

N I N K

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NOOK Press: A Contract Review

BY F. ROBERT STEIN

Editor's Note: This is the second 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 NOOK Press Terms & Conditions – last updated 4/17/13 (the “NOOK Contract”), which appears online at <http://tinyurl.com/n5bqsb8>, as well as: the NOOK Pricing and Payment Terms (<http://tinyurl.com/n2ge2up>), the NOOK Press Content Policy (<http://tinyurl.com/l6vhzh2>), the Barnes & Noble Privacy Policy (<http://www.barnesandnoble.com/help/cds2.asp?pid=25560>), Mobile Privacy Policy Supplement (<http://www.barnesandnoble.com/mobile/legal.asp?view=fullpolicy>), and the Barnes & Noble Website/NOOK Store Terms of Use (<http://tinyurl.com/4g62lv>).

In this article I will express my *personal opinions* as to what I consider to be the most important provisions of the NOOK Contract, and as to how the NOOK 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. **Caveat:** 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 NOOK, you should of course read the NOOK Contract and its attachments, rather than relying solely on this article.

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E-book-only

The NOOK Contract provides only for e-book publication... not audio, print-on-demand or conventionally printed editions... and only for reading via the various NOOK reading devices and on computers and other devices using NOOK software.

Changeable contract terms

The NOOK Contract states that it may be changed by Barnes & Noble at any time in its sole discretion, and that Barnes & Noble may provide notice of changes by posting the new or revised agreement on the NOOK Press *Continued on page 6* ▶

Novelists, Inc.

FOUNDED IN 1989

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Jasmine Cresswell

Maggie Osborne
Marianne Shock

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Evan Maxwell	Vicki Lewis Thompson	Lou Aronica

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

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Chair: Elaine Isaak

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Nink Online Index

Denise Lynn

Nominating

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Coordinator

Dianne Despain

Website

Chair: David Wind

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Complete committee member listings
are available on the website:

<http://www.ninc.com>

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Manhattan KS 66505
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Website:

<http://www.Ninc.com>

Address changes may be made on the
website.

Members without Internet access may
send changes to the Central Coordinator.

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All rights reserved. No part of this
newsletter may be used or reproduced
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permission.

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

New Applicants:

Leanne Banks, Moseley, VA
Stacey Brutger, Eden Valley, MN
Claire Cook, Marietta, GA
Vicky Dreiling, Katy, TX
Molly Fader (Molly O'Keefe), Toronto, Canada
Katherine Garbera, Haines City, FL
Lisa Kessler, El Cajon, CA
John Peak, Dixon, NM
Nina Roy (Nina Lane, Nina Rowan, Natasha
Rostova), Middleton, WI
Linda Williams (Willa Blair), San Antonio, TX
Patricia Wright (Patricia Thayer), Anaheim, CA

New Members:

Maria Geraci, Tallahassee, FL

NINC has room to grow...

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
click "Refer a New Member to NINC." Take
NINC brochures to conferences. Email Pari Taichert
with your mailing address and requested number of
booklets: ptaichert@comcast.net.

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.

Biographies for the Upcoming Election

President-elect

Julie Leto is the *New York Times* and *USA Today* bestselling author of more than forty novels. Published first by Harlequin in 1998, she has gone on to work for four different publishers, including Simon & Schuster and Penguin Books. Currently, she's pursuing the wild world of independent publishing, first through a re-release of her backlist of suspense and paranormal titles and now through new spin-offs of those earlier works. A graduate of the University of South Florida with degrees in Creative Writing and Speech Communication, Julie is a Florida native with deep roots in the Italian-Hispanic culture of her hometown of Tampa, where she often sets her books. She lives north of the city with her teenage daughter, a spoiled dachshund, and a haughty Lynx-point Siamese. A long-time member of NINC, she hopes to continue the tradition of bringing together writers of different genres and routes to publication.

Treasurer

Ashley McConnell has published 17 novels and several short stories, including one in the first NINC anthology, *Cast of Characters*. Her first novel was nominated for the Bram Stoker Award. She was the Registrar for the 2011 NINC conference and has served as Treasurer since April 2013. In addition to her fiction work, Ashley has written nonfiction about writing, science, and the culture of large companies. She is currently engaged in backlist publishing and developing a new mystery series, which may (as these things do) turn into stand-alone fantasy novels.

Nominating Committee

Cynthia Bailey Pratt published her first book, a Regency romance, in 1991 with Berkley. Since then, she's written historical romances, paranormal romances, more regency romances, and Americana. She's also worked in politics and sales. At the moment, like many others, she is experimenting in the fresh area of e-pubbing with an epic fantasy, *Hero for Hire*. Cynthia joined NINC just about as soon as it came into being as it proved to be the perfect blend of camaraderie and ethical professionalism. As the traditional market tightens, NINC should become an even more active voice for the professional author and a resource to safeguard our rights for the future. Cynthia and her husband, empty-nesters, are currently plotting a move to Orlando, Florida.

A *USA Today* bestseller, **Kathryn Shay** has been a lifelong writer and teacher. She has self-published 12 original romance titles, 36 print books with the Berkley Publishing Group and Harlequin Enterprises, and one mainstream women's fiction with Bold Strokes Books. She has won five *RT Book Reviews* awards, four Golden Quills, four Holt Medallions, the Bookseller's Best Award, Foreword Magazine's Book of the Year and several "Starred Reviews." Her novels have been serialized in *Cosmopolitan* magazine and featured in *USA Today*, *The Wall Street Journal*, and *People* magazine. There are over five million copies of her books in print, along with hundreds of thousands downloaded online. She lives in upstate New York with her husband and children.

USA Today bestselling author, **Janet Tronstad**, has more than three million books in print, primarily from the 35 titles she has written for Harlequin's Love Inspired line. A member of NINC for five years, she has a short story in the upcoming NINC Anthology, *I Never Thought I'd See You Again*. Prior to publishing novels (her first book was published in 2000), she wrote magazine articles for *Women's World*, *Arizona High-* ▶

ways, and other regional magazines. Last year she had three articles in the *RWR* magazine for writers. Tronstad currently works full time as an author, after working as a project manager for many years at a large health care organization in California. She lives in Pasadena, California, but spends major blocks of time in rural Montana on the family farm with her aging parents.

Originally from Missouri, **Barbara Meyers** has lived in Florida for more than thirty years. Although her background is in clerical and administrative work, in 2003 she began as a part-time barista and is now a shift supervisor at Starbucks because she thought it'd be a good social outlet and she could pick up story ideas in exchange for serving up lattes. Her first G-rated romantic comedy, *Hidden Assets*, co-written with Marlene Stringer, was a 2001 release from Avalon Books. Her second, *Training Tommy*, was published in 2002. In 2008 her sexy romantic comedy, *A Month From Miami* was released by Samhain Publishing, followed by *A Forever Kind Of Guy* in 2010 and *The First Time Again* in 2013. Independently she has published two hybrid romance novels *Scattered Moments* and *Not Quite Heaven*. Her short story, "Katy's Place" will appear in the 2013 Novelists, Inc. anthology, *I Never Thought I'd See You Again*. Meyers is married, has two children and a black-Lab mix named Pepper.

