

Novelists' Ink

The official newsletter of Novelists, Inc.—a professional organization for writers of popular fiction

Volume 9, Number 9

September 1998

Contracts: Shoot for the Moon

Contracts strike me as rides. Planes, trains, buses, automobiles. Even rockets to the Moon. You make your deal. You know where you're going, at what speed, with whom, and your final destination. Wait a minute. That ride can turn bumpy, flat-out terrifying, or send you to extraordinary heights.

I admit I'm the one with the queasy stomach on a roller coaster, so a contract affects me the same way. That's why I study The Authors Guild and Science Fiction & Fantasy Writers of America model contracts, attend workshops, read books, and take a magnifying glass to my agent-negotiated contracts.

Whether you're handling your own negotiations or using the expertise of an agent or attorney, it's a good idea to understand your contract. Publishers expect you to request many clauses and/or modifications to their boilerplates, so they're prepared to negotiate. Your contracts may already include the following clauses, but if you know what to watch for and ask about you're a step ahead.

Cover Artwork, Cover Copy, and Title

This ranks high on my list since it's so vital to sales. I always try to get cover artwork, cover copy, and title approval. If that doesn't work, I go for cover artwork, cover copy, and title consultation, or any combination of the three.

Aeons ago an agent successfully negotiated cover artwork approval for me. Dutifully a copy of the cover arrived, with a note for initialed approval and 24-hour turnaround. No time to do anything else. My lesson learned is to stay on top of this from the first.

Use of Author's Name, Likeness, Biography

Privacy and safety are important, so I attach "with the Author's consent, not to be unreasonably withheld" to the publisher's paragraphs relating to promotion involving the author.

By NINA S. ROMBERG

Manuscript Delivery

Deadlines are tricky when you're juggling life and career, and publishers set up schedules years in advance. You might consider including a clause that allows you to deliver with no penalties your manuscript a month or two after the original delivery date.

Editing Rights

You may want to negotiate part or all of this Science Fiction & Fantasy Writers of America's model clause.

No changes, additions, deletions, abridgements, or condensations in the text of the Work or changes of title shall be made by the Publisher, its agents, or employees, without the expressed, itemized, and specific written consent of the Author. Prior to setting of type, final copy-edited version of manuscript shall be submitted to the Author.

Galleys and Proofs

Your contract will include a version of the following clause, but I like this one from Science Fiction & Fantasy Writers of America.

Prior to publication the Publisher upon advance notification shall provide the Author with galley proofs of the Work, which the Author shall correct and return to the Publisher within twenty (20) days of receiving same. The expense of the Author's proof corrections exceeding ten percent (10%) of composition costs shall be charged against the Author's royalties hereunder, except that any such correction resulting from the Publisher's failure to faithfully reproduce the text of the manuscript as delivered by the Author shall in no case be charged against the Author's royalty account.

Grant of Rights

To keep my options *Continued on page 4* ▶ ▶ ▶ ▶

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Send Address Changes to Central Coordinator

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PRESIDENT'S COLUMN

E-writers Not Yet Eligible

Once again, the subject of admitting authors published only electronically has elicited lively discussion and debate on NINC-LINK, the Novelists, Inc. Internet digest. There are people who feel very strongly on both sides of this controversy, and valid points have been raised by both camps. What I'd like to do this month is review some of the history of this issue and to explain the Board's reasoning behind the decisions that have been made and to let the entire NINC membership know where we stand on this.

Before going into that, however, let's go back even further, to the concept of Novelists Inc. first envisioned by the authors who founded the organization a decade ago. NINC was designed to be an organization that seeks to meet the special and distinct needs of multi-published authors of popular culture novels. No other organization in the history of American letters has sought to fill this need. There is no provision anywhere in the NINC bylaws for admitting unpublished or aspiring authors, agents, editors, readers, fans, or publishing executives. This is an organization of seasoned, professional authors with a very different and unique agenda than any other writers group out there. Throughout NINC's history, that has been the guiding principle behind every major decision or action the group has made.

The question of admitting "e-pubbed" authors to Novelists, Inc. first came up over a year ago, when, for the first time in the group's history, a serious application was received from an author whose sole publishing history was by means of electronic reproduction. In other words, this author had written novels which had been sold to a publisher who disseminated the work solely via the Internet. No paper editions of the work had ever been printed, published, or sold.

This author sold her work to a publisher which was "for-profit" and in which she held no ownership position. The author was willing to let the NINC Board review her contracts in order to be assured that her arrangement with the publisher was neither subsidized, co-op, nor in any sense a vanity press. However, the NINC Board did not review the work itself; NINC is not now and never will be in the business of making judgment calls on the quality of anyone's work.

Then-President Victoria Thompson elicited, on behalf of the NINC Board, comment and opinion from the NINC membership. Many members responded, some with great fervor. After several months of serious consideration and debate, the NINC Board voted in October of 1997 not to grant the author's application for membership in Novelists, Inc.

As NINC Vice-President during this time, I was assigned the task of informing this author that her application had been turned down. In that letter, I wrote:

"The dilemma for us is that this is such a new form of publication that there are as yet no standards or objective criteria by which we can establish guidelines for admission to NINC. By a great majority, the consensus of our membership is to wait and see what happens in the next few years. My personal feeling is that Internet publishing over time is going to become a signifi-

This Month from the President:

*E-publishing not yet
a qualification for
NINC membership*

Kudos to Nora

cant medium for us as writers. It's just going to take time to come into focus, and that is what our members feel must happen before we can establish these guidelines."

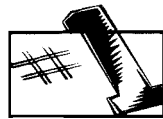
What I wrote to that author nearly a year ago still holds true. While Internet publishing is a growing field and one that will eventually have an impact on virtually all working novelists, that time is not yet here and won't be for an unknown period of time. The concerns that we have in Novelists, Inc. are simply not yet the concerns of e-published writers. Freight pass-throughs, print runs, sell-throughs, chain discounts, wholesalers, reserves against returns, option clauses, topping clauses, bonus clauses, library sales and promotion, large print editions, remainders, rights reversions, and pseudonym ownership: all these are contractual issues that affect each and every one of us as traditionally published writers and are not concerns of writers who publish on the Internet.

But there are other differences as well. As working, professional novelists seeking to make our livings writing books, our arena is the marketplace. And so far Internet publishing simply hasn't had any measurable impact on that marketplace. When Internet-published authors begin to show up on best seller lists, when livings begin to be made and careers built out of publishing on the Internet, then

their concerns may begin to mesh with ours.

This may seem harsh, but as each and every one of us knows, the publishing marketplace is a harsh and tough place to be. We have to focus on what will move us forward, on the issues that bring us together and affect our working lives. To address any other issue is, frankly, a distraction and will dilute the effectiveness of Novelists, Inc. and what we're trying to do.

And that would be a shame.



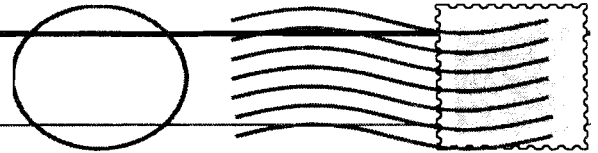
Salut, Nora!

Former NINC president and Advisory Council member Janice Young Brooks e-mailed me recently with some wonderful news. NINC member Nora Roberts's latest book, *Rising Tides*, has been number one on the best seller lists of the *New York Times*, *USA Today*, *Anderson News*, *Ingram Books*, and *Barnes & Noble*. As far as we could remember, no other NINC member has had a book come out of the blocks that fast and that strong. And, as Janice stressed over and over, it couldn't happen to a nicer guy.

So, Nora, from all of us, a loud and hearty congratulations, yahoo!, and hot damn!

