

NINK

November 2008
Vol. 19, No. 11

Something to Talk About

BY HOLLY JACOBS

My first public speaking experiences weren't writing related. One of my earliest speaking gigs was talking to a college psych class about the psychological benefits of breastfeeding—at 8 am on a Monday morning. Yes, I was using the words breast and nipple in front of college freshmen—a social group barely one rung higher on the maturity ladder than grade-schoolers. Somehow talking about writing-related subjects never seemed all that hard to me after that.

But as nice as it can be to pull up a chair (or a podium) and talk to a group of writers or readers about your books or some facet of the craft of writing, that's not all there is to it. Speaking engagements are really just another extension of the business of writing.

So let's talk about public speaking.

Learn the Art of Public Speaking

All right, we've all been there. Stuck at a conference workshop with a speaker who is...well, let's be kind and simply say they are less than scintillating. Let's face it, a writer's forte is the written word. Some are blessed with public speaking skills. Most learn them. But if you haven't been blessed with a natural talent or the opportunity to learn by teaching the psychological benefits of breastfeeding to football players, and you suspect your public speaking skills aren't up to snuff, all is not lost. Buy some books on the subject. Consider joining Toastmasters (<http://www.toastmasters.org/>). Or simply get out your camcorder and tape yourself doing a presentation. Ask some close friends to help you critique your performance. Do you mumble? Look at your notes too frequently?

Then start small with a friendly audience. Ask your local writers' group if you can try out your presentation on them.

Once you've honed your speaking skills, then what?

Topics

Everyone has some topic they're equipped to speak about. I've done workshops on writing comedy, on serial...uh, series killing (as in series romance lines I've written for that have died) and overcoming other career hurdles, on organizing your time and business, and on simply writing romance. I choose topics that not only interest me, but that I'm enthusiastic about. My enthusiasm hopefully translates into something the audience can connect to.

So, talk about something you know and enjoy. Pick topics that your audience can relate to. But hand-in-hand with choosing an audience-appropriate topic comes the fact that you have to know *who* you're talking to. I went to a conference for professional writers (everyone was well published) and one of the guest speakers gave us guidelines on how to submit a manuscript. She hadn't done her homework and obviously didn't know her audience. If you're talking to other writers, finding a topic might

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Novelists, Inc.

FOUNDED IN 1989

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Address changes may be made on the website.

For members without Internet access, send changes to the Central Coordinator.

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Introducing...

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

Membership Chair Holly Jacobs
P.O. Box 11102
Erie PA 16514-1102
or email HollyJacobs1@aol.com

New Applicants:

Victoria Grondahl, Park City UT
Pamela Osback, Scottsdale AZ
Tawny Weber, Concord CA
Karen Robards, Louisville KY
Kimberly Sheetz, Oakdale CA

New Members:

Debra Clopton, Madisonville TX
Yvonne Lindsay, Howick Manukau, New Zealand
Tosca Lee, Lincoln NE
Meredith Efken, Omaha NE

Ninc has room to grow...

Recommend membership to your colleagues.
Prospective members may apply online at
<http://www.ninc.com>.

Refer members at ninc.com. Go to Members Only,
"Member Services" and click
"Refer a New Member to Ninc."
Take Ninc brochures to conferences.
Email Holly with your mailing address and
requested number of brochures.

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."

It's That Time of Year!

Bylaws Schmylaws

We (that would be the traditional royal “we”) have written Ninc’s first Bylaws amendments proposal in six years and have reviewed it with a lawyer specializing in non-profit corporations registered in the state of Kansas (which is what Ninc is). The 2008 Ninc Bylaws amendments proposal is all kosher, copasetic, and ready for your vote.

The proposal has been posted on Ninc.com since October, for your review. It will remain there through the end of the voting period, which will coincide with the end of 2009 dues renewals.

The proposal will also be mailed to you with your membership renewal forms in November. For those of you who are reality-challenged, *this* is November. Right here, right now. You will receive your Bylaws amendments proposal **and ballot** this month. This month right here: November 2008. *This month.*

You need to vote on the Bylaws amendments proposal. The Bylaws can only be amended if *at least* two-thirds of the membership votes in favor of the proposal.

That’s two-thirds of the *membership*. Not two-thirds of voters, but two-thirds of *all* of you.

So don’t toss the ballot aside, thinking your vote doesn’t count. Your vote not only counts, it’s necessary for this to work **at all**. *Everyone* in Ninc needs to vote on this. Because if not enough of you vote, then the entire vote will be **invalid**, the Bylaws cannot be amended this year, and allllllllll my hard work (as well as alllllll the money we have spent on the lawyer, the formatting, the paper, the printing, and the mailing) will be wasted. And I will be unhappy.

You won’t like me when I’m unhappy.

I guarantee that. Just ask President-elect Kasey Michaels how thoroughly dislikeable I am when I’m unhappy.

Finally: **For those of you who lose your ballot or believe that you never received one: As of November 15, you can download a replacement Bylaws amendments ballot from the Members Only area of Ninc.com.**

2009 Membership Renewals

As you may have cleverly deduced from reading the above section, Ninc 2009 Membership Renewals season begins this month.

You have from November 15, 2008 to January 15, 2009 to renew your Ninc membership.

If you’re broke this year, review the information about the Linda Kay West Memorial Fund in Section 3 of the Ninc Policies & Procedures Manual (which can be downloaded from the website) to find out how to use that fund to assist you with the cost of dues renewal.

Another—and even better!—way to cover the cost of your 2009 membership renewal is to participate in the Outreach Committee’s two-fer campaign and get your 2009 dues comped by Ninc.

Renewals and the Ninc/Outreach Two-fer Campaign

As per previous *Nink* announcements, the **Outreach** Committee has been running a campaign since September 1 of this year, whereby if you recruit two new applicants to Ninc by November 30, Ninc will comp your 2009 membership fee—that is, you get one year free! You must be able to name the two recruited applicants in your renewal form (a space is provided); they must have *already* applied when you renew; and they must name *you* in the space provided on their applications. (If they forgot to do this, ask them to email Membership Chair Holly Jacobs and tell her so.)