Olivia Rupprecht (aka Mallory Rush) began her career as a novelist with Bantam Books in 1989 and joined Novelists, Inc. in its early years. After many novels later for Bantam, Harlequin, and Doubleday, Olivia became a *Nink* columnist/reporter, then *Nink* Editor 2003, and went on to work in traditional publishing as a copywriter, ghostwriter, book doctor, and developmental editor. As Series Developer for True Vows, the reality-based romance series from HCI Books, she enlisted fellow NINC members for the launch titles, and continues to consider Novelists, Inc. the most valuable, informative, and supportive organization in the industry for publishing professionals of quality fiction.

Pamela Burford is the best-selling author of 14 contemporary romance and romantic suspense novels. She has received four RITA and *Romantic Times* Reviewers Choice Award nominations and is currently writing a humorous mystery series. Pam is the founder and past president of Long Island Romance Writers, a chapter of Romance Writers of America. She's also a member of Authors Guild and Backlist eBooks. Her day job is editor in chief of *Choice Magazine Listening*, a nonprofit organization that produces free audio anthologies of magazine writing for blind and print-disabled adults. Fun fact: If you see two of Pam at the next NINC conference, it's because her twin sister Patricia Ryan, aka the Good Twin, is also a member.

Zita Christian's three historical romance novels were published by Harper in the 1990s and reissued as e-books by Samhain Publishing in 2013. In the years between, Zita authored several magazine articles as well as the foreword and several chapters in *101 Ways You Can Help: How to Offer Comfort and Support to Those Who Are Grieving*, by her friend, the late Liz Aleshire, published by Sourcebooks in 2009. In 2010, Zita co-authored with Scott Galbraith the play *Warriors Don't Cry*, adapted from the Little Rock Nine memoir by Dr. Melba Pattillo Beals. The one-woman show, written for students in grades 5 through 12, was produced by the Bushnell Center for the Performing Arts in Hartford and performed in New York City and throughout New England. It toured nationwide in 2013 and will do so again in 2014. For more information and a video clip, see www.holdenarts.org. Zita is also the host and producer of two national award-winning television shows (*Page 1* and *Full Bloom*) that air weekly on public access channels in Connecticut and Massachusetts and on YouTube. She is a past-president of the Connecticut Chapter of Romance Writers of America. As a member of NINC, Zita coordinated the Vancouver conference in 2000.

Carole Nelson Douglas is the author of sixty novels ranging from historical and contemporary mystery and romance to science fiction and high and urban fantasy to mainstream women's fiction. She moved to writing novels full-time after several years doing award-winning reporting on social issues and the fine and popular arts for the *St. Paul Pioneer Press* in Minnesota. There, she was the first woman on The Newspaper Guild local's executive board, the first woman chair of the annual Gridiron Show, and the first woman to join the paper's Opinion Pages and editorial board. That background makes her a lifelong supporter of women's and

writers' rights. She's won or been short-listed for more than fifty writing awards, including the Agatha Award, four Rita award finalists from the Romance Writers of America, *RT Book Reviews* lifetime achievement awards in mystery, suspense, versatility and as a pioneer of publishing, and multiple first place awards from the Cat Writers' Association. She and her husband are kept as pets by five rescue cats in Fort Worth, Texas.

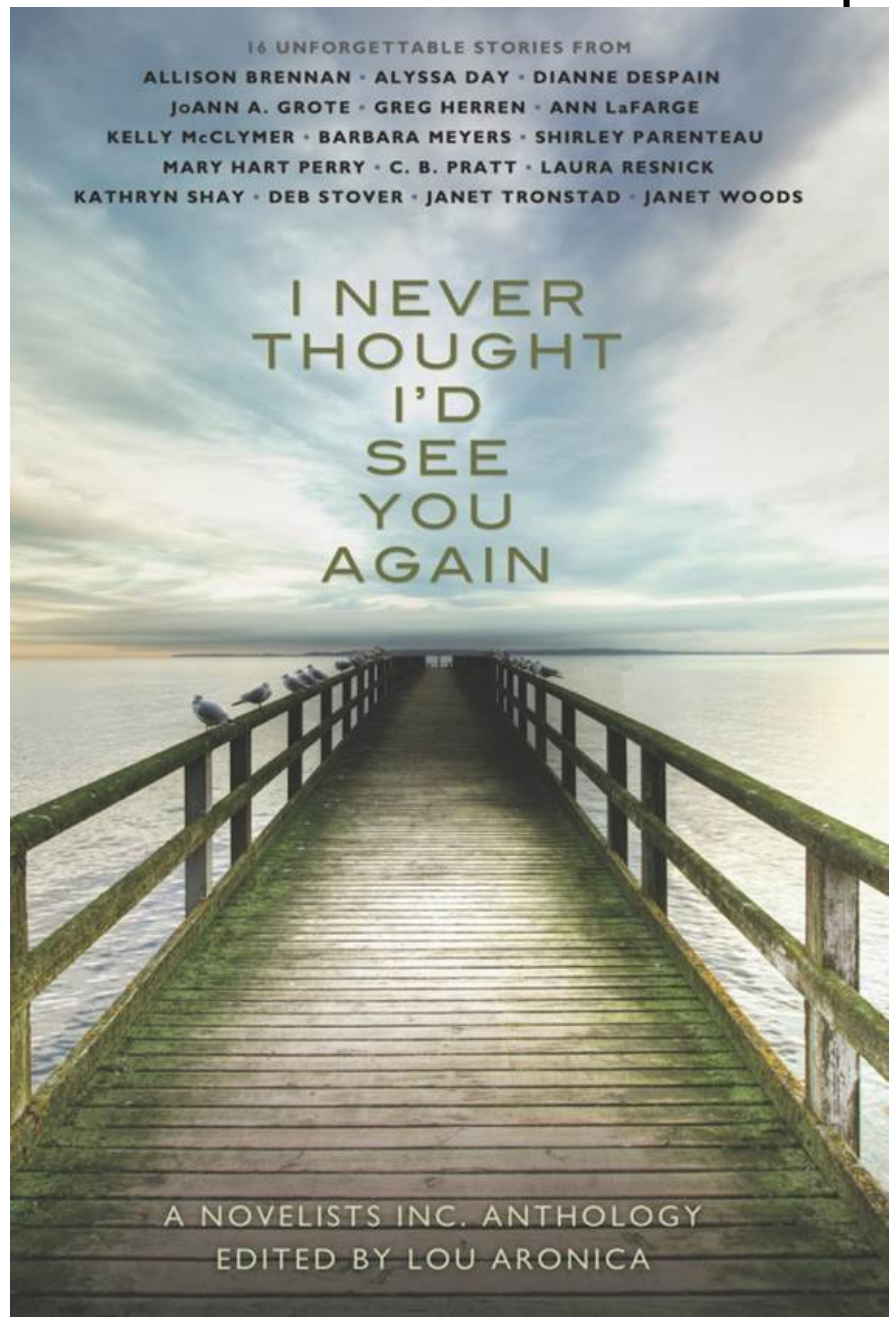
Randy Ingermanson is the award-winning author of six novels and the best-selling book *Writing Fiction for Dummies*. He holds a Ph.D. in theoretical physics from UC Berkeley and writes geeky suspense fiction. Randy is known around the world as "the Snowflake Guy" in honor of his wildly popular Snowflake Method of designing a novel. He publishes the *Advanced Fiction Writing E-zine* with more than 32,000 subscribers. Outside of writing, his life revolves around serving the needs of three surly cats.

