

N I N K

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The Kobo Writing Life: A Contract Review

BY F. ROBERT STEIN

Editor's Note: This is the first in a series of three articles examining the publishing contracts of the Kobo, Nook Press, and Amazon Kindle digital publishing programs. The series was prompted by NINC member requests for clarification of certain contract provisions and is offered for educational purposes.

At the request of Novelists, Inc. I have read the **Kobo Writing Life Independent Publishers Program Terms & Conditions** — last updated August 2, 2012 (the “Kobo Contract”) — which appears online at <https://merch.kobobooks.com/writinglife/en-US/serviceAgreement.html>, as well as the Kobo Content Policy, Privacy Policy, and Terms of Use.

In this article I will express my *personal opinions* as to what I consider to be the most important provisions of the Kobo Contract, and as to how the Kobo Contract differs from the form contracts used by traditional large New York print publishers. I will also touch lightly on the other documents mentioned above. Note: this is not intended to be an exhaustive review of each and every sentence in the various documents... just those provisions I consider most significant to most authors.

For the same reason, if you are thinking of publishing your book(s) via Kobo, you should of course read the Kobo Contract and its attachments, rather than relying solely on this article.



Robert L. (Bob) Stein

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eBook-only

First, I should state the obvious: the Kobo Contract is designed to permit publication of an author's work in ebook form only — and only for reading on the Kobo eReader device and on computers and other devices using Kobo software. The Kobo contract does *not* provide for any print publication.

“Publisher” versus “Author”

The Kobo Contract refers to the person providing the work for publication by Kobo as the “Publisher” of the work, rather than as the “Author.” Kobo considers the author to be the publisher, using the Kobo platform to publish the author's work.

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If you have questions regarding Novelists, Inc., please contact a member of the Board of Directors.

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President:

Laura Parker Castoro
Laurawrite@aol.com

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mirlacca@live.com

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Complete committee member listings
are available on the website:

<http://www.ninc.com>

Central Coordinator:

Tonya Wilkerson, Varney and Assoc.
Novelists, Inc.
P.O. Box 2037
Manhattan KS 66505
Fax: 785-537-1877
Ninc@varney.com

Website:

<http://www.Ninc.com>

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Introducing...

The following authors have applied for membership in NINC and are now presented by the Membership Committee to the members. If no legitimate objections are lodged with the Membership Committee within 15 days of this Nink issue, these authors shall be accepted as members of NINC. For further information or to recommend eligible writers, contact:

Membership Chair: Tracy Higley
tracy@tracyhigley.com

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Recommend membership to your colleagues.

Prospective members may apply online at
<http://www.ninc.com>. Refer members at ninc.com.
Go to Members Only, "Member Services" and
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NINC Statement of Principle: Novelists, Inc., in acknowledgment of the crucial creative contributions novelists make to society, asserts the right of novelists to be treated with dignity and in good faith; to be recognized as the sole owners of their literary creations; to be fairly compensated for their creations when other entities are profiting from those creations; and to be accorded the respect and support of the society they serve.

“The Author’s World” includes a B-E-A-C-H

It’s getting to be that time of year when we think about what our summer is shaping up to be like. Where will we go? What would we like to do? Where will our pennies allow us to go and do what? Which things do we put at the top of the list along with the also-rans? It’s also the time of year when most NINC members start making their decisions about the NINC Conference, scheduled this year for October 24-27 in Myrtle Beach, SC. For most of us, it’s a matter of how many conferences we’ve already committed to, where the money is best spent, and, let’s be honest, have we been there before and does it sound like a fun location?

The last two I can answer for you. No, NINC hasn’t been to Myrtle Beach before and, yes, it will be a fun location. It’s got beach, and water, and spa — did I say beach? — and lovely vistas, and shops, and restaurants, and beaches. I know, but I’ve lived most of my life far, *far* from sand and surf. So any location that has beach in its title gets an automatic second look in my book.



Laura Parker Castoro

More seriously, NINC is one of those organizations that doesn’t have local branches that allow us to interact all year long. If we don’t come together once a year, then we begin to fray badly. We don’t even know who else belongs. We lose the cohesiveness that keeps any organization vital, its membership engaged, and its members willing to participate in the very necessary administrative work required to keep us going.

I know. I’ve made all the excuses myself:

1. Can’t afford it this year. Legit. Or is it? Can you afford not to be there?
2. Tired of traveling. Hmm, comes with the territory of being a 21st Century human. We live everywhere. Most of us have to travel most of the time to get to any conference.
3. I’ll see my friends at other events. Perhaps, but they won’t be all hearing the same publishing business news at the same time in real time so you can react and discuss together and come back later that day or the next, and get or make clarifications with the industry’s top people. There’s a lot to be said for being present. How hard was it to describe a “lifeboat” to those who didn’t attend last year?

Another reason to attend. NINC is growing, and new members mean the possibility of new friends with new skills and points of view on the business. Two for one there.

4. Did it last year so maybe next year. *It never fails to be that the skipped year is the year to be there.*
5. Won’t I hear the same thing I heard before?

Of all the above concerns, this one is probably the most important and urgent one for a organization that has business as its *raison d’etre*. And, a more than fair question: what do I get for my bucks?

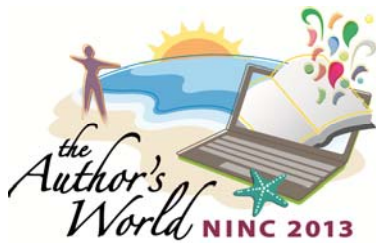
We like to think the business doesn’t change that much in any given year. Well, of course, we know that the past few years have made a lie of that presumption. The publishing business is moving at breakneck speed. I almost fainted when I saw my most recent contracts. Printing out five copies each for the three ▶

took more than a ream of paper. I kid you not. Keeping up with all those clauses and changes is like trying to drink from a fire hose. We get a lot at a NINC conference, if you're like me more than you can handle, but we don't get it all, not nearly. Repetition is good. It helps fill in the cracks of our memory of things. I knew what things to look for, and so did my agent. And, yes, I'm self-pubbing my back list. Thank you, NINC.

So now I want to ask you a question. Please answer me directly in email, or you can answer on the threads. *What is the one thing that would bring you to Myrtle Beach without fail?* What do you want? This is not an easy or glib question. It's the question conference planners try to anticipate and answer every year. Often the roster of participants isn't seen as impressive until they've been heard. The great *ah hah!* takes place after you've gotten there. So, what will bring to you Myrtle Beach, besides the b-e-a-c-h.

I hope you decide to join us. We will be better with you there. We promise that you will enjoy yourselves. If not, come see me there, and I'll see what I can do about that.

— Laura Parker Castoro



Is Your Business a Family Business?

Then the 2013 NINC conference “The Author’s World” is a *can’t miss* for you.

So many spouses, family members, and good friends have become involved in the new family business of publishing that we’re offering workshops and panels to discuss how authors make this work right now — and how they may be able to make it work even better.