—Steven Womack

LETTERS TO THE EDITOR



Letters to the Editor is the most important column in our newsletter, since it is the monthly forum in which we can all share our views and express our opinions. Anonymous letters will never be published in NINK. Upon the author's request, signed letters may be published as "Name Withheld." In the interest of fairness and in the belief that more can be accomplished by writers and publishers talking with one another rather than about each other, when a letter addresses the policies of a particular publisher, the house in question may be invited to respond in the same issue. Letters may be edited for length or NINK style. Letters may be sent to the NINK editor via mail, fax, or e-mail. See masthead for addresses.

Gift for Ready Writers

I've always believed that the gods give gifts when we are ready for them, and I wanted to share my latest such gift with other writers.

Having just finished the *Book From Hell* (which would have been done months ago if it hadn't first been eviscerated by editorial "guidance"), I was emerging from my personal purgatory, bleary eyed and grumpy, when I chanced upon a book that every serious writer should have on her shelves.

It is *Henry Miller on Writing*, edited by Thomas H. Moore, published by New Directions, ISBN 0-8112-0112-0, with a list price of \$9.95 US, \$12.99 Canada.

I've only just begun reading it, but I have already found several gems of thought and insight just by dipping into the pages at random. Miller's personal "Commandments" to himself on how to work and how to live the writing life are worth the cover price alone. (We all need to be reminded of what we already know from time to time.)

And while I'm at it, I'll tout a couple of other books that I've found of enormous help in getting through this recent hell of mine, books I was led to by recommendations from fellow writers on NINCLINK: *Fearless Creating* (ISBN 0-87477-805-0, \$15.95 US, \$21.50 CAN) and *A Life in the Arts* (ISBN 0-87477-766-6, \$15.95 US, \$21.50 CAN), which is "an expanded workbook edition of *Staying Sane in the Arts*."

Both books are by Eric Maisel, Ph.D., a novelist and psychotherapist who specializes in working with people working and performing in the creative arts. Both are published by Putnam/Berkley....and both are wonderful.

— Anne Holmberg

Missing NINK?

Missing an issue of *NINK*? Didn't receive your subscription copy? Contact the Central Coordinator, Randy Russell, for replacement [not the editor].

Novelists, Inc., P.O. Box 1166
Mission KS 66222-0166

CONTRACTS

▶ ▶ ▶ *Continued from page 1*

open for future changes in the publishing/entertainment industry, I insert the following clause.

All rights in the Work whether now known or hereinafter known, not specifically granted herein to Publisher, are reserved to the Author and may be exercised or disposed of by Author at any time during the term of this Agreement.

Subsidiary Rights

Depending on the situation, I keep as many of these rights as possible, especially non-book rights. A good way to compromise with your publisher is to negotiate the following clause.

Commencing ninety (90) days (or this can be negotiated up to two (2) years or so) after the Publisher's first publication of the Work, Author shall have the right upon notice to the Publisher to exercise any subsidiary right granted in paragraphs (#) not previously exercised by the Publisher.

This doesn't need to blanket all rights. You can negotiate this clause to affect limited rights such as audio or movie. I recommend this nifty clause because it gives you and/or your agent the option of later handling the unsold rights yourself.

Electronic Rights

The Authors Guild suggests authors retain full electronic rights to protect their creative work and its future. But if you decide to sell electronic rights, they consider three conditions essential:

- ▼ You receive fair compensation as in payment per sale.
- ▼ When rights are licensed, you receive 85-90%.
- ▼ Your approval is necessary as to medium, format, and content.

They suggest the following clauses to grant limited electronic rights.

Author grants Publisher the right to license the publication of non-dramatic electronic versions of the Work only in the following formats: (list formats, for example, Macintosh CD-ROM, CD-I, on-line database, collectively, the "Authorized Formats"). Author retains the rights to all other electronic technologies and formats, whether now existing or developed in the future. Publisher's right to license electronic versions of the Work is subject to Author's approval of the license, such approval not to be unreasonably withheld, but in no event shall Author be required to approve a license: (1) issued on a flat fee (rather than an advance and royalty) basis; (2) that permits the abridgment or anthologizing of the

Work or the addition of illustrations, sound, text, or computerized effects (such as animation, voice-overs, or hypertext links) to the Work or the distribution of the Work with any other product; (3) in which the licensee does not provide reasonable protection against unauthorized copying of the Work; (4) in which licensee obtains the exclusive rights to any format; or (5) that in any way diminishes or prejudices the dramatic electronic rights retained by the Author (collectively, the "Approval Conditions").

Publisher shall retain an agent's percentage of 10% of the proceeds from the licensing of electronic rights. Publisher shall pay Author the remaining 90% of the proceeds within 30 days of Publisher's receipt thereof.

Author grants Publisher the right to publish non-dramatic electronic versions of the Work only in the Authorized Formats, on terms to be negotiated with the Author in good faith, subject to Author's consent with respect to the Approval Conditions. If Publisher does not license or otherwise exploit the electronic rights in any of the Authorized Formats within 18 months of publication of the Work, the rights to each such unexploited Authorized Format shall revert to Author.

Joint/Basket Accounting

This may be included in your contract as Multi-Book Provision and/or General Royalty Account. This clause on a multi-book contract can cause problems with financial planning because you won't receive royalties until the entire advance is earned out. A single book contract or a separate accounting clause avoids this situation.

Years ago a writer friend of mine under great stress and in desperate need of money to save his dying mother unwittingly signed a contract negotiated by his agent for 12 books in a series. Later he discovered it didn't contain a separate accounting clause. In a grim twist of fate, the contract outlived him.

Manuscript Payment or Resale

In case the publisher decides to reject the manuscript you complete and submit, you have several options. I find it never hurts to ask for a publisher's "best" clause here.

First, try to structure the clause so you never repay the advance on a rejected manuscript since you fulfilled the contract. Second, if that isn't accepted try to negotiate so you are obligated to return only one-half of the advance received from the publisher. Third, the following clause could work for you.

The Publisher shall revert all rights herein granted to accomplish resale provided all monies previously paid by Publisher to Author shall be repaid to Publisher by Author out of the first proceeds of said resale.

In other words, you don't repay the advance to the publisher until you sell the rejected manuscript elsewhere. In some cases the publisher may request a time limit for resale of the rejected manuscript, such as 12 months, at which point you repay the advance even if the manuscript isn't resold.

Option Clause

With so many variations on this vital clause, I like the following one.

The Author agrees to offer to the Publisher a suspense (limit this to a specific area within genre or genre itself) written under the Author's name Nina Romberg (or it could be pseudonym Jane Archer but limit this to one name so other names are still available) and shall submit an outline and three (3) sample chapters (try to limit this to a concept first, outline second, or an outline and three chapters third) thereof to the Publisher before offering such rights to any other Publisher directly or indirectly. The Publisher agrees to make a decision and notify the Author concerning this next work within thirty (30) days (try to limit the reply time from 30 to 60 days) of receipt of the outline and sample chapters.

More Option Clause

A publisher might want a clause stating that you wait to submit your next proposal until 30 or 60 days after publication of the book just bought. Publication could be 12 to 24 months or longer, much too long to wait. Even if the publisher doesn't request that you follow this clause, it could endanger your writing career. To be on the safe side, negotiate to submit your next proposal immediately after submission or acceptance of the current book.

Agreement to Publish

Most publishers state in this clause that they will print your book in a certain amount of time, probably 24 months after acceptance of the final manuscript. I try to negotiate this to 12 or 18 months.

If your manuscript isn't published in the agreed-upon time, this clause also gives you the right to terminate the contract if your manuscript doesn't see print during the extension of six months or other length of time. With that in place, you also want to include the following clause that gives you the right to keep your advance upon termination.

Upon such termination all rights granted hereunder shall revert to the Author, and upon such termination Author shall be entitled to retain any advances theretofore paid to her by the Publisher hereunder.