Note: Since the Ninc application process takes a while, the campaign does *not* require that your recruits be *accepted* as Ninc members; only that they have *applied* for membership.

Renewals and the Authors Coalition Survey

We have made the **Authors Coalition Survey** *part* of the membership renewal form, in hopes of encouraging you to fill it out and include it with your renewal. This is crucial. Ninc, as a small organization with a big appetite, relies heavily on its Author Coalition funding to provide benefits to members, such as the Legal Fund, educational *Nink* articles, and exceptional conference programming. If you want Ninc to maintain its excellence, then fill out the **Authors Coalition Survey** when you fill out your dues renewal form.

Renewals and Delilah! (Not me. DELILAH.)

We have established a new position this



year, to assist hereafter with membership renewals. The new **Renewals Coordinator** is the heroic Delilah Devlin (delilahdevlin@hughes.net), who really has no idea what she's getting herself into. Contact Delilah (not me, not Kasey Michaels, not 2009 president-elect Kay Hooper, but: **DELILAH**) with your membership renewal questions and problems.

But before you pester Delilah, read the rest of this column.

Renewals: At the Edge Of Sanity

I got a lot of questions during renewals seasons last year, so I'm going to reiterate some of the answers here for the whole class now, in hopes of saving everyone some time this year:

► The term "annual" membership renewal means you have to renew *every year* if you want to remain a Ninc member. I know you renewed last year. You nonetheless have to renew this year, too. And (yes, it gets even worse) if you want to be a member in 2010, you'll have to renew again next year, too. That's some catch, that Catch-22.

► You may think you "just" renewed. But if, by "just," you mean you renewed a year ago for 2008... sorry, tough break: In the wacky calendar we use in *Ninc*, 2009 falls one year after 2008, and we're right back at that whole nasty interpretation of the word "annual" meaning "every year." Ain't life a bitch?

► You will receive a dues renewal form in the mail this month. You can also download the dues renewal form at Ninc.com and mail it in. You can also download the dues renewal form from the Ninclink Yahoo page, stored in the Files area. You can also simply renew online at Ninc.com. If that's not enough shots at this target for you, then contact Delilah for help. (Not me: **DELILAH**.)

► I have only stated the following a few dozen times, so it bears repeating: The revised Membership

Qualifications in Section 16 of the Policies & Procedures Manual, voted on in 2007 and implemented on January 1, 2008, *only* apply to new members. The quals do *not* apply to *renewing* members. Once you're in, you're in for life. As long as you renew annually. (See above for Ninc's funky interpretation of the word "annual.")

► To renew by mail, send the renewal form to the address listed on the form. To find the address on the form, *read* the form. If you still can't find it, ask Renewals Coordinator Delilah Devlin to tell you where it is. Not me: **DELILAH**.

► To renew online, you must log in. If you don't know your original User ID, you can log in with your email address. However, you must use the email address that you gave to Ninc. If you don't know what email address you gave to Ninc, contact Delilah Devlin for help, she'll look it up. If you need your password, use the link on the website that offers to provide this. If you don't know where the link is, look for it. If you can't find it, ask Delilah where it is. (Not me: **DELILAH**.) If it doesn't work (or if you get no answer—perchance because you haven't given Ninc your current email address), ask Delilah to look up your password and your email address.

► If you know your Ninc User ID and password but they aren't working, please make sure you're actually using your *Ninc* password and User ID, rather than a password and ID for some *other* website that you hardly ever visit. If you have verified this and still can't get into Ninc.com to renew, ask Delilah to look up your User ID and password on Ninc.com to make sure your records are accurate.

I hope that helps.

And now I have to go talk Delilah down off the ledge...

(Delilah? Er, Delilah? *Delilah!*)

— **Laura Resnick**

Business Briefs

Compiled by Sally Hawkes

Google Widget

At the end of September, Google presented Google Previews, a new widget run feature. An easy code can enable web sites, publishers, book sellers or anyone with the tech talent to embed a preview of up to 20% of any title in the Google Book Search database. It's ready for viewing at Books-a-Million with others following close behind. While this has been possible with LibreDigital and Ingram, the Google service is free.



And Here We Go!

There are times when a person doesn't know what to write about in a column. Then there's this month's column, with almost too much to talk about to fit the word count Cindi gives us.

On the website now is our brand new, redesigned, a little bit long—but very user friendly and complete!—registration form for Saint Louis (<http://www.ninc.com>).

Note: If you can't or won't go online, sign up there or download the PDF so you can register via snail mail, and you're wondering why the form isn't included with this copy of Nink ... nah, you don't want to hear that story again about how Ninc likes to spend member money on things that matter to members instead of printer costs and postage, right?

Anyway, if you can't or won't register online or download the PDF so you can register via snail mail, then write to me at kcmi@aol.com, or check my address on the Ninc roster and write to me, and I'll go online and download and print the PDF and mail it to you, okay? Honestly—I'll do that. What I won't do (because I'm in charge, you know; power is so cool), is spend about \$600 or more of *your* conference budget on printing and mailing the registration form when it's a click of your mouse away and that sum can be much better spent on the conference itself.

Okay, back to your extremely user-friendly registration form (because forms intimidate me—I always worry I'll fill them in wrong and the Registration Forms Police will come get me):

Staying true to my track record, we ask a lot of questions on the form. This is one-stop shopping for Everything We Need To Know To Help You (and for you to help us—we're not fools!).

Not all of the form may apply to you, but as long as you're there, read all of it anyway. You'll get some good clues as to a few of the innovations we're planning, including what might be the biggest one: easy payment

plans.

Oh yes. No longer will members have to save up and maybe still be forced to miss out on the Early Bird prices. Why? Because, instead of the usual two or three month Early Bird, *Ninc Goes Platinum* is offering a full eight month Early Bird.

Pay in one lump sum. Pay in three smaller payments over the course of several months that *you* choose, get the discount on our forensics day, both deals good until June 30, 2009, and with no extra processing fees.