Now Online

NINC's second sensational collection of original short fiction is just out. Sixteen of our members took the challenge to turn the phrase "I never thought I'd see you again" into a story, and the range and the quality are astounding. Romance, suspense, and magic, secrets unearthed, mysteries revealed, and promises finally kept — all of this and much, much more comes to you in this unforgettable anthology that is every bit as evocative as the title that served as its inspiration.

You can get it online wherever books are sold.

— **Lou Aronica, Ed.**



NOOK Press: A Contract Review

Continued from page 1 ▶ website or by emailing you. If you continue using NOOK Press after the new agreement is posted, you are deemed to have accepted the new terms. Realistically, this means that you need to check the posted Terms and Conditions frequently.

Term and termination

Barnes & Noble reserves the right to terminate your agreement and your access to and use of NOOK Press at any time with or without notice to you, apparently with or without cause.

You also have the right to terminate the agreement and your account, in which event Barnes & Noble will cease selling your books within ten days from its receipt of your notice (except that it may thereafter continue to make them available to customers who had previously purchased them).

No Minors

Minors are not allowed to use NOOK Press.

Required Information

In order to obtain a Vendor Account, which is required if you want to use NOOK Press to publish your book, you must provide your home address and social security number or federal tax ID number for tax reporting purposes, and your bank account number and routing information, so as to enable direct deposit in your account of your royalty payments.

Collaboration Tools

This feature is one I've not seen before: NOOK Press can provide you with software tools which will make it easier for two or more writers to collaborate on writing a book.

Modifications

Another new "feature": NOOK Press reserves the right, in its discretion, to "remove or modify the cover artwork, metadata, and product description..." Note that modification of artwork may put you in breach of the terms of a Creative Commons or other copyright license and cause you to infringe the copyright of the artist. In such event, according to the NOOK Contract, your only recourse is to remove your book from sale via NOOK Press.

Territories

NOOK Press "may, but are not obligated to" permit you to limit the sale of your book to your country of residence. If not so limited, your book may be sold anywhere NOOK Press and its affiliates (including Barnes & Noble) do business. You are solely responsible for ensuring that you have all necessary rights in your book (including the cover and any illustrations or quoted material within your book) for worldwide distribution and sale.

Marketing

NOOK Press has the right under the NOOK Contract to use the cover of your book "in any and all marketing, promotional or packaging materials for any software, website, or device through which your eBook is made available or accessible, directly and through multiple channels of distribution, in any media now known or later developed, without further need for permission from you, and without further royalties or payments to you."

It is therefore essential that you make sure you have all rights necessary in your cover artwork and design for such potentially broad use by NOOK Press.

The NOOK Contract also states that "Barnes & Noble reserves the right to distribute and display all front matter of an eBook and up to five percent (5%) of an eBook's content (nonexclusive of an eBook's

front matter) free as a sampler” (while disclaiming any obligation to do so, or otherwise to market, distribute or sell your book).

For such reason, it is again important that you have the necessary rights *in your entire book*, including the cover, any internal illustrations and all other third-party material, to distribute same “in, on or in connection with” the marketing, promotion, publicity, sale or other distribution of your book *or any portions thereof*.

Lending

The NOOK Contract gives Barnes & Noble the right to allow its customers to lend your book (in e-book form) to other Barnes & Noble customers (one at a time, for up to 14 days each). Such lending may be terrific promotion for your book, or it may deprive you of sales you might otherwise have had.

Customer Data

The NOOK Contract makes it very clear that “Barnes & Noble will have sole ownership and control of all data obtained from customers and prospective customers in connection with the distribution of your eBook on NOOK Press.”

In other words, if you want to build a database of your readers, containing their names, addresses, and the titles of your books they purchased, you will have to find some other way of doing it... Barnes and Noble has no obligation to share such information with you.

Pricing and Royalties

Note: These sections of the NOOK Contract contain several references to the “Service Policies.” I cannot find any “Service Policies” set forth in any NOOK-related website. The term may be a holdover from some now-obsolete contract form, in which case it should not be binding upon you.

Per the NOOK Contract, you will determine the “List Price” for your book, consistent with the guidelines in the NOOK Pricing and Payment Terms, i.e.:

- (i) no greater than the list price of your e-book at any other retailer, website, or sales channel;
- (ii) no greater than the list price of any print edition of your book;
- (iii) no less than 99 cents and no more than \$199.99

Note: these terms may change at any time, and are binding on you 30 days after they are posted online. If you comply with the Pricing Terms, you will be paid a percentage of the List Price:

- (i) 65% if your List Price is between \$2.99 and \$9.99;
- (ii) 40% if your list Price is lower than \$2.99 or higher than \$9.99.

(**Note:** the NOOK Contract also provides equivalent numbers stated in British Pounds.)

The NOOK Contract clearly states that notwithstanding the List Price, NOOK Press has “the sole and complete discretion to set the Retail Price at which your eBooks are sold to the customer.” So NOOK Press may choose to sell to consumers at the List Price, at a price lower than the List Price, or (and this is admittedly highly unlikely), at a price higher than the List Price, and may change the Retail Price as often (or as rarely) as it chooses.

Deductions from Royalties

Barnes & Noble may deduct “refunds, chargebacks, bad debt, and any applicable taxes charged to a customer or applied with respect to sales to a customer (including without limitation any VAT or sales taxes)” before computing your royalties.

Payment schedule

Conventional print publishers pay semiannually, several months after the end of each six-month royalty period. In a refreshing departure from that traditional practice, Barnes & Noble pays monthly, 60 days ▶

after the end of each calendar month in which sales occur. At the time of each payment, an online report is to be made available to you, detailing sales of e-books and corresponding royalties.

Royalty payments may be withheld by NOOK Press until the amount due equals or exceeds \$10. The NOOK Contract does not state whether an online report will be generated for such lower amounts.

