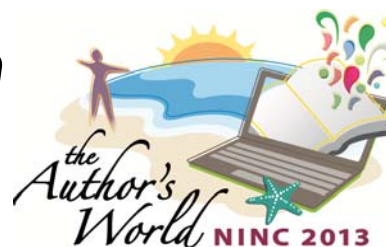


N I N K

November 2013
Vol. 24, No. 11

What to Know Before You Sign Your Next Contract:

Speaker: F. Robert Stein, attorney, Pryor Cashman LLP



BY ASHLEY MCCONNELL

Bob Stein comes from a traditional-publishing background and so limited the comments that he made on indie distributor contracts to his online review of the Amazon, Kobo, and Nook contracts. That being said, he opened the session with a brief description of the advantages and disadvantages that indie contracts have over traditional book contracts.

The advantages to the author in indie contracts include:

- ▶ You can terminate rights at any time (except fulfillment of sales that have already been made).
- ▶ Your grant of rights to an indie publisher/distributor consist solely of publishing the book in digital form. You retain all other rights, such as audio, performance, and print.
- ▶ There is no option clause for your next book.
- ▶ The grant of rights is not exclusive—you can publish simultaneously with more than one distributor (unless, for example, you agree to a further limitation such as Amazon Select).
- ▶ There is no non-compete clause.
- ▶ You set the list price.
- ▶ You are paid monthly.
- ▶ The royalty rates are enormously better than in traditional publishing.

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The disadvantages of indie publishing/distribution, compared to traditional publishing, include:

- ▶ The terms of the contract can be changed unilaterally at any time without notice to the author. If, however, they change the terms and you don't like them, you can terminate at any time. Also, changes in royalty and payments usually take effect 30-60 days later, so you may want to copy the initial contract into Word in order to use its "compare documents" feature to check on what has changed in possible future versions.
- ▶ You get no editing, proofreading, or cover. You have to provide all those things yourself.

Continued on page 5 ▶

Novelists, Inc.

FOUNDED IN 1989

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Jasmine Cresswell

Maggie Osborne
Marianne Shock

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

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are available on the website:

<http://www.ninc.com>

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Address changes may be made on the
website.

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

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Website:

<http://www.Ninc.com>

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:

Patricia Burroughs, Garland, TX
Antoinette van Heugten, Fredericksburg, TX
Chris Keniston, Richardson, TX
Erica Spindler, Mandeville, LA

New Members:

Laura Florand, Durham, NC
Sharon Hamilton (Sharon Hamilton, Angela Love),
Santa Rosa, CA
Gwen Kirkwood, Dumfries, United Kingdom
Jennifer Madden (J.M. Madden), Carlisle, KY
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Melanie Zoltan (Julia Kent, Harper Alibeck),
Framingham, MA

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 bro-

chures to conferences. Email Pari Taichert with your mail-

ing 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.

President's VOICE



Laura Parker Castoro

Ahoy there, Mate! It's time to **RENEW NINC MEMBERSHIP.**

The question I'm asked most often when I pitch Novelists, Inc. to prospective members is, "Why do I need to join another organization? I already belong to XYZ."

My answer, "NINC means business." NINC is all about the business of writing and publishing in all its aspects from the writer's point of view. No other writing organization of professional novelists is dedicated to keeping its membership informed on a personal up-to-the minute basis with news on all fronts of the publishing industry. It doesn't matter if you are a Traddie or an Indie or a Hybrid, the business is moving more rapidly than any one person can keep abreast. NINC is here for you with a network of like-minded professionals to keep each other in the know.

Renew now! Be glad later.

Being in NINC is akin to being in an enormous career lifeboat. At any given time, the board, staff, and committee persons are paddling like crazy to keep the craft moving forward. Others are on the lookout for new and wondrous sites (sic), innovations, the latest business news, and/or the marvels of an ever-evolving industry. Still others are on the watch for eddies, dangerous currents, pirates (literally), siren calls from unscrupulous would-be business partners, and other disaster-making issues and situations. Still others are our shanty men and women, leading us in lively/upbeat/inspirational conversations on NINCLINK or on Facebook or through blogs and Tweets to keep us going and doing the hard tasks required.

Most of us occupy the middeck, doing our individually assigned tasks, and perhaps contributing something here and there to help keep our NINC boat afloat. You are the heart of the NINC membership. Perhaps you read the blogs, *Nink*, and/or NINC groups regularly but don't often contribute, yet you benefit from these things just the same.

Renew now! We're all in this together.

Occasionally, while caught up in the turbulent waters of tough times, some of us need to get out of the commotion and go to the bottom of the boat to sit over the keel to keep from tossing our cookies. We've all been there or likely will be there at some point. No sales, book disaster, lost editor, all out of ideas, or whatever. This is no time to jump overboard. NINC doesn't prod or push or expect. NINC provides information on what's going on, even if you can't deal with it at the moment.

So, if you're sitting at the bottom of the boat this very minute, things will get better, the storm will break, and you will want to come up for fresh air and glimpse a blue sky. NINC will be there for you.

Renew now! It's cheaper.

Why NINC? You're never far from an informed, erudite, and generous community that has your back. It's a great place to be.

To renew: After November 15, 2013, log in at www.NINC.com and click on the Renew Membership tab on the main page. And, please, don't forget: *Fill out the Author Coalition Survey form.* ACA funds are used to help fund a broad range of activities, including our newsletter, our website, First Word conferences open to all novelists, as well as continuing to make available key monthly articles from our *Nink* newsletter to anyone who visits our web site.

Renew Now! You'll be glad you did.

— Laura Castoro
lauraninc@gmail.com

In MEMORIAM

Joyce C. Ware



Longtime NINC member, Joyce C. Ware, 84, romance writer, died at home in Southbury, Connecticut on October 3 after a year-long illness.

A Connecticut resident, Joyce was born in Manhattan, where she enjoyed a career as a radio and stage actress from the age of three until her “retirement” at nine. At 19, she married an Air Force pilot, and when widowed two years later, moved to Connecticut and remarried.

Joyce began her writing career with articles on travel and camping for a variety of magazines, including *The New York Times*. Since her favorite escape was reading the gothic suspense novel, she tried writing one. That effort, *The Lost Heiress of Hawkscliff*, was followed by three more gothics, all published by Kensington. She also wrote three books for their *To Love Again* line: *Homefires*, *Colorado High*, and *Come Be My Love*. In a departure from the romance genre, her final book was *The Dragon Whisperer*, an indie published novel for Middle Grade readers.

An expert collector of oriental rugs, she also wrote the well-received *Official Price Guide to Oriental Rugs*.

