

## Publishers' Report Card Results

In the fall of 2006 The Writers' Union of Canada and *Quill & Quire* asked members of The Writers' Union of Canada to complete a sixty-two-question survey about their experiences with Canadian publishers since 2002. A similar survey was conducted in 1995.

The 2006 survey received 301 responses.

The survey questions covered six areas: Contract Negotiations, Editing and Acceptance, Layout and Design, Marketing and Promotion, Payment Practices, and General Communication. Members were asked to indicate, on a scale of one to five, to what extent they agreed or disagreed with statements about a publisher's practices.

- In 1995 marketing and promotion was identified as the area of greatest disappointment with only fifteen per cent of respondents indicating their publisher did an effective job promoting their work. In 2006 marketing and promotion was once again identified as the area of greatest disappointment. Only thirty-six per cent of respondents felt their publisher did an effective job of promoting and marketing their work.

Some respondents suggested that contracts should include a marketing and publicity plan, and others stated that the contract should include a promise to hire a freelance publicist to promote the work. Some suggested that when considering publishing with a new house authors should talk to other authors who have published with the house and ask specifically about their satisfaction with marketing and promotion. Others warned that authors should be prepared to do all the marketing and promotion on their own.

One author suggested, "Without promotion...there is no point in publishing a book. Unless publishers have a strong financial incentive to make a profit on books (instead of relying on grants) this situation isn't going to change and it leaves authors in a permanent state of poverty through dismal book sales."

Another author noted that publishing with a small house comes with the "attendant small house issues (i.e., little money for promotion)" while another stated that with a small publishing house you need to be "realistic in your expectations."

Expressing the frustration of many authors, one noted: "My publisher who was excellent in every other matter, failed me terribly re marketing and promotion. My publisher did nothing — not one thing to advertise or promote my book. He published it and that was that. I am grateful to have the book out, quickly and well edited, but bitterly disappointed that no one knows about it."

- After marketing and promotion members identified Payment Practices as their next greatest concern. Only forty-three and a half per cent of members felt that payment for their work was fair. With book authors' incomes from their writing averaging less than \$12,000 per annum, these results simply reinforce what the Union already knows to be true: writers are not fairly compensated for their work.
- Seventy-five per cent of respondents would work with their publisher again.
- Twenty-two per cent of respondents regretted terms they had agreed to in the contract.

Giving their publishers foreign rights was the most frequently noted regret. When considering foreign rights the Union reminds writers to consider whether or not the publisher has experience selling these rights successfully. If the publisher does not, the author should consider reserving the international rights and selling them separately himself or herself. The author can also consider licensing the foreign rights to the publisher for a limited time (e.g., two years) with the option of reverting these rights back to the author if the publisher has not sold them at the end of the period and if the author wishes to.

Authors also regretted agreeing to royalties based on "net" proceeds rather than list or retail price; clauses that stated no royalties would be paid on copies sold directly to the author; no escalation clauses; de-escalation for omnibus volume edition of works by the author; and the right of first refusal on their next work.

- Seventy-five per cent of respondents negotiated their own contract, twenty-two per cent of respondents had an agent negotiate their contract, and three per cent had a lawyer negotiate their contract.

## Advances

Authors responded as follows regarding the size of the advance they received for their work (see accompanying chart for additional details):

\$0	21 per cent
up to \$499	9 per cent
\$500 to \$999	14 per cent
\$1,000 to \$4,999	27 per cent
\$5,000 to \$9,999	8 per cent
\$10,000 to \$24,999	6 per cent
\$25,000 to \$49,999	6 per cent
\$50,000 to \$99,999	4 per cent
\$100,000 +	1 per cent

## Deep discounts

Unfortunately, only fifteen per cent of respondents completed the survey's question regarding deep discount sales. The Union has been concerned that some deep discount clauses may be applied to sales to the regular retail book trade, but the responses from this survey are too small to be conclusive as to what trend there may be in this area. The Union was pleased that of those who responded, the majority of authors did not report a large number of deep discounted sales. Four per cent of respondents reported that twenty per cent or less of their sales were at a deep discount rate, and a handful of authors reported deep discount sales totalling between twenty and seventy per cent of their sales.

One Kids Can Press author noted that deep discounted sales applied to more sales than anticipated, "Until I received the first royalty statement, I did not realise that so many copies would be sold at a reduced rate. I reckon that on these copies I received about twenty-three cents a copy instead of about a dollar a copy."

## Books published on time?

Seventy-four per cent of respondents' books have been published, twenty-five per cent have not.

Eighty-five per cent of books were published within the time period originally agreed to between the author and publisher. Seven per cent were published six months late, three per cent were published six months to one year late, two per cent were published one to two years later and 1 per cent were published more than two years late.

## Number of books printed on royalty statement

Twenty-eight per cent of respondents indicated that their royalty statements did not include the number of books printed. The Union considers this basic piece of information to be a valuable tool for assisting authors and publishers to monitor sales and ensure confidence in accounting figures.

## Genre

Thirty-four per cent of the respondent's books were fiction, thirty-three per cent were non-fiction, twelve per cent were poetry, and twenty-eight per cent were children's or young adults (respondents were allowed to answer as many categories as applied, accounting for responses totalling more than 100 per cent).

## The Best

Authors were most pleased with their publishers' editing, book layout, and design. In fact, more than seventy per cent of respondents indicated that the editing improved the quality of the text.

## Agents

Authors whose agreements were negotiated by agents had a higher degree of satisfaction, were more likely to want to publish with the publisher again, and received a higher advance.

There was very little difference between the number of titles published by authors who negotiated their own contract (7.85) and those whose contracts were negotiated by agents (7.97).