Statements Binding

Most conventional publishers require you to commence a legal action against them for non-payment or underpayment of royalties within two or three years after a statement issues. They like to claim that their document retention policies require them to throw out their records after such periods, but I believe they really want the comfort of knowing that after a certain period of time, they can thumb their nose at their author and keep any ill-gotten gains.

Compared to conventional publishers, including NOOK Press' sister company, Sterling Publishing Co Inc., whose contract form states "the Author shall have no more than two years after receiving any statement or royalty payment to examine the books and records," NOOK Press takes this practice to a new level: you must commence an action or proceeding against them within six months after the date they issue your statement. Realistically, that means that if you don't audit them every six months, you will be out of luck. Furthermore, the NOOK Contract limits your potential recovery to the amount of any underpayment, *without interest*.

Grant of Rights

"You hereby grant to Barnes & Noble, its distributors, licensees and partners a non-exclusive, worldwide, irrevocable right and license to make your eBooks available for sale, marketing, display, distribution and promotion in any commercially available electronic or digitized format or on any electronic device platform whether now existing or hereafter created or developed."

In addition, the NOOK Contract authorizes Barnes & Noble to (among other things):

- (i) store your book in data centers and servers;
- (ii) allow its customers to "copy, paste, print, email, annotate, view online and share your eBooks"; and
- (iii) "bundle your eBooks with related physical content available for sale from Barnes & Noble or such distributor, licensee or partner."

That last option sounds quite interesting: buy the Sterling Publishing hardcover and get the NOOK Press e-book for free? Or buy the e-book of *Fifty Shades of Grey* and get a 20% discount on sex toys?

DRM

The NOOK Contract gives you the right to require NOOK Press to use digital rights management tools to protect the security of your e-book. However, NOOK Press reminds you that "all security technology, including but not limited to DRM, is subject to possible breach and that Barnes & Noble assumes no responsibility and no liability for any breaches of DRM or other security technology."

Rights Clearances

As stated above, you are solely responsible for "obtaining and paying for all necessary clearances and licenses to permit our exercise of the rights granted hereunder with respect to your eBook without any further payment obligation by us, including, without limitation, all royalties and other income due to any copy-right owner."

Warranties and Indemnities

These are pretty similar to those contained in traditional publishing contracts, although, refreshingly, you are responsible for "breaches," but apparently not for "alleged breaches," of your warranties.

You should of course read these provisions with particular care.

Copyright

You retain all rights to the copyright in your book, subject only to the rights you have granted to NOOK Press, most of which rights (other than the right to continue to make your book available to previous purchasers) you can terminate at any time.

Confidentiality

The NOOK Contract states that (among other matters), the content and existence (!) of any communications between you and NOOK Press must be maintained in confidence.

Dispute Resolution and Applicable Law:

The NOOK Contract states that all disputes and claims must be resolved “BY BINDING ARBITRATION CONDUCTED BY TELEPHONE, ONLINE OR BASED SOLELY UPON WRITTEN SUBMISSIONS WHERE NO IN-PERSON APPEARANCE IS REQUIRED. ALL CLAIMS SHALL BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND SHALL NOT BE CONSOLIDATED WITH ANY CLAIM OF ANY OTHER PARTY, WHETHER THROUGH CLASS ACTION PROCEEDINGS, CLASS ARBITRATION PROCEEDINGS OR OTHERWISE... ANY ARBITRATION SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES... AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED INTO ANY COURTS HAVING JURISDICTION THEREOF. ALTERNATIVELY, AT OUR SOLE OPTION, A CLAIM (INCLUDING CLAIMS FOR INJUNCTIVE OR OTHER EQUITABLE RELIEF) MAY BE ADJUDICATED BY THE COURTS OF NEW YORK COUNTY, NEW YORK. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW.”

In other words, New York law controls, there will be no class action suits against NOOK Press or Barnes & Noble, and NOOK Press decides in its sole discretion whether a given claim will be resolved by the New York courts or by binding arbitration (presumably choosing whichever option is best for NOOK Press and Barnes & Noble).

Miscellaneous

“This Agreement shall be construed as if jointly drafted by the parties.”

The inclusion of this language in the NOOK Contract tells the court or the arbitrator that, however unfair the contract may be, however many lawyers drafted it for NOOK Press, and however few lawyers (i.e. “none”) reviewed it for you, the judge or arbitrator should pretend that it was jointly drafted to be fair to both parties.

“Any notice or other communication to be given hereunder will be in writing and given: (i) by us via email, via a posting on our website or via a message through your NOOK Press account.”

“Via a posting on our website” permits NOOK Press to “notify” you of any important information you may desperately need by burying such information in a backwater portion of its website, where you may never see it.

NOOK Press Content Policy

“Publishers using NOOK Press are responsible for complying with the Content Policy. Barnes & Noble may update or alter the Content Policy at any time. You are responsible for checking for updates and your continued use of the service after we post amendments will constitute your acceptance of the changes, as described in the NOOK Press Terms & Conditions.

“Barnes & Noble reserves the right to determine, in the exercise of our sole discretion, whether or not your content (including, but not limited to your eBook file, cover image, and product data) is compliant with the Content Policy. This includes but is not limited to content we deem illegal, libelous, infringing, offensive, harmful or potentially harmful, threatening, harassing, legally obscene, defamatory, or intentionally hateful in any regard. ▶

“We also reserve the right to remove from sale your eBook or other content at any time, if we determine, in our sole discretion, that the content in your eBook is not appropriate for sale through Barnes & Noble.

“You are responsible for knowing and following all local, national, or international laws regarding publishing content that are relevant to you or your business.”

I believe that the categories described in the second subparagraph above are pretty much self-explanatory.

However, the Content Policy goes on to say that other matter (including but not limited to those kinds identified in the Content Policy) included in “your eBook file, cover image or product data” may result in removal of “said content” and termination of your account.

Among other prohibited content, they include:

- (i) “Obscene or Pornographic material: This may include content that graphically portrays sexual subject matter for the purposes of sexual arousal and erotic satisfaction.” (From the “this may include” description, one might almost conclude that NOOK Press does not welcome romance novels, vampire fantasies, erotic fiction, etc.)
- (ii) “Advertisements: Content contained within your eBook or other content that primarily seeks to sell a product other than the eBook or content itself.”
- (iii) “Product Data containing:
 - (a) Hyperlinks of any kind, including email addresses.
 - (b) Request for action (i.e.: “If you like this book, please write me a review.”).
 - (c) Advertisements or promotional material (including author events, seminars, etc.).
 - (d) Contact information for the author or publisher.”

I will not attempt to summarize the Barnes & Noble Privacy Policy or Mobile Privacy Supplement here, but they are both worth skimming if only to be shocked at how much information they collect from users (both desktop and mobile) of the Barnes & Noble and NOOK Press websites, and how broadly they disseminate such information.

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.