Joyce was an intrepid world traveler, often traveling to the Middle East on rug-buying expeditions. She never let age slow her down, and when in her seventies, drove alone from Barcelona over the Pyrenees Mountains to the south of France, where she’d rented a house for a week. When she wanted to learn to dance the tango, she traveled to Buenos Aires for lessons, and she also made several trips to Patagonia to indulge her hobby of fly fishing.

She will be remembered as a classy lady of warmth and intelligence, always generous and encouraging to other writers. She is survived by a son.

Business Briefs

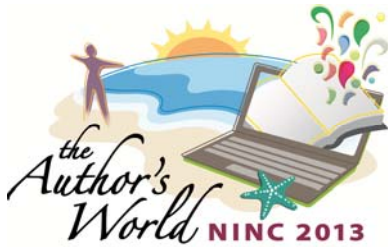
Compiled by Sally Hawkes

\$5,000 Literary Award Deadline Approaches

Nominations are now being accepted for the William Saroyan International Prize for Writing. Two prizes of \$5,000 each are given biennially for works of fiction and nonfiction. Cosponsored by the Stanford University Libraries and the William Saroyan Foundation, the awards are intended to “encourage new or emerging writers and honor the Saroyan legacy of originality, vitality, and stylistic innovation.”

For more information—including entry forms, contest rules, complete guidelines, and press materials—visit the website at <http://library.stanford.edu/Saroyan>.

— Stanford University Libraries



What to Know Before You Sign...

Continued from page 1 ▶

▶ You have no audit rights. With a traditional publisher, you usually have two years to challenge royalty statements. With an indie distributor, you generally have only six months to challenge their royalty statements.

So how many copies can you sell independently as opposed to traditionally? For most authors, not many. Amazon recently announced that 23 authors had sold more than 250,000 copies. So, as in traditional publishing, a few people will be spectacularly successful, some will be fairly successful, and many will not do well at all.

Stein's remarks thereafter were focused on traditional publishing contracts, and he made two essential points in that regard: First, contracts are quite negotiable. Second, you want someone who is experienced and has clout, whether it's an agent or a literary attorney, to negotiate for you. Agents often have "agency variations" of publishers' contract forms; that is, the publisher has already negotiated a standard set of changes to their boilerplate which will apply to all clients of that agency. That can be a problem if you want something which is in addition to or different from that set of changes. A literary attorney, on the other hand, is not bound by the agency's standard set of changes and will take on each new contract on its own merits. That can be more expensive to the author, who is paying the attorney by the hour, but can be more beneficial in the long term. And you can always send an agency's negotiated contract to a literary lawyer for review (*before you sign it!*).

Specific clauses have hidden land mines that the author should be aware of, Stein said. Some of those clauses (and a summary of Stein's comments) include:

The non-compete clause. Some publishers have written this clause so broadly that it severely limits what the author can publish, including short stories, ever. The aim in negotiating this clause is to limit it as stringently as possible, both in scope and in time. For example, one might revise the clause to read that the author should not publish any novel-length manuscript of the same genre, setting, characters, and time period within one year of publication of the manuscript.

Grants and territories. The term "publish" means "to make the work public." The contract clause usually calls for "the exclusive right to publish the work." It should be limited to specific forms, for example, to print, audio, and e-book forms. In the phrase "including but not limited to," the "but not limited to" portion should be struck, because it is a blank check to the publisher for everything.

Rights. Don't grant all language rights (world rights) if you have an agent who can sell foreign rights for you.

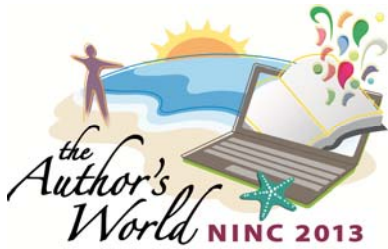
Subrights:

Strike "first serial rights" (pre-publication magazine rights) if you have an agent who can sell them for you. "Abridgement, condensation, or digest" — add that the author gets editorial approval. This will probably be granted except for *Readers Digest*.

Define "special edition rights."

Electronic text and adaptation rights. Electronic adaptation is the right to augment audio or visual elements with only some of your text. Require author approval of any proposals for such adaptations, or withhold such rights entirely.

Audio. Distinguish between abridged and complete audio reproductions. Specify non-dramatic audio (i.e., no multiple-actor versions including sound effects), which may conflict with motion picture rights in the eyes of the studios, and ask for right of approval.



What to Know Before You Sign...

Motion picture, television, and stage rights. Publishers hold these, but don't license them. Don't let the publisher have these performance rights; usually a traditional publisher will yield them for the asking.

Merchandising rights. Where possible, keep these rights, although children's book publishers often will hang onto them.

Electronic rights. If an older contract contains "electronic rights" but does not have any provision for payment of such rights, you may have the basis for a challenge.

Sub-rights splits: Generally, publishers are willing to share sub-rights 50/50, but you should negotiate 80 percent for British Commonwealth rights, 75 percent for foreign language rights, and 90 percent or not at all for first serial rights. You should retain motion picture rights in their entirety.

Authors may add a clause that if the publisher receives sub-rights income in excess of a stated amount, the publisher will remit the author's share of that income within thirty days of receipt. (If the publisher is paying attention, they will say no to this, because they won't remember to do this; you'll have to find out what sub-rights have been licensed and when the income comes in, and remind them in writing.)

Other contract clauses discussed in the session included:

Consultation rights: Consultation is not the same as approval. Don't settle for consultation; insist on approval or meaningful consultation (which means that they at least have to listen to you).

Time limits on approvals "not to be reasonably withheld" show up in contracts, but should not be 24 hours! You want copies sent to your agent or lawyer, who may be able to find you if you're on vacation.

Options: The worst clauses say that publishers can publish the next book on the same terms as the current one. Don't accept this; among other things it means you will never see an increase in your advance. The publisher may offer approval of the option work "60 days after publication of current manuscript"—but don't accept that either. The language should be something like "the earlier of 60 days after submittal or six months after acceptance of the current manuscript." In addition, are they basing approval of the option work upon a complete manuscript, a synopsis, or a proposal letter? You should not agree to a complete manuscript unless you are a complete newbie.

Be aware that if you submit an option proposal with the express purpose of breaking your contract, you may have a problem; if you don't sell that rejected option book somewhere else, then depending on the wording of the option clause, you may still be obligated to your original publisher (this was news to me; like many authors I thought that a rejected option was the end of the matter). This is another reason to write the option clause as narrowly as possible.

