

What are my obligations to a former literary agent?

Q: I wrote a number of books which were sold by my agent. Those books are now out of print and the agent is no longer representing me. The rights for the out of print books were reverted back to me. I am now representing myself and have a few publishers interested in republishing these out of print books. My agent feels that in the event that these books get republished that he should get his fee for the books as he did in the past. I understand that he sold these books originally, but the books are now out of print, he is no longer my agent and if it weren't for my efforts representing myself the books would never be republished. What are my obligations here? I want to do what is fair but I don't want an on-going relationship with my former agent.

According to Ginger Knowlton, Vice President, Curtis Brown, Ltd. "It's difficult to answer this question without looking at the agency agreement you signed with the agent initially. If there was no agreement, the answer is easy. I believe it's unfair and unrealistic of the agent to insist on receiving commission/fees on any new deals. Since rights to the original contracts reverted to you and you're no longer working with the agent, you should be able to do with them whatever you please. The agent has no legitimate claim in my opinion." That said, if you did sign an agency agreement, examine it carefully and see if there's anything that applies to this situation. Your question is so succinct that I imagine you've already checked that, but let this be a lesson to everyone: read those agency agreements and don't forget that there are agency clauses within your publishing contracts, too. Make sure you read those as well." 11:12/04