It used to be that family members supported an author by honoring the closed office door and offering meals (and quiet!) during marathon deadline sessions. There wasn’t much more to be done but make sure the book was finished and was turned in to the editor on time.

Things have changed. Traditional publishers expect authors to be active in social media, blog, be marketing savvy, and work on platform building, in addition to getting the book written and meeting the deadline. Indie authors may set their own deadlines, but they know how important the next book is to the overall bottom line of their writing careers, in addition to the marketing and business side of things.

Nowadays, family support often takes the form of bookkeeping, marketing, social media coordination, analysis of sales and marketing data, and overall project management. This is the kind of support that requires more than an understanding nature and the ability to order pizza. It’s the kind of support that requires insight, patience, training, and an environment where the author support team members can share with each other what is working and how to change things when they don’t work.

An exploration of how to make your support team work will be available at the conference in October: support for authors who aren’t sure what kind of support team to build or how to train them effectively; support for valiant family members and friends who have waded into the murky author support waters without a handbook. This new breed of industry professional needs some of the same information as the authors they support. What is effective social media, good cover design, engaging back cover copy, top notch marketing strategies? About the only thing author support team members don’t need to know is how to write the book.

This is yet another frontier in the new world of publishing and only one thing is clear: tackling how to train and nurture an author support team (home grown or not) is one way to make sure the business part of the author biz runs smoothly when the writer’s office is off-limits and the race to the deadline allows for nothing but writing, editing...and a bite or two of the pizza slipped inside the door.

You’ll want to be there to hear from these intrepid assistants, and to learn how you can develop one of your own! Plan on attending the NINC Conference in Myrtle Beach, October 24–27.

Already have an author support team or a potential trainee? Author support team members may register as industry guests at the special rate of \$150 for First Word (Thursday) only, \$150 for the conference (Friday and Saturday), or \$260 for both days.

— Kelly McClymer, Conference Co-chair



Literary Legal Counsel At NINC 2013 Conference

BY SANDRA KITT, CONFERENCE PUBLICITY COORDINATOR

If you've been a member of Novelists, Inc. long enough, sooner or later you will have met, heard, or read something by New York intellectual property attorney, F. Robert Stein. Over the years, Bob has attended numerous NINC conferences, and he has written for *Nink*. (Reveal: Bob negotiated my first film option, based on a script I'd written for my then-unpublished novel.) In case you haven't been paying attention to the conference updates, this is a **REMINDER** that Bob will attend the October conference as one of our guest speakers. Given the times that Bob has used his column in *Nink* to respond to members' specific concerns, it is felt that his presence and participation will add value to members' attendance. He will be a significant part of **First Word: Putting The Writer First** on Thursday, October 24.

But there's more! Attorney Stein has generously agreed to conduct six hour-long sessions in which NINC members will have the opportunity to question him on contractual and other literary legal issues. Bob has himself suggested that, since the wording of any given contract is critical to understanding where there may be a problem, members selected to be part of the sessions will be encouraged to bring a copy of a contract with them.

Bob Stein counsels and represents authors, literary agents, and others in publishing negotiations and disputes. He also reviews book manuscripts prior to publication for libel, copyright, and other problems. Bob also has represented film producers in more than 250 projects, including many that were Academy Award winners and nominees. Bob has held positions in the legal departments of Warner Publishing, Random House, Simon & Schuster, and CBS, and has authored numerous articles on publisher's contracts for RWA's *Romance Writers' Report*, *Nink*, and *Mystery Writers of America*.

Note: because it's anticipated that there will be lots of questions for Bob, the decision has been made to allow only six members to take part in each of the six hour-long sessions. Members *must* be registered for the conference and may only attend one session. This is to allow as many as possible to be able to ▶

take advantage of Bob's expertise. The selection process will take place at the end of August and will be on a strict *first-come, first-served* basis. The August *Nink* will announce the exact start date when members may email to bid for a slot. Please also remember that the Early Bird registration rates terminate on August 31. An announcement will go out when all the slots have been filled. In the event that slots remain open, a second announcement may be published in the September *Nink*.

It's probably fair to say that not many writers, if any, enjoy the luxury of never having to question a contract clause or wording. Attorney Bob Stein's presence at the conference in Myrtle Beach will be an excellent opportunity for members to level the playing field.

Call to Action:

Details for the day-to-day schedule of the conference are falling into place. However, the Committee would like to extend to the members a chance to let us know if you have suggestions for Night Owl sessions, roundtables, or panels. So far we have confirmed the following speakers: Lisa Cron for story technique; Bob Stein, Attorney; Carrie Ryan, bestselling YA author; Mark Coker of Smashwords; Mark Lefebvre from Kobo; Lucia Macro, Avon Executive Editor; Jim McCarthy of Dystel & Goderich Literary Management; Lisa Erbach of Vance Literary Agents; Dana Borowitz, Hollywood agent; and Kam Miller, scriptwriter, just to name a few. A complete list will be posted in an upcoming issue of *Nink*. *And, it goes without saying* (but I'll do it anyway) that there will be a need for volunteers willing to lead/moderate Night Owl sessions. More information on how to volunteer, coming up.



The Kobo Writing Life

Continued from page 1 ▶

Changeable contract terms

The most remarkable difference between this contract (and Web contracts generally) and traditional book contracts is that this contract is subject to change at any time, *after* it is accepted by the author and by Kobo, unilaterally at Kobo's sole discretion. The author will not even know that the contract has been changed, unless the author periodically revisits the contract form on Kobo's website.

What is the author's remedy if Kobo decides to change the contract terms? To withdraw her works from sale on the Kobo platform. Period.

No traditional book publisher would dare to tell an author, after publication of the author's books, "We don't care whether you stay or leave... we decided to change our contract [or, for instance, the royalty rates under our contract]... take it or leave it." But in the world of the Internet, such practices are not unusual.

Age requirement

Authors who wish to publish through the Kobo Writing Life Independent Publishers Program must have reached the legal age of majority in their place of residence. In most American States that is age 18 (19 in Alabama and for unmarried persons in Nebraska).

Grant of Rights

Unless otherwise specified by the author, the Kobo Contract provides for worldwide publication of the author's work. However, the author may specifically limit (and periodically change) the territories granted to Kobo. Given the difficulty of limiting access to anything generally available on the internet, Kobo promises only to make "commercially reasonable efforts" to limit access in the territories reserved by the author... it does not guarantee that the author's work will not be available to consumers in those territories. This

approach results in a certain amount of risk to the author if she wishes to enter into an exclusive publication contract with a publisher in a given territory, and to include ebook rights in the grant to that publisher.

Also, the Kobo Contract does not grant Kobo the various subsidiary rights typically demanded by traditional print publishers, such as book club, translation, audio, multimedia, merchandising, film & tv, etc.

Essentially, Kobo wants only the right to make the author's work available for reading via Kobo devices and software, whether directly to consumers or via third party booksellers, distributors, etc.

Also unlike most traditional print publishers, Kobo does not claim the right to modify the author's work, whether for "standard copyediting" or otherwise. However, the flip side of that is that Kobo does not promise to proofread or otherwise edit the author's work, so she would be wise to have it professionally edited and proofed before delivery to Kobo.