Of contracts for books negotiated by the author, thirty-one per cent were non-fiction compared to forty-two per cent of books negotiated by agents.

Authors whose contracts were negotiated by agents received larger advances, with an average advance of more than \$25,000, compared to authors who negotiated their own contracts and received an average advance of less than \$3,500. The median advance for authors who negotiated their own contract fell between \$500 and \$999, while the median advance for authors with an agent fell between \$10,000 and \$24,999.

At the same time one author noted, “I should have negotiated this deal myself, as my agent was no help at all.”

### **General Advice:**

Members provided a number of valuable recommendations in their comments. One author noted, “Read contracts carefully,” while others noted, “Read the books they publish,” “Check with authors who have worked with the publisher,” “Check who the editor for your work is,” “Approach them with quality work and let them know how your association can be mutually beneficial,” “Review contracts carefully and have them clarified before signing,” and, “As with every publisher, great patience is required.”

Another author noted, “After twenty-four books I have seen all sorts of things publishers do and don’t do. Personal relationship is the key at the local level, having an agent at the national/international level. You have to be crazy to be in any aspect of the book business. But I can no more stop writing than I can stop breathing.”

## **Authors’ Comments, Publisher by Publisher**

### **Coteau Books**

Coteau authors noted:

- Get input into who is editing your book — some are better than others.
- Lack of editor/author consultation.
- Coteau produces a well-edited beautifully designed book. Their marketing and promotion outside of Saskatchewan is almost zero.

### **Cormorant**

Cormorant authors noted:

- Have a good agent.
- It is a small press doing its best under difficult circumstances.

### **Doubleday**

Doubleday authors offered a variety of comments:

- Do it — Doubleday is a pleasure to work with.
- Make sure to work with an in-house editor as opposed to their hiring a freelancer. Your book will get lost in the shuffle otherwise.
- My book of fiction... [was delayed] ...because of a prolonged and complicated editorial process, which although somewhat painful, will improve the quality of the book in the long run.

### **Dundurn Press**

Dundurn authors had a number of comments, including:

- The promotion and publicity were abysmal. All readings etc., I had to arrange myself.
- Hire a publicist and/or be prepared to do your own marketing.
- Be aware that advances are small and promotion is sometimes good, but could be better.
- Advances have dropped over the years. As well, the contracts have become longer and more complex.
- The publisher promised to market/promote the book but did very little — how much of the non-results is attributable to lack of effort on the part of the publisher and how much to lack of interest in smaller presses from media/festival organizers etc, I don’t know.
- Get a commitment for marketing.
- My real concern was that there was no real editing.

### **Fitzhenry and Whiteside**

Fitzhenry and Whiteside authors noted: “Be prepared to do a lot of marketing yourself” and “Be flexible.”

### **Groundwood**

Groundwood authors suggested:

- Be aggressive with the publisher.
- I respect this publisher’s willingness to take risks with books, but Groundwood authors must take it upon themselves to ask about future plans for their titles (e.g., reprints, possible foreign rights).
- I have had many contracts with Groundwood and find the contracts clear and any negotiation quite straightforward.
- Try to find the right staff members to discuss promotion with. Groundwood can be intimidating, but they value their authors — so be bold.

### **Harper Collins**

- Harper Collins authors advised other authors “great choice of publisher,” and “get an agent.”

## Key Porter

Key Porter authors offered the following advice:

- Do it – be prepared to argue against editorial slashing.
- Fortunately I don't depend on income from my fiction writing. I felt the publisher did a nice job on editing and book production but did not put a lot of effort into marketing it – at least not with me. I had difficulty contacting the publicist.

## Kids Can Press

Kids Can authors offered a variety of advice to authors considering publishing with Kids Can:

- Do it!
- Be patient and helpful.
- I would advise the author to discuss marketing strategies ahead of time to ensure the publisher gets to the specialized markets and not just traditional ones.
- I wish I had questioned the lower royalty rates on discounted books and included an “escalator” clause for higher royalties when sales top a certain number.
- Until I received the first royalty statement, I did not realize that so many copies would be sold at a reduced rate.

## Knopf

Knopf authors suggested:

- Have an agent, always.
- Agent required.
- You are in the very best hands.
- Hire a publicist. Fight for promotional venues. Deal with festivals yourself.

## McClelland and Stewart

McClelland and Stewart authors offered a variety of suggestions:

- Go for it.
- Not strong on poetry promotion, but produce beautiful books.
- Insist on direct involvement in planning promotion and follow up to ensure results.

## NeWest

- One NeWest author, when asked what advice they would give to others who would like to work with this publisher, said, “go for it.”

## Orca

Orca authors offered the following:

- Orca is now geared to very specific age levels. They are very approachable (easy to contact) and their editorial staff is excellent.
- Be clear about what you want and what you expect in payments and in marketing and promotion.

## Ronsdale Press

- One Ronsdale Press author advised “go for it – great to work with.”

## Tundra

Tundra authors offered the following advice:

- Go for it.
- Follow up with marketing and promotion — there were errors in the promo material that needed correction. These were corrected immediately.
- Keep track of your communications. If you don't hear answers, follow up. The house sometimes needs to be pushed to get something done. On the other hand, the editors are excellent, many of the staff are excellent and dedicated. And unlike some children's houses, authors are allowed to have an opinion about illustration.

## Turnstone

Turnstone authors noted:

- Get more marketing specifics in the contract. Small presses are understaffed. The marketing people are generally inexperienced. Promotion budgets are small.
- I signed over subsidiary rights and the publisher has done nothing with them.
- It's a publisher with a good reputation, but don't expect much of their time other than excellent editing and design and getting the book into print.