Author's Free Copies

These are vital for publicity, so always ask for more than the number listed on the boilerplate. If your contract is handled by an agent, it's also a good idea to indicate here the split of copies between agent and author. Also, editors are sweethearts about sending hot-off-the-press copies, so you can ask them for early editions.

Subsidiary Rights Contracts

If you grant your publisher most subsidiary rights, you should consider author consultation/approval for all or some of the rights. You may also want to include the following clause, so you have a contractual right to be kept up to date regarding all sales.

Publisher shall notify the Author of the terms of any contracts or agreements entered into by the Publisher for any grant or license permitted under this Agreement and shall furnish the Author with a copy of each such contract agreement.

The publisher may want to add an additional term such as the following one.

Such inadvertent failure by Publisher to do so shall not be deemed a breach of this Agreement.

Subsidiary Rights Productions

When your book is reproduced, in whatever format, you'll want a copy or two, so you might want to include this clause.

When possible, the Publisher shall promptly furnish the Author with two (2) copies each of all editions or other forms of publication of the Work that arise from any term or contract entered into by the Publisher for any grant or license permitted under the Agreement.

The publisher may want to add an additional term such as the following one.

Such inadvertent failure by the Publisher to do so shall not be deemed a breach of this Agreement.

Reversion of Rights

Some publishers prefer to keep the rights to your books for extended periods of time even if your book is no longer in print. I try to limit these rights to three (or five) years, then if the book isn't in print I have the option of regaining the rights to sell elsewhere.

Vital here is the meaning of "out of print." In some cases it might be linked to foreign or other editions that could significantly stretch out those initial years. Also, a reversion of rights linked to whether or not a book has earned out its advance should be avoided. You might want to consider the following clause.

In the event that after three years from the date of first publication, any Work shall not be in print and for sale in the English language through regular trade channels in the United States in a paperback (and/or hardback) edition by Publisher and after written notice from Author shall not within six (6) months be reprinted by Publisher and offered for sale, then Author shall have the right to terminate this Agreement and upon written notice to that effect by Author to Publisher, all rights granted under this Agreement with respect to said Work shall revert to Author, subject to any outstanding licenses and Publisher's continuing right to participate in the proceeds thereof, and Publisher's obligation to pay sums due Author hereunder.

► ► ► ►

CONTRACTS

▶ ▶ ▶ ▶ *Continued from page 7*

Examination of Publisher's Books

In this vital clause, I focus on limiting the error percentage to five percent since it's sometimes negotiated higher, perhaps ten percent. Also, specifying a time period in which to see the books might turn out to be helpful.

Upon forty-five (45) days notice by written request, Author or Author's duly authorized representative shall have the right to examine the books of account of the Publisher insofar as they relate to the sale or licensing of the Work at Author's own expense unless errors of accounting amount to five percent (5%) or more of the total sums earned by Author shall be found to Author's disadvantage, in which case the reasonable cost of such examination shall be borne by the Publisher and shall be made no more than once a year during the working hours of the Publisher. Statements rendered hereunder shall be final and binding upon Author unless objected to in writing, setting forth the specific objections thereto and the basis for such objections, within two years after the date the statement was rendered.

Bankruptcy

Buried near the end of a contract, this important clause is designed to protect your rights and royalties in case the publisher goes bankrupt.

If a petition in bankruptcy shall be filed by Publisher, or if the Publisher shall be adjudicated a bankrupt by any court, or if Publisher liquidates its business or makes an

assignment for the benefit of creditors, then this agreement shall terminate effective as of the date of such filings without further notice and all rights granted herein to the Publisher shall forthwith revert to the Author.

Disposition of Plates, etc. on Termination

I try never to pass up a good deal, so I like to include some version of this clause. It gives the right to buy discounted copies of your book prior to disposal and certain production items.

Author shall have the right at the time of termination to purchase mold, engravings, dies, printing plates, film, illustrations and sheets, computer drive tapes, and other physical property belonging to the Publisher, if any, used solely in connection with the production of the Work, together with copies of the Work on hand, at Publisher's manufacturing or acquisition cost.

Advertising Restrictions

This clause comes in several variations, and I always include it in my contracts.

Publisher agrees to print no advertisements in any edition of the Work with the exception of advertisements for its own books.

Contract Negotiations

When your agent and/or editor calls with an offer, start contract point discussions right away. Everybody needs to know what you have in mind. They may already include a lot of what you want in their contracts, but now is the time to shoot for the moon.

After the negotiations are over, ideally all the changes should be on the contract you receive. Yet if you realize you need to negotiate a few more points, don't despair. Until you sign, you have time.

When new points are successfully negotiated, all you need to do is type in the changes on the contract under the clause being altered, or x-out and insert the new term or number, or insert "See #, Rider to Paragraph #" under the appropriate clause, then type in the clause at the end of the contract under a matching "#, Rider to Paragraph #."

Initial these changes (and the publisher should too), sign the contract, and you're done.

Except for the ride. You may throw a leg over a burro or climb into a space shuttle, but either way you won't go alone. You have got friends at Novelists, Inc. **NINK**

Nina Romberg writes suspense novels such as the critically acclaimed Shadow Walkers and The Spirit Stalker. As Jane Archer, she is the author of numerous historical romances. Out of the West has been optioned for a television movie by Scripps Howard Productions. Maverick Moon from Pocket Books is her latest release.

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 30 days of this NINK issue, these authors shall be accepted as members of NINC:

New Applicants

Katherine Garbera, Davenport FL
Dorothy Garlock (Dorothy Glenn, Johanna Phillips),
Clear Lake IA

New Members

Eileen Goudge, New York NY
Peggy B. Morse (Peggy Moreland), Round Rock TX
Jo-Ann Power (Ann Crowleigh), San Antonio TX
Shirley Remes, South Elgin IL



ASK THE LAWYER: *OP* vs *OSI*, Foreign Rights

Question 1: *Lately, more and more publishers have been listing a book as "OSI" (out of stock indefinitely) rather than "OP" (out of print). On a pragmatic level there is no difference in sales and/or ability to buy a book between one that is "OP" or one that is "OSI." Is there any legal difference between "OSI" and "OP" when it comes to an author's reversion clause?*

Answer 1: A publisher would say that the difference between OP and OSI is one of intent. If a book is OP, there is no intention to re-print the book, and if the book is OSI, there is an intention to re-print the book.

After a few months of OSI status, I do not buy the publisher's position. I do not see any pragmatic difference between a book that is OP and a book that is OSI. If the book is not available in inventory in commercially feasible quantities to fulfill the reasonable demand of consumers for the book, the book is out of print with that publisher, if it is not promptly re-printed.

In negotiating publishing agreements on behalf of my author clients, I focus on the following points in an out-of-print clause:

A. Many publishers' boilerplate agreements state that the work is in print if it is available in any edition anywhere in the world. The first step I take is to have the clause state that the book must be in print *in the U.S.* If I have the leverage, I also have the clause state that the book must be available *in the publisher's edition in commercially feasible quantities in light of the actual sales demand of the book.* At the very least, the clause should state that large print, braille and electronic editions, and licenses generating less than \$1500.00 per year do not keep the book in print.

B. Most publishers' boilerplate agreements state that the publisher has the right to put the book back into print within six (6) months of written demands by the author. I like to get publishers to agree that they will within three (3) months of demand either revert the rights or if it is their intent to reprint the book that the reprinting must take place within six (6) months of demand.

Question 2: *I own all foreign rights to a recently published, very successful book. I keep getting requests*

for copies from people overseas. How can I capitalize on my foreign rights? Can I market them myself, or will I need an agent? If so, where do I find an agent who specializes in foreign sales and reprints (and will be happy to do only that), and what percentage commission should I expect to pay?