Matching clauses: Many publishers will include "right to match" provisions in their option clauses; Stein prefers to delete these. Generally, however, you can revise this language to permit you to take a book elsewhere as long as you don't accept less than your publisher offered. If you cannot delete this clause, make sure that it includes not only a money match, but also all material business terms such as approval times, escalators, and so on.

Non-compete clauses: Relatively few authors make enough money to be able to litigate these issues, which is another reason to negotiate hard on them. At the very least it should be limited to full-length novels and should have a time limit, for example, a year or two from publication of the current manuscript. In the course of discussion of this clause, one author mentioned changing genres in the middle of a six-book contract and said the publisher had not given her any difficulty. Stein said they were probably waiting to see

how the new book did; if it was successful, they would change the contract, and if not, they will enforce the existing contract. If you do something like this, you want a written record (not just an email!) that a new type of book satisfies the requirements under the existing contract, and it should go through your agent or attorney. Stein also noted that “if you ever see the word “permit” as in “the author shall not permit”, change it to “authorize” instead. (This applies to all clauses, not just a non-compete clause. You have no control over what may happen without your permission, but you can authorize or not authorize something to occur.)

Time limits: Publishing contracts are often specific about the author’s time to deliver a manuscript and strangely silent about how much time the publisher has to accept or publish it. Don’t let them get away with that! A contract should be as specific about the publisher’s time obligations as it is about your own. There should be a specific period (for example, 60 days) in which the publisher must notify you that your book is accepted or not, and if not, why not, and what changes would be required to make it acceptable. You should also have a reasonable, specific period of time for revisions.

If you revise and re-submit, and your book is still not acceptable, the contract should specify what happens to the advance. Once, it would be limited to the proceeds from another publisher (if you sold it elsewhere). It is occasionally still possible, although increasingly difficult, to get a meaningful “first proceeds” clause with the original publisher, stating that you would pay back only from the second publisher’s advance and not subsequent royalties. Thus, if your first advance was \$100,000 and the second was \$20,000, you would only owe the first publisher the \$20,000. However, if you self-publish the book, you would have to pay back the entire advance; traditional contracts don’t take self-publishing into account.

Delivery: The contract should be specific about what you are obligated to deliver in terms of plot and page or word length. However, if it calls for “related materials,” cross out that clause! You want to substitute “mutually-agreed” materials. You want to limit the related materials you are required to supply, because you will be required to deliver extremely broad permissions or releases along with the related materials, which can become very expensive for you. For example, if you are required to deliver illustrations along with a children’s book, you must remember that the artist, not you, owns the copyright to that art—and if the publisher decides to license toys based on those illustrations, the artist can sue for infringement if you have not paid the artists for a sufficiently broad release. Limit your liability! But remember, too, that if you fail to deliver contracted related materials and permissions, the publisher may have a clause which states it has the right to buy those materials and permissions and charge them to your advance or royalties. You’ll want to strike that clause. Your contract should state that after a reasonable period (30, 60, 90 days) after delivery, the manuscript must be accepted or rejected in writing.

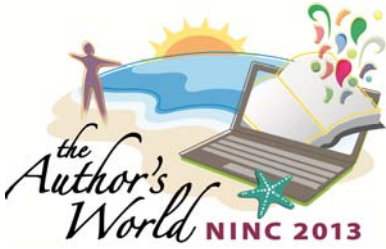
Advances: The single most important change in a contract has to do with when the advance is paid. If your contract reads “payment on publication,” it should be changed to “the sooner of publication or [some period] after acceptance of manuscript. Without that change, payment on publication may be fatal if the publisher never publishes the book.

E-book royalties: Typically, publishers offer 25 percent of amounts received, although in at least one case 40 percent of net for a name author has happened. There’s very little difference between “gross” and “net” for e-books, but remember, “gross” does *not* equal cover price. You want to include a clause that if the publisher subsequently changes to a higher standard rate for their authors, they will also adjust your rate (but, of course, they must never give you less!)

Liability/indemnity: The publisher should only be able to invade your royalties on other books if they get sued over your work, and you need to add a provision for “no cross-collateralization”—no joint or basket accounting. Change publishers before you agree to a joint accounting clause. (Some writers disagree with this, but Stein was quite firm on this point for the writers he represents.)

Joint accounting: Be sure to delete references “to this or any other work” in the contract.

Reserves against returns: Some authors can get limits on reserves against returns. The language you want to see is something like “after one year will not hold reserves higher than the actual return percentage thus far experienced by the publisher to date, and will not hold such reserves for longer than four accounting periods.” Publishers will also hold reserves on e-books and subsidiary rights, which is something that you should try to guard against and specify that they cannot do. ▶



What to Know Before You Sign...

Rights without royalty rates: There is often a clause that “if the publisher exercises rights for which no royalty rate is established ...” This language should be changed to “if the publisher desires to exercise rights for which no royalty rate is established, the publisher shall *first* negotiate rights as agreed upon in good faith by publisher and author.”

Licensing with affiliates: There should be a clause which states the publisher will enter into agreements with affiliated companies on the same terms as it licenses agreements with nonaffiliated companies.

Royalty statements: Add a provision that in addition to royalty statements, you may once a year request further information not included in the royalty statement, such as the total number of copies printed in each edition, the total sold, total shipped, actual returns, an itemized list of sub-rights received, an approximate number of salable copies on hand at the end of the royalty period, and anything else you really wanted to know about but were afraid to ask!

Audits: Add a provision that if an auditor finds an error to your disadvantage in excess of five percent of the sums actually paid during the audited periods, the publisher will pay the entire cost of the audit. The publisher will want to apply this to all sums they have ever paid you, but try to argue this point. They will also want to pay the cost of the audit up to the amount of the underpayment, which may be less than the cost of the audit to you. Also, publishers may not notice that they have underpaid you, but they will eventually notice if they ever overpay you!

Cost of changes: If you ask for changes in proofs that you could have made in the manuscript, you pay for the cost of those changes. What you need to include in this clause is that you do not have to pay for corrections of publisher’s errors. There should also be a provision in every contract that once a publisher accepts a manuscript it will make no changes other than to correct typos or grammatical errors without the writer’s written consent.

Excerpts: Include a clause that you have the right to publish excerpts of your book on your website and in communications to readers. Publishers will seek to limit how much you can publish, but they will generally agree, in connection with motion picture rights, to language which says, for example, “up to 7500 words in the aggregate.”

Copyright: The contract should include a clause that the publisher will publish the copyright notice in the book in your name and will apply for registration of the copyright in your name within three months of the publication of the book.

