's income should be overwhelmingly comprised of commissions on the licenses they negotiate for their clients' work. Ask for a list of recent titles placed by any agent who asks for a reading fee (and confirm what they tell you through the resources described above). There are many ways to determine whether a proposed practice or assertion is true and complies with industry standards. If you cannot find out through Writer Beware or other industry research, ask an experienced author, another agent, trusted editor, or a writers' group or forum.

QUESTIONS TO ASK A POTENTIAL AGENT

If an agent expresses interest in representing you, arrange a personal meeting if possible, or a telephone conference at least. Do not be shy about asking to speak with current clients or other agents in the same agency. Prior to signing on with an agent, you need answers to some basic questions, either directly from the agent, from clients or colleagues, or from your own independent research:

How long has the agent been in the business? What is her recent track record in placing works similar to yours?

Specifically what services will the agent perform for you?

How many other clients does this agent represent in addition to you?

What size is the agency? Are there specialists in the agency who handle specific subsidiary rights, such as foreign or film deals?

How, and how often, are clients informed of the agent's activities in their behalf?

Are all offers brought to the client? If not, what are the criteria for rejecting offers without client consultation?

What is the agency commission for placing primary and subsidiary rights?

How and when are client funds distributed?

What expenses are charged to clients?

Does the agent have a standard author-agent agreement, or does she rely on a handshake to cement your business relationship?

How may the agency agreement be terminated, and on what terms?

The preferable answers to some of these questions are discussed in the following section.

AGENCY AGREEMENTS

As your representative, the agent has fiduciary duties to you, meaning that she is legally bound to protect and promote your financial and professional interests, to keep certain information confidential, and to refrain from acting in conflict with your interests. She also has legal control over your literary rights, meaning that she can legally bind you to most contracts dealing with your work even if you are not aware of them, and she might be entitled by virtue of those contracts to collect all funds due to you on your behalf. These are profound responsibilities, which is why you must trust the person you choose to represent you, and why you must also protect and police your own interests. Once you have done adequate due diligence and found a good match, it is worth asking for the author-agent agreement to be made in writing.

Traditionally, many agents and writers agreed to representation based on a handshake but documented the relationship in the publishing contracts for the client's work. Thus, virtually all agented book contracts include a clause that makes the agent a "third-party beneficiary" of the contract. The "agency clause" typically confirms that the agent represents the book, that all amounts due to the author are to be paid through the agent, and that the agent's commission is guaranteed. But these clauses leave out a lot of terms that are or could be critical to the relationship, and some agents now opt to ask their clients to sign a separate agreement delineating the relationship.¹¹³ The explanation of agency agreement issues that follows applies both to agency clause/handshake arrangements and to more fully fleshed out author-agent agreements. For simplicity, it will refer to both as "agency contracts" unless the context indicates otherwise.

The material terms in a typical agency contract include the scope of the agent's right to represent you and your work(s); the right of either party to terminate the relationship and the implications of termination; commissions and expenses; and the agent's duties to you. Some, but not all, of these terms are specifically addressed in the typical agency clause. If you do not have a written author-agent agreement, discuss the issues that are

¹¹³ The Authors Guild reviews proposed author-agent contracts for its members to explain their terms and help ensure that they are fair.

not addressed in the agency clause with your agent and at least get a verbal understanding on them.¹¹⁴

Exclusivity/Scope of Right to Represent. Most contracts give the agent “exclusive right of representation.” This means that during the period of representation, even if someone other than the agent places the book with a publisher or other licensee, the agent is entitled to her standard commission on the work and remains entitled to represent it for subsidiary deals. This is fair because agents are obligated to use their best efforts to promote the work and dissatisfied clients typically have (and definitely should have) the right to terminate the relationship at will. But beware: neither an author-agent contract nor an agency clause should contain the phrase “agency coupled with an interest.” This amounts to giving the agent an ownership interest in the work, and nobody but the author and her exclusive licensees should be entitled to an ownership interest (unless they actually helped create the work). If such a term appears in an agency contract, you should strike it. Similarly, avoid the “interminable agency” language that gives the agent the right to represent and collect commissions “on all proceeds from the work,” as opposed to proceeds from the contracts negotiated by her. The agent is entitled to fair compensation for making specific deals for the work. If the agency is terminated, the writer should be free to market unlicensed rights using another agent.