Answer 2: There are U.S. agents that will be willing to sell foreign rights in your book. I will be happy to give you recommendations if you contact me directly. The percentage that you can expect to pay is twenty (20%) percent of net receipts, which is typical for the sale of foreign rights. If you have a backlist of books for which foreign rights are available and you are a successful author, it may be possible to retain foreign literary agents directly in the U.K., France, Italy, Germany, Japan, Scandinavia, etc., but these foreign agents are reluctant to deal with single works from individual authors. U.S. agents selling foreign rights often deal directly with foreign publishers but sometimes work through the same foreign literary agents that I just referred to. In either event, either splitting the commission or the cost of doing business directly with foreign publishers probably justifies the twenty (20%) percent commission.

— Alan J. Kaufman

Send your "Ask the Lawyer" questions care of the editor at LBryant316@aol.com.

Alan J. Kaufman brings to this column more than 25 years of publishing legal expertise and a thorough knowledge of the business of publishing. He has been a literary agent/attorney and most recently for 19 years was senior vice president and general counsel for Penguin Books. He currently practices law with the New York-based intellectual property law firm of Frankfurt, Garbus, Klein & Selz where he specializes in publishing and media, with an expertise in copyright, libel, licensing, and contract negotiation on behalf of authors and packagers. For private, for-hire consultations, he can be reached by phone at 212-826-5579 and by fax at 212-593-9175.



Tahoe '98

Countdown to Contra

Back in January, when I agreed to mastermind this year's conference, October seemed a million years away. Now, suddenly, it's just around the corner. (If you identify with that sentiment, it's probably because the same telescoping effect applies to contract deadlines!)

We've come a long way: finding speakers, choosing session topics, finalizing hotel logistics, arranging for brochures to be printed and mailed, and seeing to the million other details that go into constructing a conference from the ground floor up. And the responses are flooding in. We've built it, and you're coming, just like W.P. Kinsella said you would.

By now, you've probably browsed through the conference brochure. Some of you may even have read the fine print under *Saturday, October 17, 6:00 to 10:30 p.m.* And you may be feeling a little puzzled by what it says there: *Buffet Supper And Contra Dance*. Contra dance? What's that? I thought this was Novelists, Inc., not the Arthur Murray Dance School!

And you're right, this is Novelists, Inc., which is precisely why I chose a contra dance to round out this year's conference experience. The members of Novelists, Inc. are a far-flung community of professional writers.

Through the monthly newsletter and the NINCLINK, we often share our thoughts, opinions, and concerns with each other, but the conference is our main chance to come face to face with one another. Think of it as a family reunion!

What Is Contra Dancing? Contra dancing is the English great-grandmother of American square dancing, and it enjoyed a huge revival in the U.S. starting in the 1960's in New England and Kentucky. From there, it has spread like wildfire for one simple reason: people have fun doing it!

Why Hold A Dance At The Conference? Contra is community dancing, in the best sense. Instead of dancing alone, or just with a partner, you interact with a double line of the people around you, performing a series of moves that blend and flow to form the repeating pattern of that particular dance. Each time

the pattern begins again, you and your partner move along the line to interact with a different pair of dancers. And you choose a new partner for each new dance. By the end of the evening, you've had a chance to encounter nearly everyone there.

But I Hated Dancing In Gym Class. If your only memories of dancing are of being forced to plod through the Virginia Reel in Phys. Ed., or being a wall flower at the Junior Prom, Contra will show you a whole new definition of fun. It's energizing, it's graceful, and it's performed to live music provided by talented musicians performing English and Irish country tunes.

But I Have Two Left Feet Doesn't matter. As Bob O'Brien, our caller for the evening, is fond of saying: "If you can walk, you can Contra."

But I Don't Know How To Do It! The evening will start with a beginner's workshop where you'll get familiar with the basic moves. Then, all evening long, each new dance will be taught and walked through before we dance it, and Bob O'Brien will "call" the steps as we dance. That's how Contra is always done, these days, because so many new dances have been written in the past few decades that *nobody* could possibly remember them all.

But I Don't Know What To Wear. Think cool. (You may work up a sweat!) Think comfortable. (Nothing tight that limits your mobility.) Think low-heeled shoes that won't slip off as you dance. (The pace of the dances will vary from sedate to lively.) For the women, a full skirt is fun but not essential. People commonly

attend Contra dances in anything from blue jeans to fancy dresses; suit yourself!

But Most Of The Dancers Will Be Women! It matters less with Contra than with nearly any other form of dancing. (Indeed, most people attending a Contra dance come alone; there's no need to "bring" a partner.) The *pattern* is the main thing: long lines of dancers performing the steps in perfect unison. The joy comes from being part of the whole. True, there are a few moves that lend themselves to the harmless flirtations of the



If you haven't yet registered for this year's conference, there's still time. However, the conference late fee brings your registration fee to \$280.

Don't delay any longer! Send in your registration form included in the conference brochure mailing.

Still have questions? Contact the conference coordinator now.

Conference Coordinator Judy Myers

E-mail: NTNX79A@prodigy.com

Phone 916-721-6863

(Monday thru Saturday, 1-7 p.m. PST)

dance floor, but if we can write from a male point of view on occasion, we may find it educational to *dance* from a male point of view for once, too!

But I Might Not Like It! Then think of the live music as a concert while you watch the rest of us dance...but try it first. I think you'll be surprised! And try it right from the start, because the simplest dances will be done at the beginning of the evening, with the complexity slowly rising as we progress.

What If I REALLY Like It? Then you'll be glad to know that each conference packet will include a list of contra dances held monthly in that attendee's home area. Contra

dances are a great place to meet nice people, and they're the most pleasant and painless form of exercise I've ever come across. Our occupation, by its very nature, is a sedentary one. Contra is the perfect antidote.

Be Bold! Cap off your conference experience this year by trying something new and different. You'll be surrounded by others who are also just learning, so there's no need to feel self-conscious. Moreover, you'll be spending the final evening of the conference having fun with your NINC family.

And (pun fully intended) that's worth a lot, in my book.

— **Judy Myers, Conference Coordinator**



I want to start off with an apology to NINC members and a thank you to LaRee for my "sabbatical" last month, while I was in the throes of moving. Trust me, you would NOT have wanted to read anything I'd have written right then! Now I have two months' worth of goodies, though, so I'll try to be efficient with my allotted space. Lots of great Websites to report on, starting off with a few sent to me by Patty Gardner Evans. First, there's **www.snopes.com**. Maintained by the San Fernando Valley Folklore Society, this site lists various urban legends about a variety of subjects—including Christmas, sex, and movies—and identifies them as true, false, or unverified. Fun stuff!

For working up a contemporary character (or for yourself), take the tests at **http://nashville.net/~police/risk/** to assess their/your risk of being murdered, assaulted, or burgled. Good prevention tips, too! The Department of Energy's **http://ciac.llnl.gov** keeps track of virus hoaxes making the rounds on the Web. Then there's the Contacting Congress site, at **www.visi.com/juan/congress.html**. As Patty says, "It's the most painless way I've ever found to e-mail your Representative or Senator with your views on health insurance deductions for the self-employed, censorship, dandelion mite preservation, etc. You can also look up the members of Congressional committees and subcommittees. In addition, a link to the Project Vote Smart site will give you information on your state legislators, other state officials, and state government." Thanks, Patty!

A few cool research sites I plucked off of various lists include **www.ukans.edu/history/** with an index of resources and links for historians, **www.swarb.co.uk/llinks.html** with reams of legal info pertaining to the United Kingdom, with links to other legal sites, and **http://earlyamerica.com** with its samples of actual 18th century newspapers and other period info. Other online

tidbits I've recently gleaned are Amazon.com's sales rankings, where you can click to see how your various titles are doing (though a few folks have questioned the reliability of the rankings), and two romance sites worthy of linking to (if you write romance): **www.romanceforum.com** and **www.heartrealm.com**.