Get the Super Secret Code to reserve your room at the Drury Plaza with your *first* payment, so you won't have to worry about missing out on the low conference room rate, either.

Sign up now, make a partial payment, get to deduct that cost on your 2008 I.R.S. form, and then deduct the rest in 2009. Plan your payments around royalty statement dates, tax refund time, Christmas or birthday gifts, whatever. There are so many benefits to the easy payment plans (not for our Registrar, Marcia Evanick; this is a lot more work for her. The woman is a saint!).

Best of all, by signing up early you'll be sure to have a space reserved for you for *Ninc Does Forensics*, our full-day of special workshops on Thursday, October 1, 2009. Some information about the program (love the subtitle: *C. S. I-Don't-Think-So!*), is on the registration form, and the day's events are detailed more in the conference center of the website.

We'll be writing *Nink* columns on many subjects between now and the conference, including more on the hotel—but how about a little thumbnail now about what you'll receive at the historic Drury Plaza Hotel, Saint Louis:

- ♦ Free HOT! QUIKSTART® Breakfast. We're talking about scrambled eggs, pancakes, sausage, biscuits and gravy, and more. Free. Every single day you're in Saint Louis. ▶

- ♦ Free Long Distance; one hour in every room, every night.
- ♦ Free evening beverages (yes, even the alcoholic kind; three-drink limit) and snacks served daily from 5:30–7:00 p.m.
- ♦ High-Speed Internet access in every room and wireless lobby.
- ♦ Microwaves and refrigerators in every room.
- ♦ Indoor pool and whirlpool.
- ♦ *Max&Erma's* restaurant and *Carmine's Steakhouse* are both conveniently located in the Hotel.

The above amenities list is taken from Drury Plaza's communications with us. Now let me tell you a little bit about *Max&Erma's*, as I was lucky enough to have dinner at one in Pittsburgh a few months ago.

Food—great, and well-priced. Ambiance and service—also terrific.

But all of this is meaningless, I tell you, when measured against their special dessert: warm chocolate chip cookies (or warm Macadamia nut white chocolate chip cookies).

You order the cookies when you order your dinner, and when you've finished the main course, a half-dozen of them are served to you, still warm on their baking tray; soft, yummy, the chocolate chips still gooey. Big cookies like your mama used to make before slice-and-bakes came along, and one is more than enough per person. I mean, I'm still having dreams about these cookies.

Check out the Drury Plaza at <http://www.druryhotels.com/properties/druryplazahotel.cfm> (links to the two restaurant menus are also available on the site), knowing your room will cost a mere \$124.99 plus tax per night with the conference rate, and that this cost includes free hot breakfast, free long distance, free Happy Hour (all right, Happy Ninety Minutes), etc.

Did I mention that there's also free fountain sodas and hot popcorn popping in the lobby from 3–10 p.m. every day?

In case you haven't noticed, we love this word: *free*. See, here's the thing: the conference co-chairs and I

have attended a lot of conferences over the years, seen a lot of cities, a lot of hotels, a lot of conference fees. So, when we were handed the ball and went "shopping," and when we set prices, we did this while remembering a combined about a half-century's worth of conference-attending experiences, travel problems and joys, good times and bad, high points and sometimes low budgets. Which is why, while we're watching your pennies (sign up online or print the PDF, for crying out loud; it won't kill you!), we're still determined to give the Biggest Bang For The Buck to Ninc members where it counts.

Best program and workshops, you betcha! But also best food, best city, best pricing plans—and with lots more to come (including a few surprises).

Ninc Goes Platinum; Celebrating Twenty Years of Excellence. You do not want to miss *this* party!

— Kasey Michaels,
Official Chocolate Chip Cookie Taste Tester;
available for all Max&Erma gatherings

Ninc Goes Platinum: 20 Years of Excellence

Drury Plaza Hotel, Saint Louis
September 30 – October 4, 2009

Co-Chairs:

Leslie LaFoy, lafey@earthlink.net
Karen Tintori Katz, ktinti@aol.com

Register Now Online at

<http://www.ninc.com>

Business Briefs

Penguin Preparing for eBiz

Publishing manager Molly Barton has added the duties of associate publisher of eSpecials for Penguin Group. The first eSpecial was an electronic epilog for a paperback edition of *The Age of Turbulence* and will be used with all authors at all Penguin imprints.

Simon & Schuster Interactive

Simon & Schuster begins an in-house digital production studio that will be the main provider of original multimedia content, from high definition video to audio and photos to promote authors and books on the web site. The first video was Stephen King in September. This is the first of 25 pieces in various forms of productions, with a goal of 600 multimedia pieces each year.

Before entering a co-authoring relationship, sign a collaboration agreement

BY KIM PAWLAK

The first thing you should write before entering into a co-authoring relationship is a collaboration agreement, said Stephen Gillen, an authoring attorney with Greenebaum Doll & McDonald, during his 2008 Text and Academic Authors Association Conference presentation, “Don’t Get MAD: The Joys and Heartaches of Co-Authorship.”

“Do it before you write the manuscript, before you sign the publisher’s contract, before you write the sample chapters, before you write the outline, and before you write the proposal,” he said. “Do it first. If it’s too late to do it first, do it NOW! If you think you don’t need one, you’re wrong. By the time you realize you do, it’s probably too late.”

There are a couple of primary reasons why a collaboration agreement is needed before authors begin a co-authoring relationship, said Gillen. One of those reasons is that the default rules of U.S. Copyright Law state that a “joint work is a work prepared by two or more authors with the intention that their contributions be merged into inseparable or interdependent parts of a unitary whole,” and “The authors of a joint work are co-owners of a copyright in the work.” What this means, he said, is that as co-owners, each author has an undivided proportionate interest in the whole work.

These default rules of U.S. Copyright Law present a few problems, said Gillen:

Absent a contrary agreement, all joint authors share equally in ownership—even if it is clear that their respective contributions are not equal.