Business Briefs

Compiled by Sally Hawkes

Google 1, Authors Guild 0 in Fair Use Issue

The Second Circuit Court vacated the Authors Guild’s class action status in the AG’s suit against Google’s library scanning project. The status was granted in 2011. Now the case goes back to the District Court. This takes away the grouping of different types of works for fair use analysis. The Second Circuit Court seems to think Google’s fair use argument has merit. <http://www.authorsguild.org/advocacy/appellate-court-class-certification-ruling-in-google-books-case-puts-cart-before-horse/>

Hyperion Moves from Disney to Hachette Book Group

Disney has sold most of its Hyperion adult franchise to Hachette Book Group. This covers 1,000 backlist titles and 25 other books to be released in the future. Disney is keeping the Castle series and the Disney and Disney-Hyperion children’s imprints. Hyperion authors can contact hyperion@hbgusa.com with questions.



TEN for TEN

The Speakers Coming In October!

BY SANDRA KITT, CONFERENCE PUBLICITY COORDINATOR

The conference committee has locked in a top-notch list of guest speakers for the conference in October in Myrtle Beach. Over the past several Bulletin updates you've been teased with a few photos, some hints, and a tossed out program idea or two about what's coming. Now, here is the list of ten industry guest speakers who will conduct workshops, sit on panels or roundtables, and otherwise be available for you to chat with during the conference weekend:

Lisa Cron

Lisa spent a decade in publishing before turning to TV. She's worked on shows for Fox, Bravo and Miramax, and she's been a story consultant for Warner Brothers and the William Morris Agency in NYC. Lisa will conduct a two hour writing workshop for *First Word*.

F. Robert Stein

Bob counsels and represents authors, literary agents, book publishers and others in publishing. He drafts and negotiates author contracts, and all other book publishing agreements. Bob will be conducting a two hour legal session, as well as six hour-long mini Q&A sessions with members.

Lisa Erbach Vance

Lisa is with the Aaron Priest Literary Agency. She will participate on two panels and conduct a workshop. Lisa is currently most interested in contemporary fiction, especially women's fiction with a well-defined narrative voice, and observant, thoughtful fiction about families and friends, with fresh perspectives on modern relationships.

Mark Lefebvre

Mark is Director of Self-Publishing & Author Relations at Kobo.com, as well as being an author and editor. Mark will sit on a panel and conduct a workshop. ▶

Carrie Ryan

Carrie is the *New York Times* bestselling author of the critically acclaimed *Forest of Hands and Teeth* series, which has been translated into over 18 languages and is in development as a major motion picture.

Jim McCarthy

Jim is an agent with Dystel & Goderich Literary Management. His interests encompass both literary and commercial works in the adult and young adult categories. He is particularly interested in literary women's fiction, underrepresented voices, mysteries, romance, paranormal fiction, and anything unusual or unexpected. In addition to fiction he is also interested in narrative nonfiction, memoir, and paranormal nonfiction.

Lucia Macro

Vice President and Executive Editor Lucia Macro made her mark acquiring many leading authors of romance, thrillers and smart, commercial women's fiction. Lucia was part of the teams that developed the Morrow trade paperback program and the Avon Impulse imprint, which publishes romance in a digital-first format.

Kam Miller

Kam Miller is a TV writer who has created pilots for FOX, CBS, 20th Century Fox, Paramount Television, and Universal Cable Productions. She wrote for the long-running NBC show "Law & Order: SVU" as well as the short-lived Fox show "Killer Instinct." Her first feature film, "The Iris Effect," was produced while she was at the USC School of Cinematic Arts. Currently, Kam is developing the TV project "Grave Sight," based on "True Blood" author Charlaine Harris' Harper Connelly book series.

Mark Coker

Mark is the founder of Smashwords, the leading distributor of self-published e-books serving Apple, B&N, Sony, Kobo, and libraries. He also is a contributor to the Huffington Post's books section.

Dana Borowitz

Dana is an agent with United Talent Agency in Beverly Hills. The agency operates exclusively by referrals and does not accept unsolicited materials.

These are some of the terrific professionals you can look forward to hearing from in October...but there will be more, including our own generous NINC members who will take on some of the Night Owl sessions. Hope you're getting excited! You don't want to miss what is sure to be a stimulating weekend.

LEGAL ADVICE FOR THE DAZED AND CONFUSED Attorney Bob Stein To The Rescue!

The conference schedule for October will be published in an upcoming Bulletin. But I'm not going to wait that long to remind members of a golden opportunity to have some of your legal questions answered (about contracts, negotiations, plagiarism, payments in arrears, etc.) by Bob Stein, an experienced literary attorney from New York. In addition to taking part in a panel or two and conducting his own two-hour legal workshop, Bob has generously offered to be available to address your concerns in a series of mini Q&A sessions. These will be conducted Thursday, October 24 – Saturday, October 26 for a total of six sessions, with a limit of six NINC members per session.

You **must** be registered for the conference in order to submit your bid to be selected for one of the sessions. Members may only attend one session, to ensure that everyone who is interested has an equal chance of gaining a spot.

Selection is *first come, first served*. Members may begin emailing me their requests for one of the 36 spaces (sekitt5e@gmail.com) after midnight of August 31. Those selected by this process will be notified by September 15, 2013. The exact time of each session has not yet been confirmed, but all members chosen are guaranteed attendance in one of six sessions. ▲

Real Pros

Lou Aronica's
*Eye on
Industry*



A few days ago (I'm writing this in early July), Len Leone died at the age of 92. Len was Art Director at Bantam Books for more than thirty years, and he was the first art director I ever worked with. Len was responsible for many of the classic paperback covers of the sixties, seventies, and eighties, and he was still playing at the top of his game when he retired. In the paperback book business, he was a true force of nature.

Len wasn't a mentor. In fact, I think he thought I was a horse's ass. The most important thing that Len ever did for me was, when I took over the science fiction program, he hooked me up with a junior person in Bantam's art department named Jamie Warren. Jamie and I formed one of the greatest collaborative relationships I've ever had in publishing, and she's probably more responsible for Bantam Spectra's success than I was. That was the most important thing Len did for me. However, the best thing Len did for me was to exemplify an ideal. Len was a Real Pro™.

If you've been reading the columns I've been writing this year, you've probably noticed that I've been thinking about this sort of thing a great deal. In the midst of the huge current upheaval in the book business, it's easy – and right – to focus on innovation and new opportunities. I suppose I should be writing about those as well (maybe next column), but I also feel that in many ways that territory is well covered (thank you, Mike Shatzkin, Kris Rusch, and others). What I feel compelled to focus on now is what I see as the critical need for our business to aspire to the highest standards as it evolves. I think it's critical that we appreciate the difference between the Real Pro™ and someone who can simply get the job done.