Reversion of rights: What does “out of print” mean? It means that the publisher has *declared* that the book is out of print—otherwise, it is still in print. The contract clause should say “out of stock or unavailable for sale.” If you ask for a reprint and the publisher does not comply within six months, rights should revert. If the only editions available are POD or e-book, the contract should state that they will not constitute “available for sale” unless you have sold x copies and earned y dollars in the twelve months previous to your request. The publisher will usually insist on 250 copies or \$250. You may be able to get 1,000, but that’s rare.

Books should be in stock, available for sale, in English, in the United States; otherwise, rights revert. The publisher should also provide the author with a letter stating that rights have reverted. They may reserve rights on licenses granted, but if so, they should tell you exactly what those licenses are. The contract may state “if an option or license exists” — strike the word “option.” A license for publication is useless unless it is exercised within 12 months of the date of the license. You should also ask for “the right to purchase plates, films, and electronic files for the Work to the extent that they remain available.”

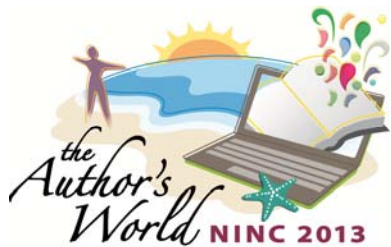
Force Majeure: This clause allows publishers to defer all their obligations, and refers to events outside their control. These may be particular to a publisher, such as a warehouse fire, or affect all publishers, such as a lack of paper to print upon. If it affects only one publisher, after a delay in publication of a year, you should have the contracted right to demand a reversion of rights. If it affects all publishers, a longer delay is reasonable.

Insurance: Ask the publisher whether they offer author insurance, and what the deductible is—if it's a million dollars, it doesn't do you much good. One publisher has an indemnification clause which limits the deductible to the lesser of 50% of the writer's advance or actual costs.

Warranty and indemnity: The publisher has the right to withhold money from you if there is a claim against your work. However, the clause should read that if within 12 months following receipt of claim no legal action has been brought, they will release your money. In addition, the amount withheld should reflect the likely expense of the problem—something that will go to trial will be more expensive than something that is likely to be dismissed.

This session was two hours, ran long, and could easily have gone four or more. Stein did mention that many of these issues are covered in a chapter of a new book entitled *Entertainment Law*, which will be released within several months by the New York State Bar Association.

Ashley McConnell has published 17 novels and several short stories, including one in the first NINC anthology, Cast of Characters. In addition to her fiction work, Ashley has written nonfiction about writing, science, and the culture of large companies. 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.



NINC 2013 Conference — It's Not Over Yet!

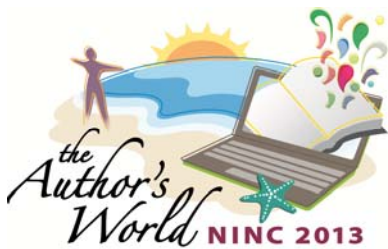
It is post NINC Myrtle Beach, and you may have all returned home exhausted, but also wired with the energy and possibilities generated at the annual conference. If the committee did its job well, you didn't want to miss a moment of the line-up of speakers, events, and the traditional Night Owl sessions. And let's not downplay the value of sitting around the bar relaxed enough to have one-on-one with our industry and guest speakers ...making connections and having your say.

Hopefully the details of NINC 2013 conference are still fresh in your mind, because the committee would like to have your feedback, opinions, ideas, complaints, praise (!), and demands for next year. What could have been done better? What could there have been more of? Or less? What was surprising ... or very special to your experience, and how can NINC build on this year's event for next year?

We hope you'll take five minutes to share your thoughts with us now. Really...just a few minutes! Reflect on your experience in Myrtle Beach and let us know...was it good for you?

— Sandra Kitt
NINC 2013 Guest Speaker Liaison

Don't Miss Conference ReCaps in the November & December Issues of *Nink*.



Organizing Yourself and Your Support Team for Maximum Success

BY ASHLEY MCCONNELL

Participants: Dallas Hodge (for Liliana Hart); Ken Ortolon (for Julie Ortolon); Rick Ryan (for Patricia Ryan); husband of Edie Claire; Elissa Wilds (coach); Pat Van Wie (Belle Bridge Books)

This session brought together four husbands, a coach, and an editor to talk about what a support team does, the tools they use, the pros and cons of working with family, and the rewards for the people doing the support work.

The top questions had to do with what a support team *does*, exactly. The answers from the husbands were varied. All of them spoke of using spreadsheets to track and trend sales, but some also do the initial setting-up on new projects such as audiobooks, discuss when and where to do a promotion, set up profiles, and so on. Dallas Hodges took lessons in web design and does formatting, designs sales banners and does maintenance on Facebook and Twitter, while Ken Ortolon may write an article for Julie's newsletter, clean up the newsletter mailing list, help do setup for audiobook projects, and do proofreading. The consensus was that their main job was to do "the things that would drain her," without getting in her way if she wants greater involvement in the details.

Elissa Wilds said that as a creative coach, her job was to remind authors they are creative individuals, not machines, and help them get centered, develop a game plan, and stay on track. Pat Van Wie, as an editor at Belle Books, remarked that "Belle Books is a spouse" in that they do all of this as well. Rick Ryan does time management—so that his wife doesn't have to spend her best writing time looking at spreadsheets!—and monitors sales daily to help them measure success. They agreed, though, that the authors often knew more about marketing trends than they did and were better connected in those areas. However, by keeping records on spreadsheets of sales related to promotional campaigns, they can offer advice on which promotional efforts have resulted in measurable success.

On the pros and cons of working with family, the important point had to do with remembering that it is the writer's business, not the spouse's, and the support person can't try to be the boss. Sometimes it's hard to separate business from non-business issues, and sometimes it's necessary for the writer to set very clear expectations on what the approach should be, what the expected end result is, what needs to get done. Ken Ortolon mentioned a weekly meeting to set goals for the coming week and talk about whatever's going on of consequence, promotion, how the writing's going, and business results.

All of the panel members working as direct support used Excel and noted that it was more flexible than a database program. One person used Quickbooks, but only for 1099s for people such as website designers, formatters, and other non-family members. All the panelists agreed that they were only one member of a larger team, and that while they supported the author, other people (such as website people, cover art providers, or professional editors) also provided support. It's not a one-man show. All the authors also had virtual assistants in those areas.

Not all the support people were paid, and there was some difference of opinion about whether the job should be salaried or not.

Elissa Wilds noted that sometimes the writer does need permission to rest—it's not so much "spending enough time writing" as it is knowing when to stop. As a coach, she creates a plan for the writer and finds someone the writer can be accountable to. Another panelist noted that there's a difference between push-

ing someone to write “enough” and badgering the writer. There’s value in routine and keeping distractions from getting in the way. And one of the panelists noted that the main thing to make sure his wife kept writing was to sleep late—and stay out of her way! They don’t give advice to the writer about how to do her job—it’s her job and her Muse.