Any joint owner may, without the consent of the other joint owners, grant a non-exclusive license in the work to third parties, but one joint owner cannot transfer ownership of the work or grant any exclusive license without the participation of all other joint owners.

Each joint author must account to the others and share with them the profits from any commercial exploitation of the work.

The second reason why a collaboration agreement is needed lies in the typical provisions of a publishing contract, he said, which state: “If there are multiple authors for this Agreement, all are collectively referred to as ‘Author’ and ‘the rights, obligations, and liabilities of the Author are joint and several’; ‘The publisher may exercise any or all of its rights and remedies with respect to the authors individually or collectively’; and ‘If any author does not perform the obligations required, the Publisher shall have the right to proceed with the other author(s) without obligation to the non-performing author.’”

Said Gillen: “These provisions have implications for representations and warranties; indemnification; royalties, advances, and grants; recovery of advances, grants and other charges; allocation of workload; and participation in revisions. The publishing contract protects the publisher, NOT the co-authors.”

Publishers do not have to treat co-authors equally or equitably, he said: “Publishing companies act through their editors, and editors are not above favoring one author over the other. The publishing contract does nothing to prevent this and often fosters it.”

Gillen outlines the items that should go into a collaboration agreement:

- What will each author do and when?
- How will the work product be evaluated?
- How will proceeds be shared?
- Who will negotiate with the publisher?
- How will you break a tie?
- What is the exit strategy?

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Sample Collaboration Agreement on pgs 8-9



Co-Authorship: Don't get MAD

Prepared by

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For Presentation to

Text and Academic Authors Association
2008 Conference
Las Vegas, Nevada
June 21, 2008

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Specimen Collaboration Agreement

Important note: This document is presented as a specimen only of the types of issues typically addressed in a collaboration agreement and they ways in which they might be addressed. It is not intended as legal advice nor is it necessarily sufficient to address the concerns of Author A or Author B in any given situation. Readers are encouraged to consult their attorneys for advice and refinement appropriate to their particular concerns and circumstances.

This Collaboration Agreement entered into on [date] by and between:

[name and address of Author A] ("Author A")
and

[name and address of Author B] ("Author B") [the parties can be described as principal or lead author and co-author or contributor or in any other way that appropriately captures their respective roles]

provisionally entitled: [specify]

on the subject of [here, briefly describe the topic, tone, and approximate length] ("Work").

1. Author A and Author B agree to cooperate as joint authors of the Work and to make themselves available at reasonable times and places as may be necessary to complete the Work and secure its publication and other exploitation. However, in order to clarify our respective responsibilities, we agree to the following division of responsibility:

[here list, who will do necessary research, who will prepare the outline and proposal, who will market the Work to agents/publishers, who will prepare what portions of the manuscript (or how this will be later determined), who will be responsible for specified supplements and ancillaries, etc.]

2. Author A and Author B contemplate that they will complete the manuscript of the Work by [date]. If they fail to do so, they may by mutual agreement extend the time for completion. In the absence of any such extension, they shall endeavor to fix by negotiation their respective rights in the material theretofore gathered and written, and in the project itself, i.e., whether one or the other of them shall have the right to complete the Work alone or in collaboration with someone else, and on what terms. Their understanding as to these matters shall thereupon be embodied in a settlement agreement. If they are unable to agree, their respective right and the terms pertaining thereto shall be fixed by arbitration and the award in arbitration shall be enforceable in any court of competent jurisdiction [or, alternatively, one will buy out the other's interest through a shotgun process or otherwise]. In either event, this agreement shall cease when the rights of the parties have been fixed; and thereafter they shall have only such rights and obligations as will be set forth in the settlement agreement, arbitration award, or buyout agreement.

3. The Author A and Author B shall be identified on copies of the Work and promotional materials associated therewith in the following manner: **[specify the order and respective prominence]**.
 4. The copyright in the Work shall be obtained in the **[name of the Author A/joint names of Authors A and B as co-authors and equal co-owners/or specify some other arrangement]** or in such other manner as Author A and Author B shall subsequently agree.
 5. All receipts and returns from the publication of the Work and from the disposition of any subsidiary rights therein shall be divided equally between the parties, except that any monies received by each of Author A and Author B for personal appearances and promotions shall be retained by him or her respectively. All agreements for publication and for the sale of subsidiary rights shall provide that each party's one-half share shall be paid directly to him/her.
- [OR: Author A and Author B contemplate that they will enter into a publishing agreement with publisher X (or will agree to an amendment to the existing publishing agreement between publisher X and Author A) for the preparation and publication of the Zth edition of the Work and editions subsequent thereto. Author B hereby irrevocably appoints Author A as his/her exclusive representative for purposes of negotiating with publisher X the terms of any such agreement (or amendment). Author B further agrees that he/she will not execute any such agreement (or amendment) unless and until its terms have been approved by Author A. Author A agrees to consult in good faith with Author B and to keep him/her apprised of the status of negotiations with publisher X, but Author A expressly reserves the right to propose in the negotiations such terms as he/she believes appropriate and to withhold approval for any proposed draft that he/she determines to be unacceptable in the exercise of his/her sole judgment. For purposes of the negotiations with publisher X, and as among themselves, Author A and Author B agree that the allocation of royalties shall be as follows:**
- [specify]**
- Author A and Author B agree that, as among themselves, this Collaboration Agreement shall take precedence over any publishing agreement with publisher X (notwithstanding the fact that any such publishing agreement will necessarily be entered after the effective date of this Collaboration Agreement) and, to the extent that any such publishing agreement with publisher X contains terms governing the respective rights and obligations of Author A and Author B which are inconsistent with the terms in this Collaboration Agreement, the Collaboration Agreement is controlling (unless and until the Collaboration Agreement itself is amended).]**
6. After the completion of the manuscript of the Work, no change or alteration shall be made by either party without the other's consent, such consent not to be unreasonably withheld or delayed. **[OR: provide for the senior author to have editorial control and final approval rights,]**
 7. Author A and Author B shall each bear their own expenses in connection with the performance of their respective obligations hereunder.