To me, a Real Pro™ (by the way, the trademark thing is an affectation here used for dramatic effect; as far as I know there's no actual trademark on this term) is someone who takes his or her profession very seriously, who studies the history of his or her profession, admires the best practitioners of his or her profession, and is invested in improving the profession. One of the things that struck me about the early cover meetings I attended at Bantam was that Len was deeply versed in book packaging. He was of course extensively trained in design and composition, but that was a small part of what made him so effective. He was also fully aware of everything the competition was doing (I walked into his office multiple times to see him perusing competitors' sales kits with his staff), an admirer of the great covers in the history of paperbacks, and seemingly aware of the work of every skilled cover illustrator. So many of his cover meetings happened in shorthand version. "I'm thinking a dramatic landscape," the editor would say. "Something Bama-esque?" Len would ask. "That would be great," the editor would respond. End of conversation. Six weeks or so later, there would be a fabulous cover with a dramatic landscape painted by someone inspired by James Bama.

A Real Pro™ doesn't need to be an Old Pro™. When I was casting about for copyeditors to volunteer their skills to Ninc's new anthology, *I Never Thought I'd See You Again*, one of our members put me in touch with her daughter, who she said was a copyeditor and was willing to help. Needing all the help we could get, I gave her one of the stories. When I got the copyedited manuscript back, I realized that this member's daughter wasn't just a copyeditor; she was a Real Pro™. She didn't just follow the *Chicago Manual of Style* (or simply fly by the seat of her pants, as many copyeditors seem to be doing now). She understood the nuance of the author's style and only suggested changes that complemented that style. She hasn't been doing this for a long time, but she's studied the craft, she does things the right way, and she clearly wants to get better at what she's doing.

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WRITING is TAXING

By Diane Kelly

Going Out Of Business

An activity constitutes a business if your primary purpose for engaging in the activity is for profit and you are involved in the activity with continuity and regularity. When a writer is actively writing and selling or attempting to sell his or her work, the writer is considered to be conducting an active business. The writer reports income and expenses on a Schedule C and pays both income tax and self-employment tax on the net income from the writing business.

At some point, however, each of us will set our computers and stories aside and no longer actively pursue our writing careers. We might retire completely when we reach our golden years, or we might choose to pursue another occupation for an extended period of time before returning to writing.

What happens when a writer retires temporarily or permanently?

The tax rules change, that's what.

Per the IRS, a sporadic activity or a hobby does not qualify as a business. While income from a non-business activity is nonetheless subject to income tax, non-business income is not subject to self-employment tax. Thus, when a writer is no longer actively and regularly engaged in writing, the writer no longer has an obligation to pay self-employment tax on his or her royalties. Given that the self-employment tax rate is 15.3% of net earnings, exemption from the tax can result in substantial savings.

Reporting for a Non-business Activity

Income from an activity that does not constitute a business is reported as "Other income" on Form 1040, line 21. Expenses related to a hobby or non-business activity can be deducted only up to the amount of the income. Such expenses are reported as a miscellaneous itemized deduction on Schedule A. Unfortunately, such expenses are subject to a 2% adjusted gross income floor, meaning that you will only benefit from such expenses to the extent they exceed 2% of your adjusted gross income.

Is Your Writing Activity Active or Passive?

How does the IRS determine whether a taxpayer's activity is consistent and frequent enough to constitute a business? A writer must spend at least 100 hours in writing-related activities in a given tax year for a writing business to be considered active. A writer who spends less than 100 hours in his or her writing business would generally be considered passive and would not be required to pay self-employment tax on his or her earnings.

Caveats

The special rules that exempt the earnings of an inactive writer from self-employment taxes apply only to royalties earned on a copyright. If you receive payment for personal services, such as payment on a work for hire, you would still be required to pay self-employment tax on the income even if you are not actively engaged in a writing business in the year you receive the payment.

If you are on a temporary hiatus and return to your writing business after only a short break, the IRS may attempt to impose self-employment tax on income earned during the alleged hiatus. Be prepared to show that you were truly inactive during the time in question. Be aware that this may be difficult unless you

can show that you were engaged in another activity that occupied significant amounts of your time. Keep in mind that even if you are no longer actively writing, any activities to promote your existing books would be considered business activity.

Finally, be aware that any change in a pattern of reporting may potentially be a red flag for the IRS. If you have been reporting royalties on a Schedule C for many years then suddenly begin to report them as “other income,” your tax return may be subject to greater scrutiny by the IRS. Report correctly, but be prepared to support the position you’ve taken on your return.

For more information, see IRS Training Manual 3153-103 at:

<http://www.unclefed.com/SurviveIRS/MSSP/entertainment.pdf>

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.

Real Pros

Continued from page 13 ▶

I think our industry needs to make sure that it celebrates the Real Pro™ and that it strives to reach for those standards. One of the things that concerns me about the lowered barriers to entry in the book business is that there’s a downward creep of standards that is accompanying it. Many covers are fine, but not truly exciting. A few dozen typos in a book are acceptable. A publicity plan generated by printing out an Excel spreadsheet of contacts is okay. This isn’t something that I’m only seeing with indie-published books. Many of the imprints at Big Six houses (Big Five? How has the Penguin Random merger changed our vernacular?) have staffs filled with people who know nothing about history, best practices, or the high end of the craft.

Does it make a difference? I think it makes a considerable one, though mostly to our unconscious. When we see an original and beautifully composed cover, we react to it differently. When we read a book clean of errors, we feel more satisfied. When we see a genuinely clever promotional idea, we respond. To me, it might be more important than ever that we pay homage to the Real Pros™ and that we try to emulate them. In honor of Len Leone and all of the Real Pros™ I’ve worked with over the years, I’m going to redouble my efforts to do so.

Lou Aronica is a New York Times-bestselling author of fiction and nonfiction, former President of Novelists Inc., former Publisher of Avon Books, and current Publisher of The Story Plant and Fiction Studio Books. He served as editor of the NINC anthology, I Never Thought I’d See You Again. You can reach Lou at laronica@fictionstudio.com.

Business Briefs

Authors & Librarians Should Be Allies for E-books?

The American Library Association launches an advocacy initiative with authors for e-books. Cory Doctorow, Ursula K LeGuin, and Jodi Picoult are leading the author efforts. (<http://tinyurl.com/mb3vppr>) ALA is using the term “equitable access.” The ALA’s Digital Content & Libraries Working Group wants authors to discuss issues with their publishers and take the fight to their web sites, Facebook pages, etc.

NOTE: I looked over some of the website and find they haven’t mentioned some details. Most libraries purchase through aggregators, not publishers. The libraries have the choice of one user, three users, or unlimited in their purchasing. The average library can usually afford one user. One aggregator has dominated the market until recently—Overdrive. Library pricing with the aggregator isn’t limited to the book price; the libraries also pay platform prices to the aggregator. This shouldn’t stop authors from discussing the library issues with publishers, but it should be part of the discussion.