As always, the discussions on NINCLINK have been varied and fascinating! Some of the subjects we've tackled over the past two months have included the relative merits of different Web browsers and word processors (including all kinds of tips for various word processors and a fun trip down memory lane. Anyone remember their very first upgrade from a typewriter?) A lengthy debate about e-publishing and e-readers will be fodder for most of next month's column.

We've talked about how to respond (or not) to fan mail from prison inmates, how to snag young readers so they don't ALL abandon books for other leisure activities, what we wish we'd known before publishing, and how the new print-on-demand technology will affect rights reversion. A discussion of "cookies" from the Internet was rather reassuring. We also explored the tug-of-war between the muse and the marketplace and the history of sexism in publishing. I never cease to be amazed at the meaty, intelligent discussions on this Link!

For those coming to the conference in October, we'll have a Night Owl session Thursday night where you can match names to faces from the Link, or find out more about it. Remember, to subscribe you just need to send an e-mail:

To: **LISTSERV@PEACH.EASE.LSOFT.COM**
Subject: Your-Ninc-Membership-Name (as it appears in the roster)
Body: **SUBSCRIBE NINCLINK Your-First-Name Your-Last-Name**

Don't forget to send me any interesting Websites or online news you run across, at **BrendaHB@aol.com**. See you online!

— **Brenda Hiatt Barber :)**





EAST OF THE HUDSON

VOWS, WOWS

Your daily newspaper is not given to experiment, not even a paper like the *New York Times*, a paper that I regard highly, which is why I pick on it regularly. But the Old Grey Lady has started a regular feature that has caught my eye repeatedly over the past few months. The feature, usually tucked way back in the first section with the television highlights, is called “Vows,” and it is a model for all of us storytellers.

“Vows” is a new cut on an old subject, man and woman together for more than the moment it takes to scratch the biological itch. It tells, in small scale but with touching little details, the story of a wedding. Or, rather, the story of how a wedding came to be. Instead of the usual matrimonial coverage, a static formal wedding photo with a couple of paragraphs of canned detail similar in intensity to that which accompanies obituaries, “Vows” tells the story of how the wedding came to be.

The installment that caught my eye most recently involved a young New York editor, Susan Chang, and her beloved, a young corporate information systems manager named Randall te Velde. Two bright, intelligent young New Yorkers, ambitious, busy with their jobs and getting just a little too old to take the usual approaches to mating seriously. But both, obviously, more than a little lonely, lonely enough to take a flier on the personals column of an Internet service.

Their story, compiled by a reporter named Lois Smith Brady, began when Susan Chang, 28, admitted to herself that she didn't feel quite fulfilled by her job at Oxford University Press. So, as Smith Brady put it, “to cheer herself up, she took saxophone lessons, planted aromatic herbs in the window box of her Manhattan apartment, and threw herself into ballroom dancing.”

And she placed an ad on Yahoo. It began: “I am a young woman with an old soul; I like hot sun and the city lights, the glamour of the ballroom, and the silence of the bookshelf. I know the difference between anise and dill, among other things, and I almost know what fenugreek is. I believe in Manhattan without therapy, the contagiousness of joy, and the basic sweetness of life...I am looking for someone who made the most of what came in the box: a man with a big and open heart and a big and open mind.”

Now there is a brave woman, even if she was only brave enough to say such things to the world from behind the veil of a computer screen.

Smith Brady goes on to tell the story of how Susan Chang got more than 100 replies, several of which were very unpleasant, but a couple were intriguing. There was one, though, that gave her goosebumps. It read in part:

“I'd enjoy a correspondence with you, although my qualifications don't come close to meeting your demands. I haven't met very many who have even sorted out their box, let alone made the most of its contents. Mine is in astonishing disarray, but I keep hope alive.”

Susan Chang is a woman who knows her own mind. “By the third e-mail, I was in love,” she said. The relationship flourished, but always through the ether. The two shared amazingly intimate thoughts, but they never met; probably, I would guess, because Randall te Velde was a little bit shy.

There are a lot of guys in the world who would be a little shy about meeting a young woman with an old soul.

Anyway, Susan Chang learned many things about her correspondent: his physical description and the fact that he was taking a class in Buddhism at a church in the TriBeCa section of Manhattan. So, one night, she audited the class, just trying to get a look at the guy.

As everyone was leaving, she spotted someone she thought might be her pen pal. “I just put my two feet down in front of him and asked, ‘what is your name?’ His eyebrows shot up over his glasses and he said, ‘Randy.’ And I said, ‘Oh, I'm Susie.’”

And that was that. They walked together, had a beer, and talked without the insulating protection of a computer screen. They read her tarot cards together and that was pretty much that. Seven months later, they were married aboard a passenger barge in Brooklyn and, judging by the two very nice photos that ran with the story of their vows, both are ecstatic.

The point of this, besides it being a wonderful storyline, is that there are only a few stories under the sun, but we human scribes are always finding ways of telling them in a new light. “Vows” is really nothing more than a humanizing of the traditional Sunday newspaper wedding announcement. But in its emotional impact, and in its telling of new details for an old story, the feature is an absolute delight.

Putting the matter another way, dig out those old tip sheets, read them once, laugh, and then burn the suckers.

STORYTELLING, PART 2

Reading through the newest issue of the *Authors Guild Bulletin*, (the Spring issue, I might add, which arrived in the past few days), my eye fell on something else that made me think.

Douglas Z. Doty, editor of *Cosmopolitan* and *Century* magazines, shot off a true bolt under the heading “Why Manuscripts Fail.” From the piece, I extract this nugget:

“The large amount of fiction that misses acceptance I would divide broadly into two classes. One is composed of

those precious documents that give out an odor of literary sanctity—bits of sublimated egoism, class conscious in style, and sterile of ideas. They are offered as art, but usually they are merely sorry little monuments to youthful ignorance and conceit. The larger class is principally made up of the product of get-rich-quick writers imitating their betters in a dash for popular success. The fault here lies with the editor who prescribes, and with the reader who demands, a story 'like' this one or that one."

Doty concluded that the successful writer "must tell a good story and in the vernacular of the people, but the tangent he takes must follow one of the spokes of that wheel whose hub we shall call the world as it is and whose rim is the frontier of the new world for which the Allies have fought."

Reading that, I nodded sagely in agreement. Then I said, "Whups, wait a minute. The Allies?"

That's when I went back and reread the header on the story. It was written in the flush of victory at the end of the Great War, the War to End All Wars, WWI, and was published in the November, 1918 *Authors League Bulletin*.

For what it's worth, I should have figured out something was awry when I read Doty's credentials, for *Century* magazine closed decades ago and *Cosmopolitan*, his other venue, has become one of the leading fonts of advice on fashion and fornication, or at least of titillation, on these declining years of the millenium. Doty's analysis still holds, though, and it's another reason to burn your tip sheets.

Here endeth the sermon for the day. Now we can get on with trashing the trade.

BERTELSDOM HOUSE

After a fair bit of hoopla, and a cursory vetting by the Federal Trade Commission, the Random House-Bertelsmann deal was consummated.

The end came as a surprise to no one, not even the agents' national organization and the Authors Guild, both of which filed official protests. Their objections were noted, and discarded, because the amalgamated house never threatened to dominate the field of trade publishing in the way that is required for governmental intervention.

So now we have a couple of giants, and several significantly smaller players, in the business of commercial fiction. It is a new ball game, so new that we're all trying to get the foul lines firmly pictured in our minds.

For instance, I was talking to a writer the other day who has a hot new series being shopped around New York by her agent. "But so far, we've only had interest from Bantam and from Putnam," she said dispiritedly.

"Hell, woman, the way things stand, you're talking about eighty percent of the trade," I replied.

I don't know that she felt better, but it's true, and that's why we're all in for more squeezing in the next little while. The powerful publishers have been saying for the past year or more that two areas had to be brought under control, if the business was to remain viable.