The division of labor between author and support person is not just “the author writes and I do everything else.” They don’t act as managers; they take direction from the author, and sometimes act as a sounding board, but she makes the decisions. The support folks have to remember that the author is writing the book, but other things can grow out of the relationship—one person always does taxes, for example, or sometimes someone isn’t comfortable taking on a particular task, and the other person needs to do it.

Pat Van Wie was asked what Belle Bridge did specifically to take promotion off the author’s shoulders, and responded that they have a marketing team in the office which is tied in to Amazon, for example, at a different level than indie authors are. They have lots of Daily Deals and so on. The editor can work directly with the author, and they can have exposure on the Belle Bridge Facebook page, be included in office posts, their newsletter and website, arrange blog tours, etc. Their turnaround is not as fast as for an indie author; their list is extremely full now, and they are becoming more picky. Their time frame is now 12 to 15 months to publication.

Comments from the audience indicated that the model presented by the panel was only one way to approach the concept of having a family member do support work. Some people felt that in their own relationships, it simply would not work. Others said that their non-writing spouse acted as their CEO. One size does not fit all! But the panel was clear that they felt there were great rewards in being able to help their authors become more successful, and the payoff benefited them as much as it did their writers—whether it was simply not having to go into an office every day or being able to increase writing income to meet family goals. They were unanimous that it was worth their time and effort.

Ashley McConnell has published 17 novels and several short stories, including one in the first NINC anthology, Cast of Characters. In addition to her fiction work, Ashley has written nonfiction about writing, science, and the culture of large companies. 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.

Business Briefs

Penguin Returns Library Lending

Penguin has renewed a contract with Overdrive (library e-book provider) after a two-year absence. The new titles will be \$18.99, with backlist from \$5.99 to \$9.99. Penguin is also working with Baker & Taylor’s Axis 360 in a library pilot in Los Angeles and Cleveland. The company also continues its relationship with 3M.

Overdrive users borrowing Penguin titles will have to “side-load” to Kindles using a USB. Random House e-book lending contracts are not included in the policy, despite the recent Penguin Random House merger. Hachette provides its full e-book catalog to Overdrive, Baker & Taylor and 3M as does Macmillan’s Minotaur imprint, while Simon & Schuster works with Baker & Taylor and 3M. HarperCollins is the only publisher that restricts e-books lending – libraries have 26 lends before contract renewal.

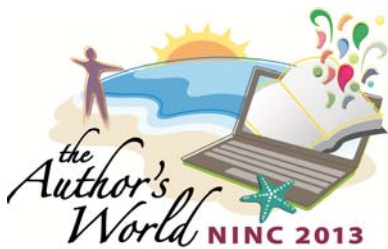
PW Daily

Heartland Fall Forum Dates Set



The Midwest Independent Booksellers Association and the Great Lakes Independent Booksellers Association announced the partnership will continue. Next year’s event will be at the Depot Renaissance Hotel in Minneapolis Sept. 30-Oct. 2, 2014 and in 2016 the group will return Oct. 5-7. No 2015 details were cited.

PW Daily



PUTTING THE AUTHOR FIRST: Keeping the Creative Spark Burning

BY TERESE RAMIN

Featuring Creativity Coaches Elissa Wilds and Wendi Christner, this workshop focused on showing authors how to protect the creative spark from being snuffed out as we stress over the rapidly changing business of publishing, promoting, and procuring (hey, it's another "P" word and I love alliteration) outlets for our work.

All writers at all levels experience the paralyzing emotions of fear, envy, discouragement, lack of inspiration, sadness, and fear (because the fear-thing happens a lot). When these things happen, it's our muse's job to tell us "Hey! You don't always have to be brilliant, that's my job. You just have to show up and listen to me." (I have paraphrased.)

In other words, we need to get off the fear-envy-discouragement-etc. hamster wheel, calm down, and call up our muses. It helps if s/he has a name so s/he knows when you're demanding its attention. (Side note: since at present my muse is an eight-year-old boy with no attention span, it's not unheard of for me to have to go out, collar him, and drag him back by the ear kicking and screaming.)

Clearly, to many writers, this approach will sound airy-faery / touchy-feely / new age-y because writing / plotting / storytelling is a job at which we show up, sit down, and apply fingers to keyboard, at which point *voila!* The words appear on the page out of a habit and necessity the muse is automatically part of.

But no matter what kind of writers we are, whether we're angst-riddled artists or wonderful workaholics, we've all experienced moments when we're unable to disconnect from the chaos around us and the ability to perform deserts us.

The muse exists in the writer's vulnerability to creativity; it dwells in wonder and awe. In order to get it back it's helpful to change our environment, experience art other than our own, go out on muse hook-ups with other writers (because two or three muses working together to jump start story / creativity are better than one), go on dates with our muses, meditate—or simply dance, sing, play, and feel.

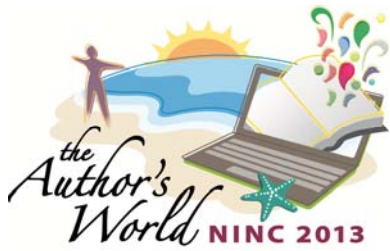
Too often we forget that in writing, we're doing something special—that we have a genius for story, communication, and connecting with readers who look to our work for escape from their lives. Not many people can do this, and we should consider it sacred, as in *I create therefore I am...*

In order to reconnect with a missing muse, we need to allow ourselves to commit to change in baby steps (The Kaizen Way). At <http://www.messagesfromyourmuse.com>, Elissa and Wendi are available to help if needed.

The real crux of this talk was that as artists and writers, we need to treat ourselves well, balance our lives by taking a "whole person approach to wellness" that includes:

1. Self-responsibility & love
2. Breathing
3. Sensing
4. Eating (properly)
5. Moving (get up and get moving!)
6. Feeling (allow ourselves to be vulnerable)
7. Thinking
8. Playing & Working

Continued on page 14 ▶



Advanced Writing Workshop: Wired for Story

BY DORI KOOGLER

Lisa Cron, author of *Wired for Story*, started off the NINC conference with a writing workshop that emphasized story as a function of the way the human brain processes information, "What Your Reader Really Expects: Five Steps to Creating an Irresistible Novel."

