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AGENT'S RIGHTS

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QUESTION: Before I parted ways with my agent, I had sent him another manuscript. Does he have any rights in it?

ANSWER: It depends on what your contract says as reviewed and analyzed in view of the facts of your particular situation. Unfortunately, your contract is unclear, so expect to fight about what the parties think it says.

Per this provision:

"Author appoints Agent as his exclusive agent to negotiate the publication, sale, license or other disposition of Material, defined as Author's manuscript titled *The Great American Novel*."

The agent has the right to represent only the named manuscript. However, this provision cannot be read in isolation, because the contract also says:

"This Agreement shall govern all Material the Author authorizes the Agent to represent."

Taken together, the agent has the right to represent anything for which you give permission. For the manuscript you sent, the agent could fairly interpret this act as representation authorization. Did you mean that?

Since the contract has ended, can the agent no longer represent any of your work? Again, it depends on what else the contract says:

"Agent-of-record status shall continue for Agent's efforts begun before termination of the Agreement."

What are 'efforts'? Is the agent's receipt of your new manuscript an 'effort'?

This example stresses the importance of not only seeking legal advice prior to entering into an agency agreement, but also good writing, both in your work and in your contract. What the agreement says will govern the rights of the parties, including the disposition of any manuscript.

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