Ownership

Kobo expressly acknowledges the author's ownership of her work, and that all rights in her work not expressly granted to Kobo are reserved to the author.

However, Kobo does not undertake to include any copyright notice in the work or to register the work for copyright in the US or elsewhere. It is left to the author to perform both of those tasks.

Encryption

If requested by the author, Kobo will protect the author's work against unauthorized copying and/or printing. Kobo also states that it generally uses "advanced security methods to protect the content in transit, and locally, by employing encryption and hash algorithms." One might reasonably ask Kobo what additional methods are used to provide the extra protection on request, and whether there are any disadvantages to the method used that might deter consumers from purchasing the author's book.

Term and Termination

This is another huge difference from the traditional print publisher's contract: the author may terminate Kobo's rights at any time, for any reason (or no reason at all), on 10 days' written notice. Of course, Kobo may also terminate the agreement, and cease publishing the author's work, at any time, for any reason or no reason. In my opinion, this benefits the author, who may find she has a more lucrative publishing option after Kobo's publication of her work than she did before, and who might need to get back all of her rights before she can exploit that other option.

Pricing and Payments

Given that Kobo views the author as the publisher of the book, it is not surprising (except in comparison to traditional print publishing contracts) that Kobo requires the author to determine the suggested retail price ("SRP") for her book.

The suggested retail price is important, because the author's compensation is based upon the SRP. However, as a seller of the book, Kobo reserves the right to sell the book at whatever price it chooses in its sole discretion.

Kobo has a two-pronged payment policy:

- (i) For books which:
 - (a) are protected by copyright, *and*
 - (b) are granted to Kobo in all territories in which the author has rights (typically the entire world) *and* are offered by the author to Kobo at a SRP which
 - (c) is no higher than \$12.99USD and no lower than \$1.99USD in the US (and conforms to other specified price ranges in other countries); *and*
 - (d) is at least twenty (20%) percent below the SRP of the physical edition of the book, if one is available; *and*
 - (e) is less than or equal to the lowest price provided by the author to any third party; then Kobo will pay the author seventy percent (70%) of the SRP for each copy sold where and while the above criteria are met. ▶

(ii) For all other books, Kobo will pay the author forty-five percent (45%) of the SRP for each copy sold.

As noted above, Kobo reserves the right to change these criteria and these payment terms at any time.

Unlike any traditional print publisher, Kobo offers the author the choice of currencies in which to be paid.

The Kobo Contract includes the following provision: “Each Party shall pay on behalf of itself, in addition to any other amounts payable under these Terms, any sales, use, excise, value-added, services, consumption, personal property, gross receipts, or any other similar taxes that may be imposed by any taxing jurisdiction upon such Party by reason of the transactions contemplated under these Terms, including Taxes levied.”

If the author is the publisher making the sale (and receiving a very substantial portion of sales proceeds), then in those states where online sellers are required to collect and to pay sales taxes, the author may well have liability to the states.

Accordingly, authors may do well to discuss with Kobo how this is supposed to work... does Kobo accept any responsibility for the collection of sales taxes, and for sharing with the author the obligation to pay the states, in such proportions as the portions of sales proceeds each retains?

And now the good news: unlike traditional print publishers, Kobo reports and pays sums due to authors *each month* (rather than semi-annually), within 45 days following the end of the month for which payment is made. Kobo reserves the right to withhold payments until they equal \$100, but does not seem to withhold statements for such purpose.

Note: It is important that the author review all statements carefully and promptly... Kobo will not correct any errors unless you notify them of such errors within six months of receiving the applicable statements. Note also that the Kobo Contract does not include any audit right for the author... this makes it very difficult for the author reliably to determine whether a given statement is accurate or whether sales and amounts due are understated.

Warranties and Indemnities

I find nothing unusual about the warranties and indemnities the author is required to make to Kobo. However, most large New York book publishers have “publishers’ perils” or “errors & omissions” insurance policies which cover them, and also their authors (even if their contracts do not expressly say so), so that the authors’ liability under the warranty and indemnity provisions of their contracts is generally limited to the deductible of the policy. I do not see any reference in the Kobo contract to any such insurance or any such limitation. Authors might want to inquire of Kobo before publishing on its platform, particularly if the subject matter of their books suggests that claims might reasonably be expected to arise.

Limitation of Liability

Unfortunately, this is a one-way provision, which only limits the liability of Kobo to the author, and does not at all limit the potential liability of the author to Kobo. This is a clause one does not typically see in a traditional print publishing contract.

Confidentiality

As mentioned above, the Kobo Contract is available online to anyone who searches “Kobo Terms” with a browser. It is very odd, then, that the Kobo Contract imposes on the author a duty not to make any public disclosure of the Terms of the Kobo Contract, or of any “information disclosed or obtained as a result of the relationship of the Publisher [i.e., the author] and Kobo under these Terms, and shall not disclose any information regarding such matters without the prior approval of the other party.” Presumably, then, an author who tells her friends how many copies of her book she has sold via Kobo, or how much money she has earned, is in violation of her confidentiality obligation.

General Provisions

Please be aware that all matters relating to the Kobo Contract and the Kobo eReading service are governed by the laws of Canada and the Province of Ontario, and that each Kobo author agrees to submit to the personal jurisdiction and venue of the courts of the Province of Ontario (which means that all Kobo authors

can be sued in Ontario, Canada).

Unlike most traditional print publishers, Kobo reserves the right to assign any or all of its rights under the Kobo Contract to any third party, without the author's consent. Again, the author can vote with her feet, by withdrawing her book from publication via the Kobo platform and software.

Kobo's Content Policy

(Available online at <http://www.kobobooks.com/contentpolicy>)

This policy states that "Adult or explicit material depicting illegal acts or deemed to be exploitative shall be considered pornography and blocked or removed from the Website." It also requires that "appropriate" adult or explicit sexual material be labeled so that readers may choose to read or to refrain from reading such content.

The policy specifically identifies commercial pornography, child pornography, and "pedophilia, incest, bestiality, exploitation [undefined!], and sexual violence or force" as unwelcome at Kobo.

The policy also forbids publication of material that "promotes hate toward groups based on race or ethnic origin, religion, disability, gender, age, veteran status, and sexual orientation/gender identity," "direct threats of violence against any person or group of people," "content that contains graphic violence," and "instructional material regarding the creation of weapons of mass destruction.

Finally, the policy prohibits the unauthorized publication of "people's private and confidential information, such as credit card numbers, social insurance numbers, driver's and other license numbers, and other personal information that is not publicly accessible."

There are several other prohibitions as well, but those are unlikely to be of concern to most book authors.

Kobo Privacy Policy

(Available online at <http://www.kobobooks.com/privacypolicy>.)

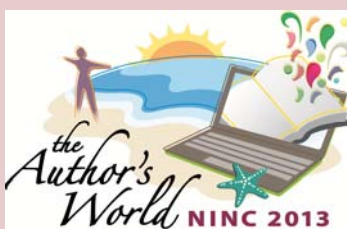
This policy describes how Kobo collects, uses, and/or shares your personal information (such as your real name, your email address, user name, password, country of residence, credit card info (probably including street address)).