"Story is more than entertainment. We don't turn to story to escape reality," Cron says, "we turn to story to *navigate* reality. We use story to make sense of everything." Story translates facts into something very specific to the system we use to make every decision in our lives--our emotions. All the sensory input that we receive every day causes physical sensations--things we can physically *feel*--which the brain translates into emotions. We often hear "emotional" used pejoratively, to indicate something that gets in the way of logic and dispassionate reasoning, but Cron believes this is backwards. "Emotion isn't the monkey-wrench in the system," Cron asserts, "emotion *is* the system" that allows us to make rational decisions. In the face of the unexpected and the unknown, stories function as simulations that let us "try on" different responses to unfamiliar situations.

This ability to imagine possible solutions to problems before actually encountering them was crucial to survival, and consequently human evolution worked to make sure that telling and hearing stories triggered the pleasure centers of the brain. We are hard-wired to crave stories, the same way we crave fat and sugar in our diets and socialization in our daily lives, and because the sharing of stories demands social interaction, stories make us feel good.

Cron offers five exploratory steps that make stories more compelling. First, we must ask ourselves, "What if?" What happens to break the familiar patterns that go unnoticed because they are so routine? What happens when we expect one thing to happen, but our expectations are not met? This "what if" is the point of a story; it allows us to explore ways to cope with the unexpected.

"What if?" is not what the story is *about*, however. The story is about what happens to *a character* when things go wrong, and how they cope with the fallout. The "Who" of your story is crucial, because that is how your reader is going to experience the story, not metaphorically but *literally*. "Virtual reality is not a metaphor," Cron says, "it's what we're really experiencing." Neurological studies show that your brain experiences the actions you are reading about as though they were physically happening, even though you are aware that they're not.

The protagonist of a story is the lens through which all the other characters' stories are filtered, and who you choose for a protagonist can alter the shape of your story, because he represents the way the story works. The way he views the "what if?" determines his actions; this is the "why?" of the story. Why does upsetting this particular appletart affect him the way it does? Why is it important, what beliefs does it challenge? Why will it make a difference in the character's life?

The answers to these questions depend on the protagonist's world view. This world view and how the events of the story make the character question it drive the character's reactions because whatever has disrupted his life makes him examine long-held beliefs which are incompatible with the current situation. Cron says that discovering, in specific detail, what these challenged beliefs are and how they came to represent the character's world view is the key to a more compelling and engaging story. Knowing how the character sees things at the beginning of the story is the only way to understand why he sees things differently at the end of the story.

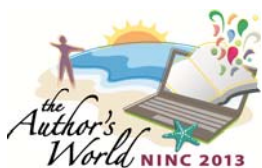
Because we think in concrete images, the meaning we make when we see things comes from what we have already experienced and the way we believe the world works comes from specific memories. Likewise, everything your character thinks and believes must come from specific memories. The more you know about the moments that shaped your character's beliefs, about what specifically caused him to think in a way that is not compatible with the way his life has suddenly changed, the more real you can make his reactions to the events of the plot. This in turn makes it easier for the reader to understand what the character wants and what is keeping him from getting it, and Cron advises writing, in scene form, the moment in which your character's world view on the particular problem crystallized.

Finally, you need to find the "when," the moment something happens to force the character to take action and to realize what he wants isn't actually what he thought he wanted--the moment the character's assumption that everything is fine proves to be wrong. What is the most uncomfortable moment for the character to come face to face with his wrong ideas?

Cron says that these five steps--finding the What If, the Who, the Why, the Protagonist's Worldview, and the When--before you start your first draft will cut down on the time spent rewriting, provide a context that will help in writing a first draft, and give you a story that is deeper and more engaging and changes how your reader sees the world.

Because that is the point of stories, after all.

Dori Koogler lives in the Shenandoah Valley of Virginia. She just finished a Master of Letters in Shakespeare in Performance, whereupon she collapsed in relief, and will get back to writing fiction when she's recovered.



PUTTING THE AUTHOR FIRST: Keeping the Creative Spark Burning

Continued from page 12 ▶

9. Communicating (not only with others but with ourselves)
10. Intimacy
11. Finding Meaning (in what we do if necessary!)
12. Transcending (our internal and external difficulties and reaching for the creative process we love.)

Now sit down and find that quiet inside you where dwells that something that's larger than you that will bring you everything you've ever wished for in life—another completed, bestselling book.

Terese Ramin is the author of 10 romantic suspense novels. She has participated in multiple collaborative anthologies, including the current The Sound and the Fury, 100 percent of the profit from which benefit the International Fund for Animal Welfare (IFAW). Her current novel, The Cured, is her first straight suspense/thriller written with author David Wind. She is also a freelance editor.

Business Briefs

New SF, Fantasy, Horror Imprint Coming from S&S

Simon & Schuster have announced a new imprint for science fiction, fantasy and horror that will be headed by Jon Anderson, executive vice-pres. of S&S Children's Publishing. The imprint has not been named yet.

PW Daily



Celebrating the Best of NINC

Tradewinds Hotel, St. Pete, FL
October 22-26, 2014

Yesterday, Today, and Tomorrow

TradeWinds Island Grand Hotel

St. Pete, Florida

October 22-26, 2014

2014 marks the 25th anniversary of the founding of Novelists, Inc. Twenty-five years of anything is something to celebrate (unless you're serving 25-to-life, that is), and we're going to celebrate our anniversary at the TradeWinds Island Grand (<http://www.tradewindsresort.com/properties/island-grand.aspx>) in St. Pete Beach, Florida.

We're getting an early start, too, because when we say this is going to be a "big one," we mean it!

Remember **Carolyn Pittis**, who wowed us in Florida in 2010 and 2011? We've got her! No longer working for any single publisher, she is Managing Director of Welman Digital LLC, NYC (<http://www.welmandigital.com/>). What does that mean? It means more freedom for Carolyn to speak on behalf of the author (that would be us), including a workshop with the provocative title: *Ten Uncomfortable Questions to Ask Your Publisher Right Now*. Carolyn will of course also be a part of our one-day panel sessions!

We're also delighted to announce **Lee Lofland**, creator of the renowned Writers' Police Academy (<http://www.writerspoliceacademy.com/about/>) and the popular blog *The Graveyard Shift* (<http://www.leelofland.com/wordpress/>). His stellar work with the WPA has kept him off the conference circuit, but we've got him for both a Special Session during the one-day and the full conference. No matter what genre you write in, sooner or later you're going to encounter a crime and/or a dead body.

Once again, NINC is offering its EZ-Pay plan, dividing the \$375 conference fee into three bite-size payments of only \$125, payable between now and August 31, 2014. Deduct some this year, deduct the rest next year, give yourself an early holiday present ... and get first choice of hotel rooms at the TradeWinds once you make your initial payment. When it comes to the best rooms at a NINC conference, the last don't go first!