8. Nothing contained herein shall be construed to create a partnership between the parties. Their relation shall be one of collaboration on a single work.
 9. If either party dies or becomes incapacitated before the completion of the manuscript, the survivor shall have the right to complete the same, to make changes in the text previously prepared, to negotiate and contract for publication and for the disposition of any subsidiary rights, and generally to act with regard to the Work as though he/she were the sole author, except **[specify the circumstances under which, and for how long, the deceased or incapacitated author will still get attribution and a share of the royalties; specify how rights will be re-allocated in the event of a reversion and the extent to which a junior author might have claims to portions of the work that derived from previous editions]**.
 10. Each of Author A and Author B agrees that, as among them, each shall be individually responsible to the other for any representations, warranties and indemnification obligations set forth in any publishing agreement with publisher X to the extent that a claim is made concerning his/her contributions to the Work. Accordingly, each of Author A and Author B agrees to indemnify and hold harmless the other from any liability of or claim against the other based on a breach of the foregoing covenant.
 11. Author A and Author B each agree to hold in trust and confidence all material and information disclosed by one to the other in connection with the Work and not to disclose any such material or information to any third person without the prior written consent of the other. All such information and material shall be regarded as proprietary trade secrets jointly owned and controlled by Author A and Author B.
 12. Author A and Author B each agree not to prepare, or participate in the preparation of, any other work which might directly compete with or injure the sales of the Work.
 13. This Agreement may not be assigned in whole or in part by either without the prior written consent of the other.
 14. Author A and Author B agree that, as among themselves, this Collaboration Agreement shall take precedence over any publishing agreement between them and a publisher and any subsequent amendment thereto (notwithstanding the fact that any such publishing agreement or amendment may be entered into after the effective date of this Collaboration Agreement) and, to the extent any such publishing agreement or amendment contains terms which are inconsistent with the terms in this Collaboration Agreement, the Collaboration Agreement is controlling (unless and until the Collaboration Agreement itself is amended).
- In witness whereof, Author A and Author B have each signed this agreement intending to be legally bound hereby as of the date first above written.

[Signature block]



WRITING is TAXING

Share the Wealth

Spreading income across taxpayers may reduce the tax on the income. For example, a single individual earning \$50,000.00 in taxable income in 2008 will pay \$8,843.75 in federal income tax. But what if the \$50,000.00 is spread between two single individuals, the first earning \$45,000.00 and the second earning \$5,000.00? The taxpayer earning \$45,000.00 will pay \$7,593.75 in income tax, while the taxpayer earning \$5,000.00 will pay \$500.00 in income tax. The total income tax in the second scenario is \$8,093.75, for a savings of \$750.00.

How can you take advantage of such tax savings but still keep your earnings in the family? By hiring family members to work in your writing business. Put them to work performing research, copying manuscripts, cleaning and organizing your office, maintaining your clips files, purchasing supplies, proofreading, responding to fan mail or other correspondence, preparing mailings, or making those time-consuming trips to the post office. If you have a technologically savvy teen, employ the kid to update your website, develop a MySpace or Facebook page for you, or create a book trailer.

Shifting income to a spouse may not save taxes. If you file a married joint return or live in a community property state and report half of the community income on each spouse's separate return, there may be no tax benefit in hiring your spouse. However, if you file separate returns, you may save taxes.

Several months ago we addressed the independent contractor versus employee classification issue. Although the rules addressed in that article still apply, there are special rules that apply to family members who work for you as employees.

Child Employee. Payments by a parent for the services of his or her child employee under the age of 18 are subject to income tax withholding but not social security or Medicare taxes if the parent's business is a sole proprietorship or a partnership in which each partner is a parent of the child. No federal unemployment tax (FUTA) is due on wages of a taxpayer's child under the age of 21 who works in the taxpayer's business. How-

ever, payments to the child would be subject not only to income tax withholding but also social security, Medicare, and FUTA if the child works for a corporation (even if the corporation is controlled by the parent) or a partnership in which any partner is not the child's parent.

Spouse Employee. Wages paid to a spouse are subject to income tax withholding, social security, and Medicare taxes but are not subject to FUTA unless the spouse works for a corporation or partnership (even if the employer spouse is a partner).

Parent Employee. Wages paid to a parent employed by his or her child are subject to income tax withholding, social security, and Medicare, but not FUTA.

State Taxes. In addition to federal income tax, social security tax, and FUTA, payments to a family member may also be subject to state income tax and state unemployment tax (SUTA). Each state has its own set of rules so you'll need to check with your state to see what rules apply to your situation.

How to Report and Pay Payroll Taxes.

Federal income tax withholding, social security, and FUTA are often collectively referred to as "payroll taxes." The frequency with which an employer must report and pay payroll taxes varies with the amount of the taxes. If you will owe less than \$2,500.00 per quarter in payroll taxes you are not required to make tax deposits. Instead, you can pay the taxes with your quarterly Form 941 "Employer's Quarterly Federal Tax Return." You must also file a Form W-2 for your employees in January to report the preceding year's wages, along with a Form W-3 "Transmittal of Wage and Tax Statements," and a Form 940 "Employer's Annual Federal Unemployment (FUTA) Tax Return" (or Form 944 if the IRS instructs you to do so instead). For full details on reporting and paying payroll taxes, see IRS Publication 15 "Employer's Tax Guide." For information on reporting state income tax and SUTA, check with your state tax authority.

Continued on page 16 ►

Something to Talk About

Continued from page 1 ▶ sound easy, but carefully weigh whether or not your audience is published, non-published or some mix. Are they a specific genre, a mixed genre? And what about talking to readers' groups, or other non-writer groups? *USA Today*-bestselling author, Merline Lovelace (*The CEO's Christmas Proposition* 11/08) says, "As for speaking topics, for non-writing audiences I try to pull them in by drawing on their personal experiences with a general topic like: 'How To Turn Your IRS (or Legal or Firefighting or Everyday) Experiences into a Sizzling Best-seller.' These groups are usually more interested in where I get my ideas and the general process of turning those ideas into a book."