This policy is somnoric in the extreme, but is probably worth reading.

Terms of Use

This policy is similar to nearly every other website's terms of use, and is even more sleep-inducing than the Privacy Policy. It basically describes what you can and cannot do on the Kobo website and Service, and should be completely irrelevant to any writer who prides herself on being a good, honest citizen.

Bob Stein is an attorney with Pryor Cashman LLP. He counsels and represents authors, literary agents, book publishers, and others in publishing negotiations and disputes. He also represents film producers in the pre-release review of screenplays and films and assists insurers of film and television productions in determining the insurability of various productions. He previously worked in-house at Random House and Simon & Schuster, and was General Counsel at Warner Books, DC Comics, and the other publishing divisions of Warner Communications.



NINC 2013 Conference

Myrtle Beach, SC • October 24-27

Members' Early Registration (ends August 31) — \$350

Don't miss out on any of the speakers, the information, the networking of the Novelists, Inc. Annual Conference!

Kindle Worlds = Worlds Burning?

BY MATT FORBECK

Amazon just announced a new program called *Kindle Worlds* that allows writers to sign up for no-mess licenses for established fictional worlds to self-publish stories in them. In essence, they're letting fan-fic writers (amateurs who write such stories for fun) make money off their work. As a writer who's made a good chunk of money writing official stories for such things, this is a brain-busting concept. So let's break this down a bit.

So far, they only have a few worlds available — *Gossip Girl*, *Pretty Little Liars*, and *The Vampire Diaries*, all from Warner Bros. — but let's assume they have more in the wings. Also, if any of this takes off, we can expect a deluge of such licenses.

As a writer, I can write whatever I want in these worlds, within certain limits: no pornography (no *Fifty Shades of Gossip!*), no excessive violence (interesting to see vampires get around that), no crossovers (Patton Oswalt won't get his *Avengers/Star Wars/X-Men* crossover this way — yet), etc. For longer works (10,000 words or more), I get 35%, half what Amazon normally pays for books priced between \$2.99 and \$9.99. For short stories (which will be priced under \$1), I get 20%, which is more than half of the standard 35%. The licensor (owner of the original world) gets the rest of the royalty — whatever that is. Amazon doesn't say.

As a writer, it feels like splitting the royalty on the book with the owners, which seems fair. Standard royalties on work-for-hire tie-in novels range from 8% all the way down to nada. Of course, those contracts come with an advance, which *Kindle Worlds* (like all self-published Kindle books) doesn't offer.

There are some catches:

The books are exclusive to Amazon, which owns all publishing rights. Seems like a fair tradeoff for getting the licenses set up. When you write official tie-in books, the owners of the world get those rights anyhow, and that's probably what Amazon is sealing up here.

Royalties are based on what Amazon gets for the books, which is standard for self-publishing but not traditional books. Fine.

Other writers can build on your material just as much as on the original material. That's fair.

The real kickers:

“We will also give the World Licensor a license to use your new elements and incorporate them into other works without further compensation to you.” Which means you give up all future rights to your work. If you come up with the basis of the next film set in that world, thanks. Hope your book sells a lot more because of it. Still, this is the same arrangement as with traditional tie-in work.

“Amazon Publishing will set the price for *Kindle Worlds* stories. Most will be priced from \$0.99 through \$3.99.” This takes a bit of the control out of the writer's hands. You can't charge a premium, and you might wind up getting paid a quarter of what you're hoping for.

They can also nix books for things like copyright or trademark violations, excessive use of brands (which they likely mean from outside the world in question), and “poor customer experience” (which means badly made e-books, but could be broadly interpreted).

So what's all that mean? To me at the moment, nothing. I don't have any interest in writing for the worlds they've lined up so far. They've promised a lot more of them to come, but we'll have to see who signs up for such things. At the moment, it looks like they've convinced Warner Bros. to dip their toe into the pool, but it may be that other creators/owners will want to wait to see what happens before they jump in, too.

For the publishing industry, it could mean a lot of things.

Is it the death of tie-in novels? Maybe. For owners interested in conscientious and purposeful brand extensions (like Blizzard is with the *StarCraft* story I wrote), I don't see them wanting to dive into this.

Developing the official version of their universe is far too important to them for them to leave it to writers given (mostly) free rein.

However, for owners of worlds that lay fallow, this could make a lot of sense. One of the biggest reasons that companies don't hand out licenses for fiction is that it takes too much time to hassle with approvals. Someone has to actually read the stories, make sure they fit the brand, don't offend anyone involved, and so on. With Kindle Worlds, none of the stories would be official canon for the worlds, and Amazon will do all the heavy lifting for approvals. All the owner has to do is collect the checks and be happy that the fans are out there continuing to have fun with the world in question.

In the long run, we could see some interesting developments. What if one of the stories takes off and becomes the next (non-pornographic) *Fifty Shades of Gray* (which famously began its life as *Twilight* fan-fic)? I suspect Amazon will put out a dead-tree version of it through a new publishing imprint — or through the most appropriate of their already existing imprints. They might even have the owner give the book the official stamp of approval and enter such a bestseller into canon.

In this sense, Kindle Worlds could allow owners of popular fictional brands to crowdsource content. If the experiment succeeds, they can skim the cream off the top — as defined by the sales numbers Amazon can give them — and proclaim it as their own, which it is in every legal sense. If it fails, they've put enough space between themselves and the Kindle Worlds material that they can deny every bit of it as non-canon fluff.

The real winners then are:

Amazon (who makes money off every sale either way)

The owners of those worlds (who make money, too, and may wind up with some real prizes)

Fan-fic writers (who have been writing this material anyway and may now find both money and recognition for their work)

Who loses? Potentially professional tie-in writers, who may find that no one wants to pay them to do this kind of work when others will do it for free. On the other hand, there's nothing to stop such people from diving into Kindle Worlds hard. They give up advances, sure, but they stand to make a *lot* more on royalties — if their stories take off.

Honestly, the advances for most tie-in novels are lousy. It's one reason I don't write many of them anymore. (I sometimes make exceptions for friends, properties I love, and publishers with large checks. If all three come together, it's nerd-vana.) If writers have to forgo a \$5,000 advance to gain a 3500% increase in royalties, it might well be worth it.

Movie novelizations will survive, I think, if only because they require advance access to the script and timing that allows them to come out at the same time the film's released.

The other potential loser? Traditional publishers who bring standard tie-ins to market might have a hard time of it, especially if their books aren't considered to be part of the world's canon. Why should a reader care about one of those books more than a Kindle Worlds book? Sure, professional writers and editors may usually do a better job of it than gifted amateurs, but what happens when those same pros dive into the Kindle Worlds market?

I might do so myself, if and when Kindle Worlds lines up the right property. Hell, I might be able to run a Kickstarter to get the advance lined up for me, deliver the book through Amazon, and then rake in 35% royalties for my trouble. That's a tempting deal.

