

## Important \$\$\$-moneymaking information for Artists

I recently came across a Creative Gigs ad that basically states Payment would be "a percentage of future sales."

Sigh. I don't begrudge these "entrepreneurs" their grab at the brass ring but as a working artist, I wanted to give my two cents and give those artists tempted to engage in such a deal some food for thought in the form of a YES and NO condition structure. Please note that I will use "author" as a general term for any entrepreneur seeking art with publishing whether in print or online as the targeted industry so writers, please bear with me...

### **STEP ONE: YES - WORK FOR FUTURE ROYALTIES FROM FUTURE SALES .**

1. The author is a known commodity (ala Stephen King or J.K. Rowling) or the author is not known but has a letter from a publisher expressing interest in the proposed work. The letter should have the publisher's letterhead, address, and phone number as well as the interested editor's name and say that they are interested in the project.

If the "YES" condition listed above is met, then proceed full steam ahead and good luck!!! The chances are very good that you will be paid.

If the condition listed above is not met, proceed to STEP TWO: MAYBE.

### **STEP TWO: MAYBE - WORK FOR FUTURE ROYALTIES FROM FUTURE SALES.**

1. The author's Craigslist post indicates "Compensation: negotiable", "TBD", or any other acronym or phrase indicating payment is a possibility.

If the above "MAYBE" conditions is met, proceed to STEP THREE: THE DEAL.

### **STEP THREE: DEAL**

1. Following a portfolio viewing and decision that YOU are the perfect artist, the author is willing to split the OWNERSHIP of the work 50/50 and VERIFY such in a signed legal contract specifying OWNERSHIP and the PAYMENT breakdown. Writing is half the work, creating the art is the other half. (As someone who has two written and illustrated works published, both disciplines require equal work).

2. The author signs the contract with the elements listed above.

If both the above "DEAL" conditions are met and you feel it's a suitable deal, full steam ahead and good luck!

If the above "DEAL" conditions are not met, proceed to STEP FOUR: HMMM.

### **STEP FOUR: HMMM.**

1. The author feels strongly that a handshake or verbal agreement is contract enough. This is sometimes

accompanied by the admonition that "It's offensive to have their integrity sullied by the need to have a contract".

2. The author hems and haws about signing the contract but wants you to get started on the art for any number of reasons ranging from pitch art for Kickstarter funding to wanting to get "buzz" going.

If either or both of the above conditions are met, proceed to STEP FIVE: NO PAY, NO WAY.

#### **STEP FIVE: NO PAY, NO WAY.**

1. The author is Joe Mook from Palookaville with no VERIFIABLE track record of published works or VERIFIABLE contacts in the publishing industry. Just his word that he's "good" or a "real author" and will make lots of money.

2. The author's been published, but by a VANITY PUBLISHER. Vanity Publishing is where you pay the publisher to print your books. You could save up all your used toilet paper and get it printed in book form at a Vanity Publisher. You pay them, they don't pay you. If he can pay to have his book published, he should be able to pay you.

3. The author wants to play art-director and will not give you, the artist, creative control over the art. He wants to make the determination of "good" art versus "bad" art and will be art directing YOU (the one with the art experience). Really? Someone who can't pay an artist to do the art yet feels the need to art-direct? And you're so desperate to be recognized as an "artist" that you will basically bend over AND supply the lube for the privilege?

4. The author wants to keep the actual artwork without offering any payment for it because he feels his brilliance should be rewarded with a artistic "gift" from you. This is YOUR artwork, a record of your short time here on earth. Your mother would care for it more. Your children would get insight into you as a person, not just as a parent.

If any of the above conditions are met, back out quickly.

**IF YOU'RE STILL TEMPTED**, just ask yourself: "Would Judge Judy would consider me a moron for disregarding any of the conditions above and then whining about it after the fact?" If the answer is "yes", then back out quickly.

#### **FINALLY...**

Artists: Don't do any new samples under the guise of a "contest" or "test" hoping to get the gig; point them to your online portfolio. The "entrepreneur" should be able to determine from your already completed body of work what your capable of and whether you would be a fit for the project. Any "test" art or or free work done under the guise of a "contest" is either a blatant attempt to get free creative ideas they can steal, free art that they can steal, or shows a serious deficit in their ability to gauge your art skills from your portfolio.

Artists: You're the artist. Grow a backbone. Anyone who needs your talents is stating right up front they

know naught of art. Why would you listen to them if they're not willing to contractually obligate themselves to deal with you fairly?

"Entrepreneurs": Creative Gigs is a section for paying jobs that are not geared towards full or part-time employment. If you want FREE art or non-professional art, post in the Craigslist artists community board where people are happy to do free art.

And the slime flaggers who flag my screeds and who don't want artists to be informed, I can flag your ads as well as continue to post artist-valuable info.