To Be Paid, or Give It Away?

There's an old adage my grandmother used to share with me, "Why buy the cow when you can get the milk for free?" She wasn't talking about public speaking, but the same adage could be applied. Do you give it away, do you expect to break even, or do you want to make a profit?

When I first started doing workshops and talks, I did them as promotion and without thought of time or money that I lost. It was exciting to be invited to speak to a group. But as my writing schedule became more crowded, I began to weigh how much a particular speaking engagement would ultimately cost me. Time was my biggest concern, but there were also travel expenses. I had to find a new way of looking at speaking. Speaking is still a great promotional tool, and I do enjoy presenting workshops. While I might be willing to give up time from my writing, I can't afford to lose money. So at the very least, I need my expenses met. Speaking fees are negotiable. I tend to make those decisions on a case by case basis.

Merline Lovelace has her own personal guidelines. "A speaking engagement generally takes a full day or more away from writing. Worse, I have to—ugh!—gussy up and put on make-up. As a result, I expect to be compensated for my time and for travel expenses. Fees are negotiable based on the size of the group and their financial solvency. For example, a small, local group may only be able to afford \$50-\$200. A regional or national level gig could pay \$2,000-\$5,000 plus expenses."

Susan Gable (*A Kid to the Rescue*, 2/09) has her own speaking criteria. "As a former teacher, I love speaking gigs. I love sharing what I've learned. I have fun doing it. I'm not looking to make money (although that would be nice!). But given gas costs these days, I can't afford to have it cost me money, either. It's already costing time—

time I could be writing or hanging with my family. I'd like to at least clear my expenses. So if your chapter can swing it, offer to pay for your speakers' expenses. If you can't afford to do that, please be very clear up front. That saves unnecessary frustration on everyone's part later. I still might want to come speak to your group. But that's my biggest piece of advice—get all the expectations out on the table up front."

New authors might feel that nonpaying speaking engagements are worth it because of the exposure they'll receive, but Stephanie Bond (*Body Movers* mystery series 2009) points out, "Unfortunately, when you offer your services for free, what you're likely to find when you arrive is a very small group that will result in very few—if any—books sold, and very little exposure. If the group doesn't have to invest anything to get you there, then they have no incentive to publicize your event. As one author said to me, 'Speak for free, and you get a card table, no publicity, and no audience. But charge \$300, and you get a microphone, an ad in the paper, and a crowd.'"

Finding Speaking Engagements

Talking at your writing group's meeting is a great way to start learning the art of public speaking. When you're feeling more confident, writer's conferences put out the call for speaker proposals on a pretty regular basis, as do other writing groups. Libraries, bookstores—these are common sense places for writers to speak. But sometimes, it can be more beneficial to speak outside writing circles. In the last couple years, Susan Gable (my frequent speaking partner) and I have spoken to a Red Hat group, at our city's annual summer celebration, and at a local Valentine's tea.

Merline Lovelace agrees that seeking audiences outside reader/writer circles can be a good idea. "Romance authors/readers are pretty savvy about what's happening in our genre so I try to target non-romance audiences to build my readership. Every so often I'll do mailings to special interest groups—Officers' Spouses Clubs, American Businesswomen associations, Garden Clubs, Federally Employed Women, Chambers of Commerce, etc. They're always looking for speakers. I tried using a professional speaking agent/bureau for a short time. But I ended up writing most of the copy and suggesting target audiences. I found it easier to just do it myself and save the 15% agency fee."

So, what about speaker's agencies?

Susan Wiggs (*Just Breathe*, 8/08) was a speaker ▶

coordinator for a writers' community and has used various agencies to book speakers for her writing group.

"... Publisher-affiliated SBs are becoming common these days. I have mixed feelings about paying a publisher to pay their writer, to publicize and sell their books, but that's what these are, essentially. However, if they're good, they do help coordinate and publicize an appearance... The least useful and most frustrating were the big commercial agencies who were tough to deal with and pretty inflexible."

Susan used speakers' bureaus to schedule speakers, but, she said, "I've never been repped by a speakers' bureau and based on my experiences booking through them, I doubt I ever would. Fortunately, my publisher and publicist do a perfectly good job in this area. Nearly all my bookings come about due to someone in charge having read my work, or via word of mouth. For example, I'm doing a presentation for the Ketchikan, AK library this month because the head librarian is an avid reader and a fan of my books. My appearances at the Maui Writers Conference and Retreat came about when the Retreat director heard me speak at a conference on the mainland. That sort of thing."

Susan offered that "...if you deliver a really good workshop that makes people feel motivated and successful, you'll be remembered and contacted for future appearances. Also, friends in the business lead to bookings. When I'm unable to do something, I always recommend a fellow writer for the job! And finally, staying involved in local or national literary and arts organizations keeps you in the loop."

Public speaking can be a valuable marketing tool for an author, but take some time and really prepare. Make sure your public speaking skills are as well honed as you

can make them. Know your audience, and choose topics that mesh with their needs and interests. Be upfront about what you expect financially, whether it's merely having your expenses met, or if you're charging an additional fee.

Let's face it, authors can write their books and have a successful career without ever leaving their office, but many of us find adding public speaking to our arsenal of writer tools can prove useful.

Resources

Most writers belong to one organization or another. Exploit the resources they offer. Almost all writing groups, Ninc included, list their members' websites. Your website should include information about where you'll be speaking, as well as offering information for groups who might want you to speak.

RWA maintains a list of speakers at http://www.rwanational.org/cs/speakers_bureau

SFWA maintains a list of its members speaking engagements at <http://www.sfw.org/members/readings/>. Look at the organizations you belong to and see what resources they offer.

Award winning author, Holly Jacobs currently writes for Harlequin American Romance, Harlequin SuperRomance and Avalon Books. This December she has three releases—the second book in her American Dad trilogy, *Once Upon a Christmas*, the last book in her *Everything But...* trilogy, *Everything But a Wedding*, and a UK release, *Christmas Eve Kisses*. You can find her online at <http://www.HollyJacobs.com>, where you'll also find information on her speaking history and how-to contact her if you're interested in inviting her to speak on her "Media" page.