By the same token, it is prudent to begin an agency relationship by allowing the agent to shop one or more specific works as opposed to all of your literary works. If the relationship is terminated, there will be fewer ties to sever. The one-work arrangement allows the client to retain a different agent to market a different work. Your agent might object to this arrangement, unless you have an objectively good reason for doing so (for example, if the works represented by each agent are of different types or genres). Ask her if she (or possibly another agent in her agency) can effectively market other works by you.

Also, before blindly giving your agent the right to represent your work in all formats, including nonprint rights (such as film, electronic, merchandising) and foreign sales, find out whether the agency has a practice of

¹¹⁴ Because a verbal agreement is not ideal, you might consider following up your conversation with a letter confirming your mutual understanding of these issues if the agent does not want to enter an author-agent contract.

marketing such rights. Of course, many agents regularly and successfully use co-agents to place these rights, and industry standard commissions for the agent and coagent together are a maximum of 20 to 25 percent of the income from coagented subrights. That said, it makes sense to limit the scope of representation to those rights you know the agent can represent adequately, either independently or with coagents, based on her track record.

Services provided. Every contract should impose upon the agent the duties to use her best efforts to market your work, to submit all offers to the client (unless you specify otherwise), to obtain your permission before agreeing to or signing any contracts on your behalf, to take reasonable care of your materials, and to promptly forward royalty payments and correspondence. Agencies should segregate client funds from their own, which is a crucial protection in case the agency's bank or financial accounts are levied or it declares bankruptcy or shuts down. Insist on the agent's assurance that client funds are deposited in a separate account.

Commissions and Expenses. The vast majority of literary agents charge a commission of 15 percent on all earnings from the works they represent; this is the industry standard and is reasonable. (If they use a coagent for foreign or film/TV deals, they will take 20 or at most 25 percent, to be shared with the coagent.) A very few still ask for 10 percent. Most agents require their clients to cover the expenses associated with the representation. Your reimbursement obligation should be limited to specifically agreed expenses, and the agent should get your prior approval before incurring any single expense of more than \$50 or \$100. Agents who charge a commission of 15 percent (as opposed to the small percentage who take 10 percent) sometimes handle ordinary office expenses such as postage (but not FedEx or messengers), telephone, photocopying, and online research. If you agree to be responsible for such expenses, ask if you can undertake tasks that might save you money, such as providing photocopies of your manuscripts and proposals. The agent usually deducts expenses from the payments made to writers by licensees, and they should be accounted for on all client statements.

Most contracts say that the agent will collect all the proceeds for your work from the publisher and oversee the publisher's compliance with the contract (i.e., paying on time and correctly). This allows you to avoid administrative chores for which you probably have less expertise. The agent's standard practice should be to deduct commissions and expenses, if

any, and promptly pay the balance to you. The agent should examine your royalty statements and, if necessary, obtain corrected versions and payments due from publishers. Royalties can arrive from other sources as well, and you should be able to rely upon your agent to check the accuracy of these accountings. Although most writers are satisfied with receiving the statements sent through the agent from various payment sources, you should have the right per your agency agreement to receive an accounting from the agent with respect to funds received and, on reasonable notice, to inspect the agent's records relating to your works. As your fiduciary, the agent is obligated to keep your financial affairs confidential.