So that's the kicker right now. If Amazon can persuade enough other owners to sign on, this will be more than a bold new experiment. It'll redefine tie-ins from square one.

Matt Forbeck has designed collectible card games, roleplaying games, miniatures games, board games, and logic systems for toys and has directed voiceover work and written short fiction, comic books, novels, screenplays, and computer game scripts and stories. His work has been translated into Finnish, French, German, Hungarian, Italian, Japanese, Norwegian, Polish, Portuguese, Russian, Spanish, and Swedish. This article first appeared on the author's blog at www.forbeck.com. It is reprinted with the author's permission.

When Bad Meditation Inspires Better Writing

BY JULIETTE FAY

I've tried meditation off and on since my twenties, and I love the concept: quieting the mental noise, clearing away the chatter for a period of time, inviting stillness. With four kids and their friends coming and going from our house like it's a train station on the Green Line, meditation seems deliciously luxurious, like going to a spa for the mind.

But I am so bad at it.

I took it up again about two years ago when I started writing my newest novel, *The Shortest Way Home*. One of the principal characters is a massage therapist who practices yoga and meditation. I wanted to get to know her better, so I took out a bunch of yoga and meditation DVDs from the library.

There is quite a range out there, from the childishly simple to the impossibly difficult, with practitioners who range from bouncy cheerleaders to bearded older men. There was even one guy who had two attractive women on either side of him for every pose. I started calling them Tony Orlando and Om. Made it very difficult not to giggle, which I assure you, is not yoga appropriate. You may smile beatifically, but you may not titter derisively or the yoga police show up.

After sampling all of those DVDs, I bought the ones I liked best. My favorite is narrated by a lovely middle-aged French woman. She describes the poses in the most luscious French accent, occasionally mispronouncing words, which always makes me smile. Here I am struggling to get into proud warrior pose without toppling over, and she's saying the word "soothes" in two syllables: "sooth-es." It makes me feel just a little less hopeless.

After the yoga portion, she guides you through a meditation, murmuring in her blissfully peaceful Frenchness, about "sitting at the center of all things" and "wrapping your energy around you like a shawl." Let me tell, you I am down for that. I am on board.

And yet, I can't hold it together for more than about eight seconds before my unruly mind wanders off like a squirrel contemplating the possibility of a nut buried in the next yard. My brain will not behave. There is all this lovely gonging music and soothing talk about blowing thoughts away like feathers, and I've got a whole swan's worth swirling around me like a blizzard.

What I've found is that some of the thoughts are random and useless. Other thoughts, however, have purpose. Those purposeful thoughts are generally on the topic of whatever story I'm working on. And they are like fireflies blinking their little thought lights at me, illuminating things about the plot or characters that hadn't been able to *slow down enough* to ponder.

Sometimes it's something ridiculously simple, like using the word "ricochet" instead of "bounce" in that scene I wrote three weeks ago. And I'm sitting there in my darkened basement with the lovely French woman cooing encouragingly from the TV, and I'm thinking, "Of course! Ricochet is *worlds* better than bounce!" and wanting to write it in spit on my yoga mat so I won't forget. I have actually considered bringing a pencil and paper to my meditation sessions. Yes, I am *that bad* of a meditator.

But I keep doing it and here's why: first, it's just so pleasant. I feel all mentally shiny and nice afterward. I'm better at not yelling when I find that wet bathing suit on top of the basket of clean laundry, or that teenager-pillaged pie I was supposed to bring to a dinner party. I'm naturally peaced-out.

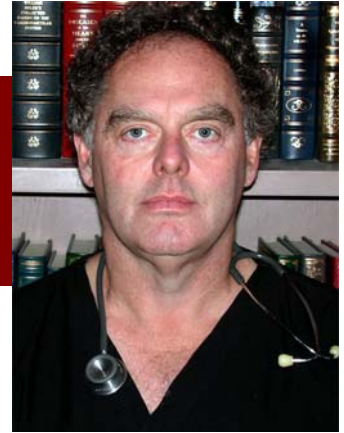
Also, I am in the zone to write. I've got bits of dialogue and plot fixes and descriptions of clothing. I've got stuff I never even knew I needed. In fact, I try to schedule my meditation when I know I have at least an hour free afterward to capture all the little pieces of story that moved in when I was supposed to be mentally cleaning house.

Weirdly, there's still a small part of me that thinks meditation is a waste of time. After all, I'm not actually experiencing what it's supposed to be all about — the oneness, the quietude, the stillness — so does it even count? Did it even happen? Shouldn't I be engaged in more tangibly beneficial pursuits, like checking to see if that fascinating link I posted got re-Tweeted? (Twitter. So important.)

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Forensic Files

By D. P. Lyle, MD



Murder by Transfusion Reaction

Q: In my story, an elderly and seriously ill man is murdered by a nurse who switches the blood he is to receive, causing a reaction, which kills him. How does this reaction occur and what symptoms would the victim have?

A: Transfusion reactions come in many varieties. They may be as mild as a rash or perhaps chills and fevers or may be so severe as to cause death. First let's look at why these reactions occur.

The red blood cells (RBCs) are the carriers of oxygen from the lungs to the tissues and of carbon dioxide from the tissues to the lungs. This is accomplished by using the hemoglobin inside the RBCs. The RBCs also have antigens on their surface. It is these antigens that cause the problem. These antigens are designated either A or B. From these our blood typing system (ABO System) has been derived. Type A blood has only A antigens, Type B only B antigens, Type AB both, and Type O neither.

Simple so far. But, the serum of the blood (the liquid part) also carries antibodies. It is the reaction of these antibodies with the antigens of the transfused blood that causes problems.

Type A serum (that is the serum of people with Type A blood) has Anti-B antibodies. Type B has Anti-A antibodies. Type AB has neither. Type O has both Anti-A and Anti-B antibodies.

TYPE	Antigens on RBCs	Antibodies in Serum
A	A	Anti-B
B	B	Anti-A
AB	AB	None
O	Neither	Anti-A and Anti-B

Reactions occur when blood with the right antigen is given to a person with its corresponding antibody. For example, if a Type A person (who has Anti-B antibodies in the serum) receives Type B blood (which has the B antigen on its RBCs) or Type AB blood (which has both A and B antigens), an adverse reaction will occur because the Anti-B antibodies in the recipient's serum will react with the B antigens on the transfused RBCs. This is a transfusion reaction. The result is agglutination, or "clumping," of the blood cells and the release of several harmful chemicals, which cause the symptoms and signs of this basically "allergic" reaction.

It gets more complicated than this because there are a multitude of other antigen-antibody problems with blood matching. Antigens like the well-known Rh Factor, which is either positive or negative, and many others, mostly named after the physicians that discovered them. Your "blood type" is typically expressed only in terms of the ABO and Rh systems. For example, a person who is A-Positive has Type A blood and the Rh Factor Antigen is present, while a person who is O-Negative had Type O blood and the Rh Factor is absent.