First, they had to reduce returns, particularly in commercial fiction and nonfiction. Well, that's happening, mainly because the surviving publishers no longer have to

compete quite so fiercely for shelf space, now that there is less competition.

And the other area where the Bigs have declared war? Advances. I think I wrote last year about Phyllis Grann and Alberto Vitale both saying that author advances had to be brought in line if publishers were going to make any money. That is happening, as near as I can tell, although all I have is anecdotal evidence to support my impression.

(On the other hand, how much more evidence do you need than Stephen King's decision to take a vastly reduced advance and instead to enter into a co-publishing venture with Pocket? All over New York, big-time authors are being asked to enter into such arrangements. It's a way of sharing the risk, I suppose, but as a writer, I liked the old system better. The bank isn't in a co-venture with us on our house.)

So time marches on and change takes place before our glazed eyes. We have two choices: stay in the game or go sell real estate, so I know which course I'll follow. Remember when we all used to wonder when it would be time to quit the day job? If we managed to do that, we were lucky. If we didn't, nobody ever said we were guaranteed a living wage from our typing.

But all this change does at times supply the kind of irony that survival depends on. For instance, Richard Cohen wrote recently in the *New York Times* that all the amalgamation of publishing houses in this country and in Europe has created odd sleeping arrangements.

One of the oddest, Cohen reported, was that with the acquisition of Random House's holdings by Bertelsmann, the German giant now finds itself in the embarrassing position of owning the backlist rights to an old chestnut that still sells quite a few copies a year: *Mein Kampf*, by that famous German wordsmith, Adolph Hitler.

Things have become so tangled that Bertelsmann didn't even realize they now owned the world rights to the bible of fascism. Peter Olson, head of Bertelsmann's North American trade book operations, was flummoxed when Cohen told him of the matter. "It certainly wasn't the motivation for buying the company," Olson said. "I don't imagine anyone is going to be delighted to hear about it."

But he assured the publishing world that if Hutchinson, the British adjunct to Random House that holds the rights, wants to continue to peddle Hitler's memoirs, the big bosses in Germany won't interfere.

It is true, I suppose, that only the truly powerful can afford to be gracious, and Olson seems to be a gracious victor in the wars for corporate control of publishing. Maybe we can all only hope that the Bigs continue to prosper so that writers can prosper with them.

On the other hand, there will be fewer writers prospering, just as there are fewer publishers, and that's a fact.

One of Willie Nelson's best albums contains a long, linked suite of songs called "Phases and Stages." The job of the writer is to describe those "phrases and stages, circles and cycles, things that we've never seen before..."

And if I didn't run the risk of infringing on the fair-use clause of the copyright law, I'd tell you some more.

Maybe I will, anyway.

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EAST OF THE HUDSON

▶ ▶ ▶ ▶ *Continued from page 11*

GETTING EVEN

Under normal conditions, it would be hard to think of a famous guy like Francis Ford Coppola as one of the little people, but last month the director of *Godfather I* and other famous features managed to strike a blow for artistic independence that is worth noting.

Coppola, who has not had much success in recent years, except in his Napa Valley winery, won an \$80 million jury verdict against Warner Bros., one of the giants of Hollywood. The suit grew out of some corporate shenanigans in 1995 and ought to serve as a reminder to the rich and powerful that there are limits beyond which they may not go in enforcing their will on individual artists.

The Backstory: Coppola wanted to develop a live-action feature based on the old story of Pinocchio, and Warner Bros. expressed interest in backing the project. But after lots of work, the two parties weren't able to agree on direction, and Coppola took the project to Columbia.

Angry, upset, or merely vindictive, Warner sent word out through the small and incestuous Hollywood community that it regarded Pinocchio as its property and Columbia backed away. At that point, the project died and Coppola sued.

The crux of the dispute was quite simple: Warner never had a contract with the director for the project but nonetheless laid false claim to ownership. During the trial, the studio argued that, under the loose and unwritten rules of Hollywood power play, Warner didn't need a contract because it already had a handshake deal and one of those things called a "deal memo," a short-form agreement devoid of details.

In fairness, I must say that the studio may not have been as heavy-handed as appearances indicate. They did have a deal memo, and some of Tinseltown's deal memos are a great deal longer, and more detailed, than your average literary contract. But Coppola's lawyers argued that individual artists can't be strong-armed in the way that big corporate studios have traditionally done. Absent full and formal agreements, studios can't assert ownership and control of individual projects, plain and simple.

The case has some applicability to our business, which has also been one where the handshake was sufficient for both sides. As corporate interests have taken over publishing, and as power has become concentrated more and more in the hands of a few major players, these kinds of business arrangements have become strained, to say the least.

I wrote some months ago about a situation in which Doubleday refused Steve Alten's second novel, and demanded return of the advance, after his first book, *Meg*,

proved a disappointment in bookstores. In that case, there was a formal contract for the second book, but the publisher tried to use the broad powers of the "acceptable manuscript" clause to save themselves a million bucks or so.

After lots of publicity, Doubleday saw the error of its position on this matter and settled with Alten. Terms were not disclosed, but reading between the lines, it sounded to me as though the author got to keep the advance money he had already received and was free to shop the book elsewhere.

In the battle between Talent (that's us) and The Suits (that's our friends in the Manhattan offices), we have only a few tools. One of those tools is the legal system. As long as we adhere strictly to our contracts, *and are willing to fight*, we stand a decent chance of leveling the playing field.

The other tool is public opinion. Warner lost its case, and Doubleday took a drubbing in the press, for corporate overreaching. That tactic remains unpopular, and corporate leaders use it only when they won't be held accountable. Those of us on the other side of the desk should know it, too, if only because then we don't feel quite as powerless.

DOING THE NUMBERS, PART 1

The *New York Times* reports that, thanks to a recent and phenomal run-up in its stock price, Amazon.com, the online bookseller, is now twice as big as Barnes & Noble, the superstore chain.

In stock values, that is, not in real values.

That's right. Amazon's market capitalization (the value of its stock at current prices) looks to be twice that of the superstore chain, and the stock price just keeps climbing, despite the fact that the Seattle-based Internet company has yet to show a profit, while Barnes & Noble is doing quite well, thank you.

The *Times's* piece suggests that some of the Amazon run-up is due to speculative mania, but there are apparently some valid business reasons for the company's market support.

One is that Amazon manages to operate with minimal inventory, which keeps operating costs very low. Amazon turns its on-hand inventory over about 26 times a year, ten times faster than the superstore chain does.

Another advantage comes from what b-school grads call a "negative operating cycle." Instead of having to buy inventory and pay for it immediately, Amazon bills its customers immediately, through their credit cards, but doesn't have to pay its suppliers for as much as two months.

It's a new twist on the old concept of "float," made possible by Amazon's power with distributors and by the structure of its business. (Publishers benefit from float, too. The money that piles up between twice-yearly—or yearly—royalty payouts earns income for the publisher, not the author.) The same advantage pertains to other online suppliers, notably Dell Computers and CD Now, the music merchant.

So, there's reason to invest in the future, I guess.

But I'm not sure I am willing to pay the premium prices that Amazon commands. As with many other stocks, I just wish I had bought at \$20 a share, instead of the \$120 that

Dixie Browning's shares are now worth.

DOING THE NUMBERS, PART 2

I know a writer who really pays attention to the numbers. She pays so much attention that every week she does a formal comparison of the major bestseller lists in the U.S. It's tedious work, but, if nothing else, it demonstrates that there is no such thing as "a bestseller." Instead, there are literally dozens of such books, depending on whose numbers you believe.

But last month, an unusual thing happened. All eight major indexes showed the same result at #1.

And the winner is...(drum roll)...NORA ROBERTS.

Yep, Novelists, Inc.'s own, the literary queen of Keedysville, Maryland, swept the field, topping the *USA Today* list, the *New York Times* list, *Publishers Weekly*, Barnes & Noble, and Ingrams.

