

FOLIO:PLUS

Ideas! Ideas! Ideas! And More Ideas for Successful Magazine Management

■ **Freelance Contracts: Look Beyond Acquisition Rights**

Acquisition of rights is only the beginning of what you should consider putting in your contract with freelancers, says Lawrence Savell, counsel in the New York City office of Chadbourne & Parke LLP. Here are some ideas from Savell's non-exhaustive list of other provisions to consider—subject, of course, to the advice of your own in-house or outside counsel: (1) **Subject and length:** Protect yourself against finding out at deadline that the writer's understanding of the topic and the length differs from yours. (2) **Deadline/format:** When do you want it, and in what form? (3) **Payment:** Some contracts specify that payment of the agreed amount to the writer is premised on the editor's or publisher's final acceptance of the work. Delivery of an unacceptable manuscript should not automatically require payment. If you choose to provide a "kill fee," the terms (and limits) should be spelled out. (4) **Reimbursement for expenses:** Some contracts note that adequate documentation and receipts are required for reimbursement of expenses. Many set a maximum amount unless prior approval beyond that is specifically given. (5) **Representations and warranties:** You may want the writer to make certain formal representations and promises regarding such fundamental elements as that he or she is the sole author of the work. (6) **Right to edit/modify:** (7) **Promotion:** If needed, ask for the writer's agreement to having the publisher or a third-party use the author's name, biographical information, photograph or other likeness in connection with the advertisement, publicity and promotion of the work.