We'll be back in *Nink* with more news next month and every month after that, but for now, we've got part of the 2014 conference site up and running at www.ninc.com, including the Member Registration Page, information about the hotel, and even more signed speakers.

Kasey Michaels, Chair

Karen Tintori Katz, Talent Scout

Kay Hooper, Registrar

Publicity/Social Media Guru: Up for grabs! Contact Kasey at kcmi@aol.com!



WRITING is TAXING

By Diane Kelly

Year-End Tax Savings Strategies

The end of the year is almost here, which means it's time to consider those last-minute tax savings strategies.

Stock Up on Supplies

When it comes to taxes, timing is everything. As "cash basis" taxpayers, we sole proprietors deduct expenses in the year we pay them. Expenses paid via check or credit card are treated as paid when the check is tendered or the charge is made, even if the check doesn't clear the bank or the credit card bill isn't paid until the following year. For example, if you buy office supplies via check or credit card on December 31st of this year, you can deduct the cost on your 2013 tax return even if the check clears or you pay your credit card bill in January 2014. If you're running low on supplies, stock up now to reduce your 2013 tax bill!

Upgrade Your Equipment

Thinking about buying a new computer, printer, or tablet? Upgrade by year-end to get a depreciation deduction or elect to expense your costs up to the amount of your net profit from your writing business.

Pre-Pay Travel Expenses

Got a trip coming up next year? Buy your plane tickets now or pre-pay for your hotel room to get a deduction for 2013.

Contribute to Charity

Just as business expenses paid by year end will give you a deduction on your 2013 Schedule C, charitable contributions made by year end are deductible on Schedule A by those who itemize rather than claiming the standard deduction. Write that check to your favorite charity or clean out those closets and donate your no-longer-needed items by December 31st.

See Your Doctors and Stock Up On Prescriptions

Out-of-pocket medical expenses are deductible as an itemized deduction on Schedule A to the extent they exceed 10 percent of your adjusted gross income for those under age 65 at the end of the tax year or 7.5 percent of your adjusted gross income for those who are age 65 by year end. By lumping as many medical expenses as you can into 2013, you can maximize your potential deduction.

For details on what costs qualify for the deduction, take a look at IRS Publication 502 "Medical and Dental Expenses" at: <http://tinyurl.com/34pgy>. Be sure to also check out this Q&A info which details new rules for 2013: <http://tinyurl.com/kdstjz5>.

Contribute to Retirement Plan

Making tax-deductible contributions to a retirement plan can result in significant tax savings. The easiest retirement savings plan for a self-employed person to set up and administer is a SEP-IRA. "SEP" stands for Simplified Employee Pension.

You can set up a SEP-IRA for a given tax year as late as the deadline for that year's tax return, including extensions. You are allowed to contribute up to the lesser of 25 percent of your net income from self-employment or the annual maximum limit, which is \$51,000 for 2013. The annual maximum limit amount is indexed, meaning it fluctuates from year to year.

Given that you might not know your net income amount until you prepare your tax return next spring, you might not know how much you can contribute. However, if possible, I recommend setting up the SEP-

IRA and funding it before the year-end. Contributions made after the end of a given tax year are sometimes misclassified by the financial institution as the following year's contributions. For this reason, if you make contributions for a given tax year after the end of the year, be sure to make it crystal clear to the financial institution that the contribution applies to the preceding tax year.

For more information on setting up a SEP-IRA, take a look at IRS Publication 560 "Retirement Plans for Small Business" at <http://www.irs.gov/pub/irs-pdf/p560.pdf>.

Offset Your Capital Gains

Taxpayers can deduct a net capital loss of up to \$3,000 in a given tax year. If you've had significant capital gains on the sale of stocks this year, you might want to consider selling your poorly performing stocks at a loss to offset the gain.

Make Gifts

While making a gift near the end of the year won't save you much, if any, on your taxes this year, it will enable you to save more next year. The recipient will be responsible for any earnings on the cash or property after he or she receives the gift.

Do you own stocks that have appreciated significantly in value? Consider gifting them to your children or grandchildren. They will be responsible for taxes on the dividends earned after the transfer, as well as the tax on the capital gains when the stocks are sold. Have some extra cash lying around? Gift the funds to a worthy beneficiary and the recipient will owe the tax on the interest.

That said, make sure you understand your gift tax reporting responsibilities. No gift tax is actually due until a taxpayer has made a total of more than \$5.25 million in gifts in the taxpayer's lifetime. However, even if no gift tax will be payable, a return must nonetheless be filed by a taxpayer who makes gifts to any particular recipient during a given tax year that total more than the annual exclusion amount. The 2013 exclusion amount is \$14,000 per recipient. A married couple can make a total of \$28,000 in gifts to a single recipient in 2013 before a gift tax return must be filed.

Organize Your Records

The hustle and bustle of the holidays often leave taxpayers with little time to get organized before the tax filing season. To make sure you don't miss out on deductions, be sure to stay on top of your recordkeeping, and save receipts for those business-related items you purchase while out shopping for Hanukkah or Christmas gifts.

Caveat

The preceding advice assumes you will have a net profit from your writing business for the 2013 tax year. If you will have a net loss or only a small net profit, you might be better off postponing your expenses until next year if you expect to have a larger profit in 2014.

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.

Business Briefs

Self-Publishing Numbers Increase

Bowker's newest ISBN data show self-published books numbers increased by 59 percent in 2012 to a total of 391,000 titles. E-books are credited with the growth. Print books are responsible for 60 percent of the final tally, but that is down from 89 percent in 2007. Eight companies are responsible for 80 percent of the works, including Smashwords and CreateSpace. Fiction remains as the top genre ahead of inspirational/spiritual works, children's books, and biographies.

PW Daily

The Mad Scribbler

By Laura Resnick



Sea Change

“My advice on dealing with publishers: Let your agent do it. Agents are more important than publishers. Agents are more important than anyone. Which brings me to my advice on dealing with agents: You can’t. They won’t speak to you. They’re too important.”

— P.J. O’Rourke

After four very bad (and costly) agenting experiences, all of them with reputable literary agents, I didn’t want another agent after I fired my fourth in 2006. But I looked for one anyhow, because I was still hypnotized in those days by the “conventional wisdom” of our profession, which said that a career novelist *must* have a literary agent.

However, although a couple of the agents who rejected my queries in the next few months were businesslike and civil, the others were so unprofessional, sloppy, and/or rude (even bizarrely petulant) in how they handled a query from a published professional that it further cemented my growing conviction that this was not a profession I could *afford* to have representing my work, communicating with my publishers, advising me on business deals, negotiating my contracts, and handling my money.