How rare a feat is that? So rare that if it were a steak, my friend, the veterinarian, could have resuscitated it.

In the past three years, only four other writers have swept those lists in the #1 spot, according to the statistician who is my source. They include Stephen King with his *Green Mile* series, John Grisham with a paperback reprint, ditto for Mary Higgins Clark, and Nicholas Evans, whose *Horse Whisperer* didn't make the grade until the Robert Redford film tie-in was released.

My congratulations to Nora, who works harder than any writer I know and who has more dignity than some of those regarded by the public at large as queens of women's fiction.

You've had quite a year, m'lady, and still you've found time to write. That is the mark of a true professional.

— Evan Maxwell

Talk to Me, Sweetheart

by ROBIN LEE HATCHER

In the June 1998 issue of *Novelists' Ink*, Doreen Roberts explained the workings of dictation software in the article, "Taming the Dragon." I'll bet there are more writers talking to their computers today as a result of it—and I don't mean those *#@#&* words we tend to snap at our PCs when creativity isn't flowing.

This month, I'd like to tell you about software that makes your computer talk to you. (For those of you using Macs, I've been told your computers have this capability built in; but read on, just in case you aren't utilizing it in this manner.)

I first heard about Monologue in 1997 from Angela Elwell Hunt, a multipublished author and NINC member, but it wasn't until the spring of 1998 that I finally purchased a copy of the software. I'm kicking myself now for not buying it sooner. I used it while doing the revisions on my February 1999 release, *The Forgiving Hour*, and I can't believe how many mistakes it found. Or rather, how many mistakes and/or ways to improve the book that it caused me to find because I heard what really was and wasn't there.

While you can use Monologue to read to you from any Windows program (such as your e-mail), the reason I purchased it and the reason I'm so excited about it is for proofing my manuscripts. I try to always turn in the cleanest manuscripts of which I'm capable. But the truth is, by the time I'm doing the final revise and polish before shipping it off to my editor, I've read the blasted thing so many times, I'm bored stiff with the story. I *know* what it's about and how it ends. My eyes start skimming the pages, seeing what they know is *supposed* to be there, rather than what is *really* there. Worse, I find myself starting to nod off

at my desk; I get desperate for 2:00 p.m. naps. And personally, reading an entire 450-page manuscript aloud, while helpful, isn't what I call fun, either.

Enter "Monologue '97, The Smooth Talker" from First Byte. System requirements are: Windows 95 or Windows NT; Pentium 75 MHz; at least 6 MB of free hard disk space; a Windows 95/Windows NT-compatible, 16-bit sound card; mouse; and CD-ROM drive. I paid \$49.95 at CompUSA. Other retailers include: Future Shop (Canada only), Chapters (Canada only), iANSYST (UK only), Mecca Electronics Industries Inc., Hastings, Fry's Electronics, Circuit City, Harvey Norman (Australia), Software Today (Australia), and Multimedia Universe (Australia). Direct from First Byte the price is \$69.95. (Phone orders: 1-800-757-7707. Or visit their Web site: <http://www.firstbyte.david.com/>.) From their Web site, you can also link to online vendors where you can download the software (the site I looked at was charging \$59). My version is 3.0, but version 4.0 is now available.

Monologue is extremely easy to use: Start Monologue from within the Windows 95 Start/Programs menu. A small icon appears on the right hand side of the Taskbar, and a voice tells you that the software is successfully loaded. From within whatever program you are using (WordPerfect, Word, etc.), highlight what you want Monologue to read. Then click the Monologue icon on the Taskbar, and it starts reading. (You may have to adjust some speed settings before it can handle how quickly and how much text will load; just keep adjusting until it works.) A small window opens at the same time Monologue begins to read, showing controls similar to those on a CD player. You can click on it to pause, go back to the beginning of a sentence, jump forward, stop completely, etc. (Note: There are macros available for Word 97 and WordPerfect 7 to install buttons on the application toolbar, but I haven't bothered since it is so easy to use without them.)

Monologue does a good job of pronouncing words according to the context of the sentence, but not always. For instance, sometimes it says "read" with a ▶ ▶ ▶ ▶

long “e” when it should be “read” as in “red” (and vice versa). It doesn’t always correctly pronounce proper names. (I had a character named Kreizenbeck which is pronounced “cry-zen-beck.” Monologue read it to me as “cree-zen-beck.”) And it has a few quirks that are probably more apt to show up in fiction; i.e., if you use the word “I” directly after a proper name, it will read it like a title. (“Please tell James I can’t come tonight.” becomes “Please tell James the First can’t come tonight.”) But I found that I quickly acclimated myself to these quirks once I understood what was happening.

The program gives you a number of male and female voice options (i.e., FemSmokey, FemHeadcold, FemGravelly, MaleBreathy, MaleDeep, MaleImpediment); but the truth is, I haven’t found a great deal of difference between most of them. (I asked Angela Hunt what her preferred voice was, and she told me it depends; she uses the most obnoxious choices if she’s working at 2:00 a.m.) You can slow or speed up the speech and modify the tone somewhat. All of the voice choices are predominantly monotone; however, the program does have some inflection built into it. The voice tone goes up on sentences ending with a question mark. It pauses noticeably after a period and to a lesser degree after a comma.

I print out a chapter (single-spaced to save on paper),

then follow along as Monologue reads to me. Using a red ink pen, I circle mistakes or repeated words or whatever as I find them. If the change needed is significant, I pause the program and make lengthier notes in the margin.

Monologue helped me turn in a much cleaner manuscript this time around. I found those pesky missing words and those mistakes the spell checker misses (“to” for “too”). It helped me eliminate what I call the “Cleaver syndrome”—characters constantly calling each other by their first names (“June, what did you do today?” “I cleaned house, Ward. How about you?” “Well, June...”) as well as those places in narrative where a pronoun would be better than a proper noun. I heard those repetitious words that crop up every now and then.

Is this perfect software? Well, no. It won’t be perfect until it sounds like Harrison Ford reading to me. But it is worth every penny I paid for it, and I gladly recommend it to others.

A self-confessed software junkie, Robin Lee Hatcher is the author of 25 historical romance novels, including In His Arms (Harper, 10/98). Her first inspirational contemporary novel will be published in February 1999: The Forgiving Hour, a hardcover release from WaterBrook Press, a subsidiary of Bantam/Doubleday/Dell. She is now listening to Monologue as it reads her second Silhouette Special Edition to her in a MaleDeeper voice.



Advocacy Column: *Incorporation for Writers*

Our guests for this month’s column are Certified Public Accountant Barry A. Blackman and attorney Linda M. Kaplan.

Married to a writer, Barry is a favorite speaker with many Colorado writers’ groups on tax issues. Prior to becoming a CPA he had a 23-year career in the Air Force.

Linda’s Miami, FL practice is concentrated in the area of small business representation, estate planning, and business transactions. She has earned an LL.M. (Taxation) from New York University.

1. What exactly does it mean to “incorporate”?

Linda Kaplan: To incorporate is to file the legally required forms with the state office responsible for regulating corporations. These papers become a public record to advise the public that a separate legal entity has been formed and to let all interested parties know who is responsible for the affairs of this entity.

2. What are the advantages?

Barry Blackman: For tax purposes, you can be either a “C” Corporation or an “S” Corporation. The C Corp pays taxes on its earnings at the corporate level (the corporation

itself pays the tax). An “S” Corp is what is called a “flow-through” entity. It pays no taxes at the corporate level. Instead, the profits or losses “flow-through” to the shareholders and are reported on the shareholders’ individual tax returns.

In both C and S Corps, the owner will also be an employee.

In a C Corp, the primary tax advantage is that the company can pay the employees’ medical expenses and deduct them as an ordinary expense. (Not so in an “S” Corp.)