Business Briefs

Audio and Digital Goodies

Zune is working to catch up with iPod by being compatible with Audible (audiobooks online) and OverDrive (e-books and audiobooks online). Meanwhile **iRex** – the developer of iLiad wireless readers from the Netherlands – has launched the Digital Reader Series that includes 3 digital reading devices. The new models feature enlarged screens, Wi-Fi enhancements, and touch screen advances. The **Sony Reader** starts shipping the PRS700 in November, which promises new touch screen functions for turning pages and selection with more storage capacity. A wireless model is in development. Sony wants to have over 100,000 titles available by Christmas.

Take Your Reader on a Virtual Tour?

Clyde Ford has created a 20 minute film for *Precious Cargo*, which takes the book trailer concept to a whole new level. The film was narrated by Morgan Freeman and used new software that lets readers "go" to the location via Microsoft's Virtual Earth. The author wrote and produced the video, working with Maroon Media Productions and Hand Crank Film. Ford has over 4 decades experience working with software design and developed OnScene that allows readers to "visit" the sites of the novel.

The View from Here

By Susan Wiggs



The Neverending Story

“Dear Susan Wiggs, Your book *The Charm School* set the women’s movement back to the Dark Ages. What will readers think of a man who gives a girl marijuana and then seduces her? That is date rape, any way you look at it. You should be ashamed...”

Um, no, sorry. I’m not ashamed. I loved that scene in this bestselling historical romance, and so did my readers. They’re smart cookies, my readers. Unlike the letter writer above, they never confuse fiction with reality.

The writer goes on to deride other elements in the book and informs me that she will stop reading “books like this” and go back to reading “classic literature that uplifts rather than degrades.”

Yeah, good luck with that. The reader’s note brings up a debate that gets recycled but never resolved. If you’ve been a reader or writer of romance for any length of time, you’ve probably heard it—“these books” (and we all know what people mean when they say “these books”) depict manipulative, abusive relationships and promote unhealthy attachments.

The bone of contention this time around is the phenomenon surrounding Stephanie Meyers’ *Twilight* series of teenage vampires and werewolves in the murky rainforests of western Washington state. Some critics think the romance between undead Edward and mortal Bella is abusive—obsessive, manipulative, unhealthy, name yer poison. What the critics don’t get is that readers are smart cookies. They get that being in love with a supernatural being is probably not the best life choice. But, as my friend Anjali <http://anjalibanerjee.com/> says, that’s the appeal. It’s *dangerous*. Teens, especially, like dangerous romance. So do I, come to think of it. So do you, I bet.

Yes, that’s what I’m drawn to—forbidden love. That’s why I was such a fan of the far-from-immortal TV show *Moonlight*, too (which, by the way, was canceled but had the perfect ending: Leave well enough alone, close the door and let the reader dream).

The *Twilight* romance comes from a long and auspicious line of dangerous pairings. It’s an enduring and compelling trope, and it drives some critics crazy. What made the Cathy/Heathcliff pairing so compelling? If you take *Wuthering Heights* apart scene by scene, and give it a literal interpretation, it’s a portrait of an abusive, controlling relationship.

Ditto *Phantom of the Opera*.

Ditto *Rapunzel*.

Ditto *Beauty & the Beast*, even the Disney version. And the old TV show of the same name that took place in the sewer. The dominant alpha hero entices, entraps and imprisons the hapless heroine. She, in turn, uses (often in manipulative ways) the power of love to tame him.

Take apart pretty much any enduring, beloved fantasy, beat by beat, and you might be surprised to discover controlling males, adroit females, violent passions...and bestsellers.

Popular literature abounds with the theme—*The Flame and the Flower*, *Forever Amber*, *Peyton Place*, *Gone with the Wind*.

And so, by the way, does *The Charm School* by yrs. truly. Since I wrote it, I can speak in detail about the creative choices I made while writing this very politically incorrect (and bestselling) book. Ryan, the hero, is a flamboyant and charismatic sort who insults and practically kidnaps Isadora, whisking her off to sea on his ship. He effectively imprisons her, mocks and pushes her to change, gets her high on pot and seduces her against her will. It’s a graphic and shocking sexual awakening of a woman desperate to throw off a lifetime of repression.

Readers adore that. Servitude and entrapment are major motifs in this pre-Civil War era book.

Looking for literary lyricism in such books is like picking the dialogue in *Star Wars* apart, line by

line. Or maybe trying to analyze the famous soap opera rape that brought college dorms to a standstill. The Luke & Laura rape was so famous that people like me, who never even saw “General Hospital,” knew who these people were and what was playing on the stereo during The Act. (Herb Alpert’s “Rise”).

One of the most startling books I ever read was a re-published edition of *Jacintha* by Kathleen Winsor (famed for having written *Forever Amber* at the age of seventeen). It’s an erotic love story set in Hell, with Satan in a loin cloth as the lover. I’ve never forgotten the cover art on this book—the edition I read was a trade paperback with a painting of our heroine being borne away on a black stallion. It was the perfect cover shot. (http://g-ecx.images-amazon.com/images/G/01/ciu/b3/08/7befb2c008a01765737fa010_AA240_L.jpg)

This rant from *Kirkus* nails exactly why I read the book with my jaw on the floor. Winsor writes like the person who dances as though no one is watching:

“[In 1952,] *Kirkus* called it ‘inadequate and indecorous.’ A second reading 30 years later hardly improves the picture....*Jacintha*...gapes at her first view of Satan—who manifests himself in a loin cloth (‘overpowering and gorgeous’)...The coupling, accompanied by external thunder and lightning, is a wow (though those expecting tip-top erotic detail about the Ultimate Hump may be disappointed)....An unnecessary exhumation: nutty, intermittently entertaining (often unintentionally so), and drenched in Women-as-Victims-of-Lust poppy fumes.”