Photo by Sabrina Ingram

Not Your Usual Writing Advice

By JoAnn Grote

Shifting Sands

“The only requirements for an action to be courageous are that you know it’s the right thing to do and you wish it were easier.”
— **Barbara Sher, *It’s Only Too Late If You Don’t Start Now***

Over the years I’ve spoken with a number of NINC members, and read posts on NINClick from others, about changing—or wanting to change—the types of books they write. I am one of those change-it-up writers. The attempts to change what we write usually result in a gamut of emotions—excitement, fear, frustration, elation, despair, joy, insecurity, freedom, lack of confidence, and pride to name a few.

Why is it so difficult? We’re writers, after all.

Which is exactly where much of the problem lies, in our identity as writers. We’re published; we’ve made money from our stories. We think we are supposed to be *good* at storytelling, even when the type of story changes. We think we are supposed to know how to make it happen.

But when we try something new—a new genre, a new length of book, a book that fits no genre, a book that stretches the limits of genre—it’s not unusual, based on stories I’ve heard directly and indirectly, to find ourselves bewildered and frustrated. How does the writer capture the new type of story on paper?

We stumble along at it, forward three pages and back twenty. We stare at the screen until it turns black. We despair over every plot choice. We admonish and flog ourselves. We’re *writers*. We’ve done this many times. How can we not know what to do?

Yes, it’s only another version of what we’ve done many times. One choice, one sentence, one guess, another sentence; choice after choice from beginning to end. How should this scene begin? From whose viewpoint should the reader experience it? Should the story take this direction or that direction? After all, we don’t want to waste time following the wrong path.

We’ve made those choices in every story we’ve written. Those choices are harder to make in a new-to-us type of story, but the process is the same.

Not knowing the “right” choice doesn’t mean we are not writers, or are not “real” writers. It means we are growing in our craft, learning new things. That learning isn’t coming through “school learning”. It’s not like following a recipe on how to make great pumpkin soup. No, it’s a messier form of learning and practicing, but that’s the way artists in every venue grow: baby steps, choice after choice, fall down and get back up, keep some things and throw a lot away.

Writers and other artists aren’t the only people who experience change in their professions, times of growth, and the related feeling of inadequacy. I’m a writer, and also a CPA, although I seldom practice in that profession now. Most areas of accounting, auditing, and tax law I dealt with became easy or normal in that the needs I met with my services for most clients were similar. Occasionally, unusual cases arose, requiring research, more time than usual, discussions with colleagues. “Have you run into this? My interpretation of the law and similar cases is thus. Does that agree with your interpretation?” Writers aren’t alone in needing to learn new things along their career path.

The e-book revolution has, as we all know, changed the way we do business. Authors need to be aware of how those changes affect their careers, whether they choose to indie publish at this time or not. Isaac Asimov was certainly describing today’s publishing world when he said, “It is change, continuous change, inevitable change, that is the dominant factor in society today.”

Sometimes the transition isn't in the type of writing we want to do, but in our writing goals, current and/or long term. We may experience a period where other things or people take priority over our writing. Perhaps we realize we no longer want to write full-time. We may prefer to spend time pursuing another career, or with family and friends, or travelling, living without deadline stress, or simply experiencing life and translating those experiences into story on our own terms and schedule.

That kind of change has its own confusion and angst. At first we wonder what's happened. We may actually accuse ourselves of being lazy. We ask, "Is it burnout? Fear of success or fear of failure? How can it be possible the dream of supporting ourselves full-time no longer feels like a dream but a trap? How can we feel so dissatisfied when we're living the life we fought so hard to achieve, a life so many dream of obtaining and sacrifice to reach, a life we may have fought and struggled and sacrificed to obtain? How can we admit to our fellow published writers, including NINC members, that we aren't sure we want to continue with that dream? How can we admit it to the loved ones who support us in that dream and lifestyle, and may have made sacrifices of their own for us?

There is nothing wrong or unusual with dreams and goals changing as we gather more life experiences. There is no correct way to be a writer or create a career in writing. Yet it can take courage to admit we've changed how we feel concerning something about which we once felt so passionate.

Change can happen in the other direction, of course. Maybe we've decided to take the plunge from working part-time as a writer to becoming a full-time writer. (Yes, part-time writers often work as full-time writers while committed to another part-time or full-time job.) That change has its own worries. What if we can't meet the bills on a full-time writing income? How will our loved ones react to our decision? Sometimes that's the scariest aspect of all—admitting to others we want to make a change, are making a change or have made a change.

I was married and had worked full-time in accounting for years when I made the decision to go part-time at the accounting firm to pursue my writing. When I told my dad, his jaw literally dropped. He thought my decision stupid and irresponsible. Later he was extremely and publicly proud of me as a published writer. If you are in this transition place, remember—your current critics may well later be among your greatest supporters, and indeed, may boast to have supported you all along.

All change, all transition, takes courage. The most important aspect of making a change in your career, is that the decision is based on what *you* want and on what *you* believe is the best choice for *you*.

Change is hard and messy and confusing and takes lots of courage. Yet, as Amelia Earhart stated, "Courage is the price that life exacts for granting peace." It seems anything but peaceful in the midst of change, but deep down there is a sense of peace if we truly believe we've made the right choice. Not making the change leaves us restless and unsatisfied with ourselves and our writing. Worse, not making the change causes us to lose trust in ourselves.

Grasping the courage to work through the change to the end brings another kind of peace, that of proving to ourselves we can trust the inner voice that urges change and our ability to follow where that voice leads.

If we started on a path of change and quit, we don't need to leave the change abandoned. We can pick it up again and turn the abandonment into a rest stop.

Or maybe we've decided dropping that change is what we truly want next. Admitting that to ourselves and others can be as difficult as making any other change. It's been difficult for me to admit when things I've extolled in this column in the past no longer work for me. Other times when I've encountered difficulty in changing aspects of my writing and my writing career I've looked back through my own columns to remind myself of what worked in the past. You might want to look back over your own career and life to remind yourself what's worked for you.

NINC member Charlotte Hubbard spoke in her November 2010 NINC blog "Jump!" about the many changes she's made in the type of stories she tells. "I find that because I've reinvented myself a few times to stay published, I have a little less angst about how things might shake out for my current writing career. Because I've said "YES" to switching audiences yet again this past year, I've landed a nice series contract for Amish books—and am working with an editor at another house on an Amish series proposal. Because I said "YES" (albeit kicking and screaming at first), I rescued my career by switching to

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The Mad Scribbler

By Laura Resnick



Redactophobia

“Being a free-lancer means that you accept the fact that the editor is an absolute despot as far as acceptance/rejection is concerned, and that from his decision, there is no appeal.”

— Isaac Asimov

Every time I deliver work to a new editor, someone I’m not used to working with, I endure bouts of anxiety until I finally get their feedback and know what I’m dealing with. The anxiety is much greater if it’s a book—something that’s worth a year’s work and income to me—than if it’s a short story or article (or column), but the anxiety is always there. Precisely because I’m experienced enough to know that although the editorial process is often productive and valuable, or reassuring and undramatic...there are nonetheless editors with whom it’s disappointing, tedious, demeaning, damaging, unprofessional, adversarial, and/or nightmarish.