Because of the multitude of potentially problematic antigens, prior to transfusion, blood is "typed and cross matched." This is done to test the donor's blood directly against the recipient's blood for any antigens and antibodies that might cause the blood to be "incompatible" and, thus, lead to reactions. In very emergent situations such as gun shots, stabbings, or automobile accidents where the victim is bleeding to death and there isn't time to do a complete cross match, "type specific" blood is given.

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WRITING is TAXING

By Diane Kelly

Could Forming an S Corporation Save You Money?

One of the biggest surprises to my self-employed clients was the self-employment tax. While all were aware they'd owe income tax on their net earnings, they often did not realize they were also obligated to pay Social Security tax, a.k.a. "self-employment tax," if their net earnings totaled \$400 or more.

Social Security taxes are currently 15.3% of a taxpayer's salary or net earnings from self-employment. This 15.3% includes two components — a 2.9% Medicare component and a 12.4% Old-Age, Survivors, and Disability Income (OASDI) component. While the Medicare component applies to unlimited amounts of income, the OASDI portion applies only to salary or net earnings up to the annual wage base limit, which is \$113,700 for 2013.

You may have heard that you can save on Social Security taxes by forming an S corporation ("Small Business Corporation") for your writing business. This savings is possible given the way that an S corporation is taxed for federal tax purposes. While a C corporation pays tax on its income at corporate tax rates, an S corporation does not. Rather, an S corporation files a return but pays no tax at the corporate level. The S corporation return is merely an informational return that details the corporation's earnings and shows how the income was allocated among its shareholders. All of the S corporation's income then flows through to its shareholders and is reported and taxed on the shareholders' individual returns at each shareholder's individual tax rate.

If an S corporation pays a writer-shareholder only a portion of the net earnings as salary, all of the S corporation income would be subject to income tax at the writer's individual tax rates, but only the portion designated as salary would be subject to Social Security tax.

Let's look at an example. Say Betty Bestseller has net earnings of \$150,000 from her writing business in 2013. If she reports the entire amount of earnings on a Schedule C as a sole proprietor, she would owe a total of \$18,448.80 in self-employment tax. This total includes taxes of 15.3% on the first \$113,700 (\$17,396.10) plus the 2.9% Medicare tax on the amount above \$113,700 (\$1,052.70). If she formed an S corporation and paid herself a salary of \$75,000, the total Social Security taxes would be only \$11,475 (\$75,000 x .153). Thus, Betty would save \$6,973.80 in taxes.

Sounds great, huh? But you know by now that nothing is that simple when it comes to taxes.

The problem is, Social Security taxes are not the only financial variable to take into consideration. When deciding whether it makes sense to form an S corporation, a writer must also consider the following:

1) The costs of forming and maintaining an S corporation can be significant.

In addition to the initial filing fees, legal and accounting services will likely be needed to ensure the writer is meeting its tax and other legal obligations. An S corporation return and payroll tax returns would have to be filed, resulting in additional fees to the writer.

2) The salary will be subject to federal and state unemployment taxes.

For 2013, the federal unemployment tax rate is 6% of the first \$7,000 in wages or salary, for a total of \$420. The federal tax can be offset by a credit of up to 5.4% for state unemployment taxes paid, thus potentially reducing your federal unemployment tax to .6%.

State unemployment tax rates vary. Check with your state labor board to determine your state's rate.

Keep in mind, too, that because the writer owns the S corporation and thus controls whether he or she is "employed," the writer is not likely to be entitled to any unemployment benefits should the writer en-

counter a dry patch with no contracts or earnings. Thus, by forming an S corporation, you may end up paying unemployment taxes with no chance of benefiting from the payments.

3) Forming an S corporation might subject the income to additional taxes it would not be subject to if the writer maintained a sole proprietorship.

In Texas, for example, an S corporation's income is subject to state franchise tax, while sole proprietorship income is not. A similar tax is imposed in California on S corporations but not sole proprietorships. Therefore, in some cases, forming an S corporation to save Social Security taxes can backfire.

4) The writer might receive less credit toward Social Security benefits.

While Social Security benefits might not be a significant concern for a writer who has saved for retirement, a reduction in benefits could affect a writer who is counting on Social Security income later. On the other hand, if the salary a writer is paid by the S corp gives the writer the maximum credit toward Social Security, benefits would not be affected. You may wish to contact the Social Security Administration for information on how benefits are computed.

5) If the writer's net profits are not significant, the savings may be nominal.

For instance, let's assume a writer earns \$40,000 in net profits from writing activities. If the writer allocates half of the earnings as salary, the writer will save \$3,060 in Social Security taxes ($\$20,000 \times .153$). This amount of savings could easily be eaten up in legal and accounting fees.

In addition to these financial variables, the writer should also consider the additional time that will be involved in forming and maintaining the S corporation. No doubt the writer will spend more time interacting with tax professionals and dealing with legal paperwork, as well as dealing with payroll issues.

Finally, be aware that the S corporation issue is a hot-button topic at the IRS. The IRS is aware that many S corporation shareholders are utilizing this tax loophole, and the service has been cracking down on S corporations that do not pay the employee-shareholder a reasonable salary. The reasonableness of a salary depends on the circumstances of each case, but the IRS is paying particular attention to situations in which the S corp's income is largely derived from personal services provided by an employee-shareholder. In these cases, the IRS is much more likely to assert that a high percentage of the S corporation's income should be allocated to salary. Therefore, there is some risk that if you do not pay yourself a salary that the IRS deems reasonable, you could find yourself facing a tax bill and the S corp could be for naught.

Because everyone's situation is different, it might be worth having a talk with your tax advisor about whether forming an S corporation is right for you. Be sure to ask your tax advisor to address all of the financial variables. If significant tax savings would result, it could be worth it to form an S corp. If the savings will be nominal, you might be better off using your time to write.

Diane Kelly is a retired CPA/tax attorney and the author of the humorous Death and Taxes romantic mystery series and a self-published romantic comedy.



When Bad Meditation Inspires

Continued from page 12 ▶

A mind like mine needs all the quietude it can get—even if it's only dull-roar-itude. So I'll keep meditating. Feel free to join me. I promise not to smirk if you bring a pencil and paper.

Juliette Fay's latest novel, The Shortest Way Home, was chosen as one of Library Journal's top five Best Books of 2012: Women's Fiction. Her second, Deep Down True, was short-listed for the Women's Fiction award by the American Library Association. She can be reached through her website at www.juliettefay.com.



Photo by Sabrina Ingram

Not Your Usual Writing Advice

By JoAnn Grote

A Sometimes Unwelcome Guide

“We cannot escape fear. We can only transform it into a companion that accompanies us on all our exciting adventures.”

— Dr. Susan Jeffers, author

At the end of my May column, I wrote, “Follow your muse, not your fears.” Yet, we all experience fear. It is making a decision based on fear I find unsettling — and like most people, I’ve made such choices too often in life. Those choices usually resulted in frustration, discouragement, lack of energy, and sometimes in anger and bitterness. Though I often need to remind myself, trusting the muse or inner voice instead of fear usually results in serenity or excitement or an intriguing mixture of both, and the things I feared seldom come to pass.