I realized that the only reason I was still sticking with this self-evidently flawed business model which had repeatedly damaged my career, my income, my publishing relationships, and my mental health was ... *fear*. And *all* my fear was based strictly on the “conventional wisdom” of our profession and the vague forebodings of other writers about the doomed madness of working without an agent. My own consistent experience, after all, had been that I got more books into submission, generated more contracts, usually earned better income, and had better publishing relationships *without* agents than *with* them.

So I decided in early 2007 to quit the agent-author business model and switch to self-representation, retaining a literary lawyer to negotiate my contracts. As I have recounted before, this proved to be such a good business decision that my experiment quickly morphed into a permanent choice about how I run my career.

But for the next few years, I was in a tiny minority and often dismissed as an exception that proved the “rule.” The fact that I was experiencing career growth without an agent was usually interpreted as an anomaly, rather than as a valid example of this path as a perfectly viable option for career writers.

Then in 2009, author Dean Wesley Smith started regularly posting blogs that discussed his own criticisms of the agent-author business model. For the next year or so, I participated extensively in those discussions, precisely because it was such a welcome relief to find another writer commenting on this subject, suggesting that it’s a *good idea* (rather than a sign of self-destructive idiocy) to consider working without an agent, and recommending changes in the way that literary agents function.

(You can still find most of those essays and discussions at DeanWesleySmith.com. Click on the “Killing the Sacred Cows of Publishing” tab and read any article listed there with the word “agents” in the title.)

While posting those blogs for a year or two, Smith was attacked, refuted, and ridiculed by editors, agents, writers, and aspiring writers, and he received hate mail. Because *only three or four years ago*, the very idea of

writers using alternative business models was *that* threatening, controversial, and objectionable to many people in our industry. (Actually, the people who expressed the most outrage about Smith's blogs were aspiring writers. Followed by agents and entry-level editors.)

Obviously, we have seen enormous changes in the industry since then. The rise of self-publishing, as well as the rise of small and mid-size publishers which have never required a writer to submit via an agent, have all done a lot to reshape the industry and alter the view of agents as "essential" to the publishing process. After all, when you're *already* making good money from your writing, building a readership, and engaging with publishers, all without an agent, as is the case with so many writers in the past three years, then it's a whole lot harder for anyone to convince you that you **need an agent** to do these things. And in that landscape, a publisher that declines to acknowledge your existence *unless* you get an agent ... increasingly just looks like a company you can remove from your radar without regrets.

Nonetheless, I assert that the greatest "damage" to the position of agents in the publishing world has been the behavior of most agents themselves. Speaking as someone who writes for the traditional publishing world, and who has a large number of friends, acquaintances, and colleagues still involved in traditional publishing, here's what I have seen consistently in recent years, and I think the momentum of these trends has increased noticeably in 2013:

Steadily-earning writers have fired or are willing to fire their agents because the agents won't send out their work, won't follow up with editors, and don't answer their calls or return their emails. Working writers have dropped or are ready to drop agents who won't address a problem with the publisher, won't keep asking after a missing check, won't pursue a discrepancy in royalties, and/or won't challenge a clear case of publisher malfeasance.

I could pay for all the landscaping my yard needs if I had a fiver right now for every client or recently-departed client who's become exasperated with their agents blogging and schmoozing online to attract new clients *at the expense of* focusing on the clients they've already got who have active business that actually needs their attention.

I've lost count of how many writers are concerned (or exasperated; or leaving) because their agents aren't keeping up with the changes in publishing, are unfamiliar with (and resistant to learning) any markets other than the same old handful of contacts at the remaining five publishing corporations in New York, and resolutely ignore the way the industry is growing by leaps and bounds beyond those narrow confines.

I've encountered an alarming number of writers dealing with contractual clauses that (it now turns out) the agents-of-record didn't understand when advising their clients to sign those legally binding documents—and *still* don't understand now that serious problems are arising from those contracts. Yet those agents continue collecting 15% of the earnings, while their clients spend additional monies to hire lawyers to address the mistakes the agents made and have no idea how to mitigate.

It also seems that more agents than ever before are neglecting their midlist clients to a shocking extent in order to focus almost exclusively on two or three bestsellers and perhaps one or two new clients who they've convinced themselves are the "hot new" thing (many of whom wind up sharing their tales of woe online after the agent loses interest when the writer's first novel does not become an overnight bestseller). And writers are tired of it and have left or are thinking of leaving, because it's unproductive to work with a representative who ignores you.

And so on. These are all real-world examples from the past few years, not the product of my fevered imagination.

As changing conditions in the industry increasingly mean that long-accepted status quos become open to question, the status of literary agents is indeed being questioned. And more than the changing nature of the industry, the effects of disruptive technology, or the fiscal redistribution caused by long-tail economics, it is the unprofessional, incompetent, and egregious behavior of too many literary agents which has damaged their profession, threatened their livelihood, and made so many writers start questioning whether they even need or want a literary agent anymore.

Had this been a stronger, more reliable, more functional business model with higher standards of professionalism, I don't believe it would be under such threat now; but it was weak and deeply flawed. As a result, I see a growing number of writers these days who are firing their agents for poor job performance, taking ▶

charge of their careers, setting boundaries in terms of the projects for which they will or will not pay a commission to their agents, questioning the arcane mechanism of paying both a US agent *and* a foreign agent for subrights sales, noticing that their agents indeed do *not* understand the contracts for which they're earning a sizeable chunk of the income to "negotiate," openly questioning whether agents are even necessary anymore, and sometimes deciding they're *not*—or deciding that their current agent will be their last one.

The attitude and mythology surrounding literary agents has undergone a *huge* sea change in the few years since I decided to quit the traditional author-agent business model. It's changed enormously in the even shorter period of time since Dean Wesley Smith posted a series of controversial and much-criticized blogs challenging that business model.

With so many writers changing their views on the subject, or at least starting to question the "conventional wisdom," I'd say we've come a long way since the days when an innocent blonde genre writer was often viewed as delusional and deranged because she didn't have or want a literary agent anymore.

Nink notes that Laura Resnick is indeed delusional and deranged, as is blatantly revealed in her new novel, The Misfortune Cookie. However, the condition is unrelated to her views on literary agents.

Business Briefs

New Way to Read Offline

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Apple Appeals!

Apple is appealing the Second Circuit Court of Appeals decision in the e-book price-fixing case. The appeal is covering the final judgment of September 6 and covers all injunction and rulings. The major purpose is to minimize the liability which could carry over into state and class action suits. The next question is whether or not the May 2014 damages trial will be delayed while this appeal is argued. Most experts aren't predicting a happy result for Apple.

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