And, actually, even when delivering to editors with whom I’ve worked well before, I often experience anxiety. Because neither of us is infallible, and it’s always possible we won’t have harmony of vision on all projects. Ergo, the redactophobia (fear of editing) I feel whenever I deliver my work.

But experience counts for something, and so I’ve developed a few reliable guidelines for myself during the twenty-five years that I’ve been dealing with editors.

For example, I never act, react, or respond immediately to editorial revisions or requests. This is because my instinctive first reaction is usually to reject any suggestions or changes. So I need time to work through my initial, “Noooo! The manuscript is exactly the way it *should* be!” reaction. Because that unprofessional behavior needs to be kept private and out of the process.

Then, once I’ve worked through that twitch and am ready, I assess the edit. I sort all editorial comments into three categories: Good, Harmless, Bad. Even an outstanding editor always gives me some lame suggestions or bad notes. Even a disastrously incompetent editor occasionally gives me a good note. So I always need to think over and make decisions about each item.

A good edit is one where the notes are mostly good or harmless, and there are only a few bad notes. A bad edit is the opposite.

A good note is one that makes me wonder why *I* didn’t see that problem before delivery. My reaction to a good note is usually some version of, “Oh, of *course* I should make that change.”

Harmless edits are the suggestions and changes that I don’t think are bad—they don’t hurt the book—but I also don’t consider them improvements. Doing them leaves the book at par. I usually do them, because they don’t make a difference in the book’s quality or my vision for it, and doing them shows respect for the editor and a cooperative spirit on my part.

Moreover, there’s an additional reason to do them. I sometimes mistake a good note for a harmless note, and I only later realize—perhaps months after the book is published, that it was indeed a *good* note and im-

proved the book. So when an editor is good, I give her the benefit of the doubt and do the harmless changes, knowing that some of them may be good changes which I'm just failing to recognize as such.

A bad note is one that strikes me as missing the point, illogical, lame, the wrong tone, something the character wouldn't do or say, a personal twitch of the editor's intruding on the work, etc. And its badness is usually easy for me to articulate or define.

There are unreasonable editors who want to dictate what you do with your book and who believe that every note of theirs *must be implemented*. Fortunately, I've never worked with an editor like that, though friends of mine have.

There are also editors who are much too intrusive in their editing. A typical example of this is a line edit with a dozen changes on every page, and many of them are things like changing "he closed the door" to "he shut the door." This is a clear sign that you've got a problem editor on your hands, and so your redactophobia was prescient in this case. I haven't worked with that kind of editor, either, but some of my friends have, and it's a time-consuming, migraine-inducing nightmare to try to protect the work from their compulsions and incompetence.

Generally, though, if an editor is professional, competent, and understands the nature of her job, and if the same is true of the author, disagreements about the material and the edits can usually be worked out. When they can't, your position is stronger if your contract protects your rights to artistic control of the work; but even so, as Asimov notes above, the editor's rights include the right to say, "In that case, we're not going to publish or pay for this."

The editor of my first-ever book was young, mediocre, and on her way out the door; she quit the biz shortly after my book went into production. There was a heavy line edit, very little content edit (the book needed more), and I learned absolutely nothing from the process.

By contrast, my next editor, who edited my second book, was tremendous (and she is now a senior editorial executive at a major house). She had started her career by spending two years typing up the famously long revision letters of another good editor, through which process she learned a lot.

This editor believed that if the content editing was done well, then the line edit should be easy and light. So she had me completely tear apart, re-plot, and rewrite about half of my second book, based on a 12-page, single-spaced revision letter. As a novice writer, I did a lot of this work without really seeing the point or agreeing it would make the book better...until I was finished and realized it really *was* much better now. And the line-edit that followed was indeed quick and light, precisely because the whole book was tight and worked well now.

So I think one common reason writers get a too-heavy line-edit is that the editor doesn't understand content editing and is therefore ineptly trying to squeeze content issues into the line edit. For example, let's say a story conflict is raised in the early chapters—a naval treaty is stolen from Her Majesty's government—but it peters out and disappears around page 100, as if it had never existed. Instead of this story problem being addressed in content notes, you instead find a line-edit or margin note on every page of the manuscript, from page 101 onward, saying, "But what about the naval treaty?"

A line-edit simply doesn't work as a content edit, so the edit is always a total mess when an editor tries to use it that way, as some do. A line-edit is largely technical. It's mostly about flow, consistency, clarity. A line edit catches places where you over-explain something, or use the same adjective four times in one paragraph, or slip out of point-of-view for a sentence, or have failed to make it clear which character is speaking, or have phrased something confusingly, or are dragging on a point too long, or if a transition is too abrupt, or if your **sentence** is *never-ending*...

That good editor who worked so hard with me on my second book gave me extensive content edits for my third and fourth books, too, but only about half a much as I'd needed on my second book. And, again, once the content worked well, the line edit was light and easy. I learned a *lot* from working with her and eventually got very light (or no) content notes on my later books. And since those days, I have mostly been edited lightly.

But a good editor still sees the big content problems in my work and goes to bat over them. I and my current editor, for example, were in huge disagreement over a key element in my urban fantasy series. ▶

The issue affected the whole series, not just one book, so it was particularly important. This wasn't a matter of "conflict" between us, because we respect each other and could just keep discussing it, trying to reach an agreement. When we did, it was a compromise that wasn't what either of us had started out wanting.... But after I implemented it, I realized it made the series better than my *or* her concept had been. So the happy result of a writer and an editor who work well together, with mutual respect, led to something better than either one was coming up with alone on the problem.

Now *that's* a productive editorial process. And it's one example, among many, of why I love working with good editors... even though I still regularly wrestle with redactophobia.

Laura Resnick's next urban fantasy novel, *The Misfortune Cookie*, will be released by DAW Books in November. She is on the web at <http://LauraResnick.com>.

Shifting Sands

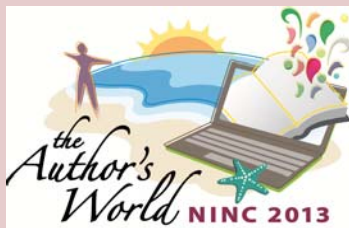
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contemporary stories for awhile...It was all about leaping in, not knowing for sure if the dive would be smooth or more like a belly flop, but aware that propelling myself with a sense of eager anticipation and confidence felt preferable to standing on the sideline with my knees knocking."

Charlotte's experience is encouraging. Maybe the courage to make changes and learn new things in our writing and careers is like any other muscle and becomes stronger with use.

Workout time, anyone?

JoAnn Grote is the award-winning author of 40 books, including inspirational romances, middle-grade historical novels, and children's nonfiction. Contact her at jaghi@rconnect.com.



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