Separate payments. If you can persuade your agent, add a statement in the agency contract to the effect that if either the agent or the author requests, the publisher will send separate checks directly to each. This option can give you control over your own earnings and peace of mind, which is especially important if the relationship were to end with hard feelings. It also protects you in the event the agency ceases doing business or files for bankruptcy (it happens). But this term is somewhat controversial. Some publishers object because they fear liability to the agent if they send only the commission to the agent and the author owes the agent for expenses. Publishers also do not like to send two checks and statements when they can satisfy their legal obligation by sending only one. But if the agent asks for it, publishers tend to agree to add the term.

Agents naturally have concerns about the issue of separate payments. Some agents have agreed to add it to their contracts, but others object to what they see as having their hands tied when they are owed for expenses. They also question its effect on the author-agent relationship, which is ideally built on trust. When you interview your agent and talk with her clients prior to signing, ask about this issue. The agency's track record, the agent's reaction to the request, and her clients' reports about the promptness of remittances to them and the thoroughness with which the agent reviews statements could sway your views on how important this term is. Still, it makes good sense to ensure you have the right to separate payments when the agency is terminated if not before then.

Termination. As with most contracts, including an at-will termination clause is perhaps the single most important protection you can provide for yourself. Essentially, it should say that you may end the agency agreement by giving advance notice (no more than thirty days should suffice) at will,

or with or without cause (i.e., without having to give a reason). If the agent has lost interest in representing a work or you are displeased with the agent's representation, it is in both parties' interest to end the relationship quickly and cleanly. Of course, the agent is entitled to collect commissions on compensation earned for all works she has placed—and to some degree, where she has shown the work to a publisher that then licenses it—before the agency ended.¹¹⁵

A conflict could arise over whether a work shown to a publisher by a former agent entitles her to the full commission if the publisher decides to license it after the agency is terminated. An argument can be made that by marketing the work successfully, the former agent should be compensated as agreed. On the other hand, the former agent presumably will not negotiate the payment or contract terms, and so will not provide full service. Often, when the writer has retained a second agent, the new and the former agents can work out a satisfactory split of the commission, but to avoid this problem, it is helpful to set a time limit posttermination (such as four to six months) after which the former agent will be entitled to no commission even if a publisher she approached decides to offer for the book. In no event should you have to pay more than one full commission.

When the relationship is terminated, the agency clause in an existing publishing contract is unaffected—the agent generally continues to collect her commission on contracts already negotiated, executed, or earning money before termination. Most agents would understandably object, strenuously, to having any time period placed on their right to receive commissions on contracts they procured. As mentioned, commissions might be renegotiated if another agent is retained and she must do additional work to exploit certain rights, such as negotiate the underlying contract. Regardless of your former agent's success in placing a work, after the agency terminates, she should not be entitled to commissions on income from contracts and licenses she did not procure or negotiate. This includes new book contracts entered after the original publishing contract ends when the work goes out of print.

¹¹⁵ The terms governing termination should be set forth in a separate author-agent contract but do not usually appear in the agency clause in a publishing contract. If you are only relying on the agency clause, this sticky subject needs to be raised during your interview with the potential agent.

COLLABORATION AND GHOSTWRITING AGREEMENTS

"C collaboration is gelt by association." Playwright George S. Kaufman uttered this quip when describing his work with Moss Hart, Edna Ferber and others. You can be sure these professionals had collaboration agreements between them. If you are collaborating, either as a ghost or an "as told to" writer, an equal contributor to a project, or otherwise, you need one, too.

Under copyright law, the moment two or more creators begin working together on a single project, they might be subjecting themselves to legal obligations to each other that they do not intend. Whether or not you have a friendship or a highly productive creative relationship with your collaborator(s), a written agreement is absolutely necessary to ensure that your expectations regarding control over the work and the sharing of the rewards are mutually understood and binding. Ideally, your agreement should be finalized as soon as you decide that you will create an integrated work product together.

COPYRIGHT AND JOINT AUTHORSHIP

Under US copyright law, certain contributors share the copyright in a "joint work." A "joint work" is defined as a copyrightable work prepared