A decision based on fear might include continuing to write in a genre we no longer love rather than write a book our heart is calling us to write — and not see that we may be able to do both or slowly transition from the “old” genre. We may stay with a publishing house where we feel underpaid and under-promoted for fear another house won’t want our skills — a fear less overwhelming in today’s e-market world than in the past. We may not indie publish our back list because we fear the challenge of learning how to do so.

There’s a reason fear exists. It’s easy to see that in possible life-threatening situations fear is a warning system: take shelter from the tornado, don’t let children play in water without supervision, slow down when driving on ice.

Fear can act as a warning system in our careers, too. It puts us on notice to pay attention and act accordingly. In its most basic form, it is guidance. The above-mentioned fear of leaving a publisher is legitimate, but that doesn’t mean the fear is telling us to stay with that publisher forever. Rather, it may be time to begin to make a plan to leave, to talk with other writers who have changed publishers to find out how they survived it with their careers intact, to explore other publishing houses, and put together a proposal to approach other publishers.

Writing blocks are often a form of fear, whether it’s a block that lasts for months or a block that lasts for a few hours while we avoid putting the next words of our story on paper or screen. Avoidance of the page or keyboard is fear trying to get our attention. Maybe the fear is telling us we don’t know enough about the next scene, and need to clarify the purpose of that scene, what place it has in the mystery or the relationship-building, or whose point of view will best present the scene. Fear in the form of a writing block is likely meant as guidance that we need to figure something out before we get to the page, rather than guidance to give up on the project.

Sometimes we’re afraid because we’ve forgotten our purpose. Henry Ford said, “Obstacles are those frightful things you see when you take your eyes off your goal.”

“I’ve taught my head to serve my heart,” singer Kenny Loggins is quoted in *AARP The Magazine*, “so when I get a crazy intuitive idea, my brain’s job is to figure out how to achieve the goal, not scare me off with reasons why it’s impossible.”

When fear shows up, it might be time to remind ourselves of the reasons we chose this profession or the vision we have for the current project. Turning our attention to reaching that goal may cause the fears to fall away.

When I was still unpublished, I attended a workshop in which NINC member Judy Baer warned the audience to “mind the niggles.” Niggling feelings often relate to what appear to be small issues. It’s not unusual to think the item isn’t important enough to spend time on. If it were, our logic excuses, wouldn’t we receive a stronger message? Niggling items are those we ignore only to later say, “I knew I should have paid attention to that nagging thought.” I think of niggling items as little fears, the kinds that are easy to brush aside.

A niggle might be caused by a paragraph that doesn’t “feel” quite right, a word that doesn’t exactly describe an action or color or feeling, or a fact we’re 95 percent, but not 100 percent, sure is correct. It might be a contract clause that we don’t like but doesn’t seem important enough to ask the publisher to change. Ignoring that kind of niggle can have long term, serious effects on our careers and finances.

Whether faced with niggling thoughts or a mountainous fear, we can receive a gift of guidance if we re-check our goals and pay attention.

JoAnn Grote is the award-winning author of 38 books, including inspirational romances, middle-grade historical novels, and children’s nonfiction. Contact her at jaghi@rconnect.com.

Forensic Files

Continued from page 13 ▶ A person’s blood type can be determined in a few minutes, but cross matching may take hours. In these cases, a Type A person receives Type A blood and everyone hopes for the best.

In your story, I would suggest that you have your victim be Type A and have the nurse switch the blood for Type B. This would definitely cause a reaction. The patient would develop fever, chills, and a diffuse, irregular red rash over his entire body. This could begin within minutes or might be delayed for a few hours. He may develop a full blown anaphylactic allergic reaction, which would be the above symptoms, plus shortness of breath, low blood pressure, and severe shock with pallor, cold clammy skin, and a bluish tinge to his lips and fingers and toes. Since this represents the severest form of allergic reaction, it would develop fairly quickly and could lead to cardiac arrest and death. If the victim survives all this, there is a strong probability that his kidneys would be severely and irreparably damaged, requiring dialysis.

D. P. Lyle is the Macavity Award-winning and Edgar, Agatha, Scribe, and USA Best Book Award-nominated author of many nonfiction books as well as numerous novels, including the Samantha Cody and the Dub Walker thriller series, and the Royal Pains media tie-in novels. He has worked with many novelists and writers of popular television shows. Dr. Lyle is a practicing Cardiologist in Orange County, California. See his website at www.dplylemd.com or his blog at <http://writersforensicsblog.wordpress.com>. This Q&A is republished with the author’s permission.

Business Briefs

Compiled by Sally Hawkes

Congress Reviewing Copyright — Good News or Bad News?

Is the digital revolution damaging copyright protection, or is it holding back free expression and technology innovation? The government has always looked at copyright as an exchange of ideas and not necessarily worried about individuals making a living at writing. Are they going to be as confused about print digital conversion as they were about music?

Are Copyright Laws “Still Working in the Digital Age”? House Judiciary Chair Pledges Comprehensive Review

<http://tinyurl.com/msmus8m>

Does Influential Report Get Copyright’s Goals Right?

<http://www.authorsguild.org/advocacy/does-influential-report-get-copyrights-goals-right/#more-2840>

Congress Begins Copyright Review, Hoping for Consensus, Civility <http://tinyurl.com/ko66gae>

Authors Guild

The Mad Scribbler

By Laura Resnick



Oz

“I now believe that, for the rest of my career, I will keep delivering good books into what turn out to be mediocre or bad publishing situations, and working primarily with publishing professionals who demean me and belittle my work — or who love my work and do a great job... but then quit, get fired, fold, or get instructions to dump me.”

— Laura Resnick, December 2006

Boy, was I depressed when I wrote that on NINCLink more than six years ago. Depressed for months, in fact. For a while there, I could barely get out of bed. I couldn't see anything but gray fog.

That's what this business had done to me.

After losing yet another publisher in the summer of 2006 and losing yet another agent that autumn, I was really struggling with the all-too-familiar challenge of getting up off the mat again.

This was roughly the sixth time I'd lost a publisher (they either dumped me or folded under me); it was such a frequent occurrence in my career that I was losing count. This publisher had also damaged my previously healthy sales figures in the fantasy genre before dumping me. (Thanks, guys! Nice parting gift.)

This was also the fourth literary agent I'd parted with on sour terms. (One dumped me; I fired three.) Noticeably disengaged even before the publisher dumped me, the agent was thereafter “busy” or “unavailable.” After a couple of months of this, she one day mistakenly thought I'd sold a book without her, and she contacted me to demand that I pay her a commission on it. There was no book deal (no submission, nothing), but take a *wild* guess at what I decided to do about this agent at that point.

Anyhow, throughout many years of such events, my ability to get back up after taking a hit had always been my most reliable quality. It was the reason I had a career: because I always got back up. It was just what I did.

But in late 2006, I was so winded, I couldn't do it. I just lay there, depressed, demoralized, and deeply pessimistic.