The primary potential tax advantage in an “S” Corp is that you may be able to avoid some self-employment taxes. As I indicated above, you must pay yourself wages (however, you do not need to cause the company to have a net loss due to the wages). After all your expenses, if you still have a net profit, this net profit then “flows” to your individual return in the form of an S Corp Dividend. You then pay income tax on the profit at whatever your tax rate may be. However, you do not have to pay self-employment tax on it.

An example:

You are not incorporated. You have royalties and

advances of \$30,000 and expenses of \$10,000. Therefore you have a net profit of \$20,000 and pay both income tax and self-employment tax on that amount.

You are incorporated and pay yourself an annual wage of \$10,000. You now have a net profit of \$10,000 (\$30,000 minus \$10,000 in wages and less \$10,000 in other expenses). The \$10,000 in wages is reported as wages on your individual return. "The company" withheld payroll taxes from your wages (7.65%) and paid the employer's share of payroll taxes (7.65%), therefore no self-employment tax (15.3%) is due, having already been paid. The \$10,000 in net profit is reported on your individual return and is subject to income tax but not self-employment tax. In our "simple" example, you have avoided \$1,413 in self-employment taxes.

Linda Kaplan: In addition to the potential tax advantages discussed by Barry, the primary legal advantage is to limit the liability of the shareholder. What this means is that the corporation is liable for its own debts and other liabilities but that the other assets of the shareholder can't normally be taken to pay the corporate debts. Another advantage may be to present an image of more substance than might be presented by a sole proprietor.

3. What are the disadvantages?

Barry Blackman: More paperwork compared to being a sole proprietor (which you are now). You are required to file a corporate income tax return for a C Corp or an S Corp even though the S Corp does not pay tax. The S Corp return tells the IRS how much income or loss it should see on your individual return.

You also have payroll taxes—at a minimum five federal returns a year plus whatever requirements the state has. You either need to complete the returns yourself or pay someone else to do it.

Liability. This is a legal issue but let me touch on one point. If you do decide to incorporate, be sure you know the limits of your corporate liability. It may not be as far-reaching as you thought.

The most difficult issue with a single-person S Corp is determining an appropriate wage amount. If you own a corporation and your primary function is that of manager, you can look around the industry and see what it would take in wages to hire someone to do your job. This is pretty tough to do in the writing business. You are the sole source of income (normally) for the corporation. It all comes down to risk. If you pay yourself too low a wage, the IRS can come in and recategorize your net profit as wages and you would then owe back payroll taxes, interest, and possibly penalties. Although I am sure there are some out there, I know of no writers who have formed S Corporations. It really depends on how aggressive you want to be. I think you would be fairly safe pegging your wages at the Social Security maximum wage (\$68,400 for 1998) which would save you 1.45% in Medicare taxes for the amount you earn in excess of \$68,400.

Linda Kaplan: The additional paperwork is the primary disadvantage. Also, there are likely to be a few additional costs such as occupational licenses for the corporation as

well as for the owner.

I think it should be noted that limiting liability is generally considered an advantage of incorporation rather than a disadvantage. I suspect that what Barry is saying is that, in many cases, the shareholders can still be held liable. For instance, a corporation may sign a lease to lease property which would mean that the landlord may only collect any amounts owed from corporate assets. However, in some instances the landlord will require a personal guaranty of the corporate obligation which will eliminate the advantage of limited liability as it relates to the lease payments.

4. At what point in a writer's career should she consider incorporating?

Barry Blackman: Any time there are valid legal reasons (as opposed to tax reasons) to do so. Generally, I would not advise any of my writer clients to incorporate for tax purposes.

Linda Kaplan: A writer might incorporate when advised to do so by her tax advisor or when she decides she wishes to prospectively limit liability. She might decide to incorporate prior to leasing office space or hiring employees.

5. What is the first step a writer should take to pursue incorporation?

Linda Kaplan: To incorporate, a writer should retain an experienced attorney to guide her through the process and simplify the procedure.

Barry Blackman: Find an attorney knowledgeable in the area of writers and incorporation. You can incorporate yourself, and I have several non-writer clients who have done so, but I recommend against it.

A caveat: Normally, discussions of these topics are interactive, with questions and answers generating other, sometimes limiting or clarifying, questions and answers. Due to the nature of this question and answer process (used in this column), readers should proceed with caution. The specifics of a situation may not apply in all cases and the laws do change. This forum is intended to increase your awareness of tax issues applicable to writers. My answers, while they may apply to other professions, are aimed at writers only. You should discuss any application to your specific situation with your tax preparer.

Our sincere appreciation to Barry and Linda for their professional insight. If you have further questions for either one of them, you can submit them to the NINC Advocacy Column (Cathy Maxwell at 804-744-3376 or cmaxwell@bellatlantic.net).

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— *Cathy Maxwell*



The Fast Track

Compiled by **MARILYN PAPPANO**

NINC Members on the USA Today List

The Fast Track is a monthly report on Novelists, Inc. members on the *USA Today* top 150 bestseller list. (A letter "n" after the position indicates that the title is new on the list that week.) Members should send **Marilyn Pappano** a postcard alerting her to upcoming books, especially those in

multi-author anthologies, which are often listed by last names only. Marilyn's phone/fax number is 918-227-1608, fax 918-227-1601 or online: pappano@ionet.net. Internet surfers can find the list at: <http://www.usatoday.com>. Members who write under pseudonyms should notify Marilyn at any of the above "addresses" to assure their listing in "Fast Track."

Member	Title	July 2	July 9	July 16	July 23	July 30
Nikki Benjamin	<i>The Surprise Baby</i> , Silhouette				150n	
Barbara Bretton	<i>Once Around</i> , Berkley				148n	
Suzanne Brockmann	<i>Everyday</i> , <i>Average Jones</i> , Silhouette				141n	
Sandra Brown	<i>Fat Tuesday</i> , Warner Vision	10	11	19	27	31
Sandra Brown	<i>Unspeakable</i> , Warner	36	32	48	76	99
Geralyn Dawson	<i>The Bad Luck Wedding Cake</i> , Pocket			102n	103	124
Janet Evanovich	<i>Three to Get Deadly</i> , St. Martin's	117	120	145		
Janet Evanovich	<i>Four to Score</i> , St. Martin's	121n	137			
Julie Garwood	<i>One Pink Rose</i> , <i>One Red Rose</i> , <i>One White Rose</i> , Pocket			170	78	83
Tess Gerritsen	<i>Life Support</i> , Pocket			73n	43	39
Heather Graham	<i>Drop Dead Gorgeous</i> , Onyx		40n	33	50	53
Kay Hooper	<i>Finding Laura</i> , Pocket	112N	95			
Linda Howard	<i>The MacKenzie Family</i> , Silhouette	127n	87	142		
Linda Howard, Linda Lael Miller, Heather Graham Pozzessere	<i>Summer Sensations</i> , Silhouette	68n	59	114		
Susan King	<i>Laird of the Wind</i> , Topaz		106n	135		
Debbie Macomber	<i>Lone Star Baby</i> , Harlequin	35	34	74		
Connie Mason	<i>Viking!</i> , Leisure	142				
Anne McCaffrey, et al*	<i>Acorna</i> , <i>The Unicorn Girl</i> , HarperPrism	111	109	148		
Lurlene McDaniel	<i>Until Angels Close My Eyes</i> , Bantam			152	116	148
Nora Roberts	<i>Rising Tides</i> , Jove			2n	1	12
Nora Roberts	<i>Sanctuary</i> , Jove	52	54	115		
Nora Roberts	<i>Sea Swept</i> , Jove			214	112	101

Congratulations to NINC member Nora Roberts for her latest achievement—making #1 on both the *USA Today* list and the *New York Times* Bestseller list.

* et al.: written with other author(s) who aren't members of Novelists, Inc.

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