Prior to that instance, I had always believed, through years of a very rocky, grueling, disheartening career, that I'd eventually get past the bad times and finally be in a stable association with an engaged agent, a capable editor, and a good publisher. For years, I'd survived blow after blow by relying on that gut-level conviction that if I hung in there, stuck it out, kept trying, and kept getting up off the mat, things would eventually change. I'd get to that golden place. I'd reach Oz.

But after losing yet another publisher and being let down by yet another agent, I just couldn't get up again. Maybe it was because of the force of that double-punch: publisher and agent, each so full of the usual promises when we first met, had done a sharp one-two number on me: **Bam, BAM!**

Or maybe this had just been one too many blows for me. Over the years, every promising new association, opportunity, or circumstance in my career soon delivered a sucker punch, and I wound up lying on the mat *again*. Every prince turned into a toad. Every garden turned into a swamp. Every damn time.

I was all out of optimism. All out of try. This industry had finally managed to suck it all out of me, and now I was empty. I didn't know how to get up and keep going anymore.

Because I by now believed that if I somehow found the juice to get up *again*... I would just keep *on* getting assigned to bad editors or losing good editors (who resigned or got laid off). I would *keep* seeing my books published in a mediocre-to-inept manner despite all the glittering hints dropped and the unfulfilled promises made to me. Publisher after publisher would just *keep* dumping me. (And no one can build a career that way; I'd spent my entire professional life just fighting to keep my head above water while various publishers tried to drown me.) I would just *keep* entering new agency relationships that soon wound up like celebrity marriages: tabloid fodder and 911 calls. I by now believed this would never change. The exact same crap that had been happening to me repeatedly since the start of my career would just *keep* happening.

I was in a very dark place. Even now, years later and happy in my career, I feel sad remembering it.

Yet despite how unhappy and drained I was back then, I didn't consider quitting. I had tried twice before to quit writing (precisely because I was sick to death of the publishing industry) and found that I couldn't. I'm a writer. That's who I am and what I do. I can't change; I know, because I tried.

I had also learned that as long as I was going to write, I wanted to be paid for it. This is my full-time self-supporting profession, not my hobby. I'm proud of it — and it's also all that I know how to do. I sold my first book when I was 25, and I'd only had a series of odd jobs before that, not a profession.

And six years ago, being paid for writing necessarily meant dealing with publishers. So after spending a few months curled up in a fetal position, I finally got myself up off the mat (once *again*). I did it by focusing on this guiding principle: Follow your bliss, and take charge of your fate. For me, this necessarily included shedding literary agents from my business model — a decision that was easy to implement, since no agents wanted me, anyhow. It also meant doing a broad submission with the second book of my recently canceled urban fantasy series, despite conventional wisdom (among agents, at least) that the series was now unmarketable.

That submission wasn't the only iron I planned to stick in the fire, but things happened so fast after that, I never commenced Plan B (or C, or D, or E). Within a few weeks of submission, I had a good offer from DAW Books, a prominent *sfff* house. And since they were my top pick (due to their unusual reputation for treating authors and books well), I was back to feeling resilient and full of try.

What's brand new and completely unprecedented, though, is that six years later... things are *still* going well for me at DAW Books. This isn't just the longest good run I've ever had at a house; it's the *only* good run I've ever had at a house. Signing with DAW Books (which my third and fourth agents kept declining to submit my work to, by the way) has created a huge sea change in my career and my professional experiences.

They've edited, packaged, and published my books well. They've consistently treated my work like a valued professional asset and treated me like a respected partner in the publishing process. They pay me well and promptly, and they've kept all their promises to me. The first five books of my urban fantasy series are in print (including book #1, which DAW reissued after I retrieved the rights from the original publisher), the sixth book will be released this year, and I am currently under contract through book #10 — of a series that was previously dumped, unwanted, and characterized to me any number of times as unmarketable.

In working with DAW Books, I am *finally* building career momentum rather than just trying not to drown. And I am finally *happy* in my career, rather than perpetually resigned, resentful, anxious, depressed, demoralized, and stressed. This is also the first time in my career that my income has ever been stable enough for me to buy a home — which I did nine months ago.

In other words... I've reached Oz! I'm here! And it really *is* the Emerald City!

Yeah, sure, this publishing relationship could fall apart and go to hell; the earth was made round, after all, to ensure that we can't see too far down the road. But I'm grateful that I've so far had six good years with DAW — which is at least five good years *more* than I've ever had with any other house. (And, in fact, this wholly unprecedented experience has restored my optimism; so, I feel like this could continue going well for some time.)

So, I want to assure my fellow authors, some of whom may be struggling to stay afloat in the sewage-ridden swamps where I spent so many years trying not to drown, that Oz really exists, and *this* is what it looks like: a company that publishes your work well, treats you as a respected professional partner, and keeps its promises to you. ▶

And here's the discovery which I'd like to share with the various publishers and literary agencies that I worked with over the years: All it took for me to be happy and for my career to blossom was for me to work with capable and engaged people at a well-run business that has integrity and commitment. What a concept.

The Misfortune Cookie, the sixth book in Laura Resnick's urban fantasy series, will be released in November. The first five books are all currently available: Disappearing Nightly, Doppelgangster, Unsympathetic Magic, Vamparazzi, and Poltergeist.

Business Briefs

Curbside Presents Dark House Press

Curbside Splendor, proclaimed a literary fiction house in 2010, is starting a new imprint of neo-noir and speculative fiction in 2014. Dark House Press will have both short stories and novels. The editors are asking for "an elevated perspective, a literary voice" that should stay away from formula and expected story lines and characterizations. Richard Thomas, editor-in-chief, is planning to launch in spring 2014 with *The New Black*, a noir anthology and *Joshua City* by Okla Elliott and Raul Coement, described as speculative fiction/science fiction, Volume I of a trilogy. All Curbside Splendor books have simultaneous releases in print and digital.

PW Daily

ASAA After Dark Becomes XOXO After Dark

Pocket has "refashioned" Pocket After Dark as XOXO After Dark (<http://xoxoafterdark.com/>). It highlights romance, urban fantasy, and women's fiction. It combines a social community and marketing by providing exclusive material as well as the means to communicate with readers, editors, and, wait for it, authors. Author interviews and live chats are provided, along with free full-length books and other reading inducements. This is Pocket Star eBook Originals' exclusive space, and the publisher also presents e-book editions of print authors.

PW Daily

Calling Sheldon, Leonard, Howard and Raj for a New Digital Book Discovery App. June 6

OK, the publisher is still trying to figure out what to do about the digital revolution, so here comes a new twist. It's just a small request — "Use imagination and technology to build software that goes beyond the traditional ways we read and discover books."

That's the Booksmash Challenge from HarperCollins. <http://booksmash.challengepost.com/> Oh, yes, the deadline is September 5, and winners will be announced in October. Grand Prize – \$15,000; Runner up – \$8,000; Popular Choice – \$2,000; HarperCollins Recognition Award – Non-cash, recognition-only for large organizations. As of June 10 (four days after registration started), their resource page reads "Like the mythical unicorn, that page does not exist."

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