Parsing out the beats of this allegory is a painful and pointless exercise. Why pointless? Because stories like this achieve something deeper. Using clean, clear archetypes, they resonate with readers at the most fundamen-

tal level, in a place that owes less to logic than to emotional truth. We don’t care that Heathcliff says stuff like “Terror made me cruel” or that Heather forgives Brandon for raping her or that Beauty falls in love with the Beast who abused her father and held her captive. Emily Bronte nails it in *Wuthering Heights* with this admission by Cathy: “My love for Linton is like the foliage in the woods. Time will change it, I’m well aware, as winter changes the trees—my love for Heathcliff resembles the eternal rocks beneath—source of little visible delight, but necessary...” She knows it’s not always a pretty thing, but it’s deep and immovable. She can no more escape him than she can escape herself. (Sorry, my inner geek loves this English 101 stuff.) Even James Fenimore Cooper, who couldn’t write his way out of a paper bag, drew archetypes so vividly that they endure in spite of his pedestrian prose.

Taken as a whole, without picking them apart and over-analyzing, these books embody a dark and compelling passion readers can’t resist. It never hurts for writers to remind themselves to fling caution to the wind and go wild. No excuses, no apologies. If that means getting your characters high and letting them do something shocking, so be it. Remember who you’re writing for—yourself and your readers, not the literary taste-makers.

It drives the over-analyzers crazy.

Oh, and when you reply to a cranky reader, keep it simple: “Dear Reader, You might be right.”

Susan Wiggs’s latest politically incorrect publication is a re-issue of the anthology Irish Magic, with fellow Niners Roberta Gellis, Morgan Llywelyn and Barbara Samuel.

Business Briefs

Going Oprah Means Tripling the Print Run

The Story of Edgar Sawtelle by David Wroblewski is the 62nd Oprah Book Club selection. It had an original print run of 300,000 at its June release and the addition to the Oprah list had the publisher going back for another 750,000 copies.

New U.K. Publishing News Service

Bookbrunch, www.bookbrunch.co.uk, is the collaboration of journalist Liz Thomson and Nicholas Clee (*The Book-seller*). The daily news service is to cover all aspect of publishing and bookselling and is supported by ads and a small subscription cost.

Atlas & Co First Financial Crisis Casualty

The independent house that partners with HarperCollins and Norton has delayed its spring 2008 list, citing the economic crunch as the cause.

Ninc Bulletin Board

COMPILED BY NANCY J. PARRA

"Recruit 2/get free year's Ninc membership" campaign

Objective:

It's easy! Get two of your published friends to join Ninc, and get your 2009 membership free!

Rules:

- ◆ Recruits must be new members, not returning members, unless they have been away from Ninc for at least the previous year. Prospective new members must have published at least two novels.
- ◆ Campaign runs from Sept 1 thru Nov 30, 2008 – this is the time in which your recruits must APPLY to Ninc. Since their application processing takes time, their application will count for your free membership.
- ◆ No two members may claim the same recruit, and no recruit can name more than one sponsoring member.
- ◆ There will be a line on the application form for them to mention your name as their recruiter. This must be filled out.
- ◆ You will fill out a line on your renewal form for your free membership for 2009. This must be filled out.

Don't Forget to Vote

No, we're not talking about the U.S. national elections—although voting in those is very important, too. But you also need to cast your vote on the question of the proposed changes to the Ninc Bylaws. You'll receive these in the mail shortly. These bylaws changes are designed to make Ninc operate more smoothly and efficiently for you. Bylaws can only be amended with approval from two-thirds of Ninc members—not just two-thirds of the votes, but two-thirds of *all* members. So every vote is important. Send your ballot in ASAP.

Ninc has a brand new promotional brochure

Going to a conference? Giving a talk to a writers group or library? Ask Outreach Chair Pari Taichert (ptaichert@comcast.net) to send you a bundle of Ninc brochures to pass out! Let's get the word out there about Ninc, which has the highest density of professional achievement of any fiction writing organization.

Time to Renew Your Ninc Membership

Time to re-up your membership in Novelists, Inc. And while you're filling out the renewal form, don't forget to complete the Author's Coalition survey. Your answers on this survey translate into money for Ninc. If you've written articles, book reviews or contributed to a non-fiction anthology, your efforts qualify Ninc for dollars which can be used to maintain our website, produce this newsletter and provide a great conference. So fill out that survey and send it in. Thank you!

Have you signed up for e-Nink?

Be the first to get all the scoop from this newsletter by signing up to have it delivered directly to your email box. The PDF format is easy to read and easy to print out in color or black and white. e-Nink subscribers not only receive the newsletter earlier than snail mail subscribers, they're privy to exclusive e-only features such as Eric Maisel's great series on Creative Recovery—a Novelists, Inc. exclusive.

To sign up, go to <http://www.ninc.com>, log in to the members-only pages, go to your profile and click the box for e-Nink delivery.

Want to blog?

Join the Ninc authors and industry guests who are already doing so. Signing up is easy. Go to <http://www.ninc.com/blog/> fill out your profile. then send me a notice that you have done so at Patricia.Rosemoor@gmail.com. Don't mail the notice to the list, please. The webmistress will approve you as an author so that you can post to the blog.

To sign up for a date, use the Yahoo calendar at the yahoo/Ninc website:

<http://groups.yahoo.com/group/NINCLINK/cal///group/NINCLINK/?v=2&t=1215072000>

Hopefully you have your yahoo ID and password. If not, you'll need to get them. Note that all the Wednesdays are already reserved for INDUSTRY GUESTS.

Please sign up for M-Tu-Th-F first, then sign up for weekends.

Warnings.

The IRS scrutinizes family employee situations and frowns on “income shifting” when the payments lack substance. If you pay wages to family members, they must actually perform services and the amount paid must be reasonable. For instance, paying your son \$100 per hour for services he’d receive minimum wage for elsewhere may result in the IRS reclassifying some of the income as your own. Also, you must respect the funds paid to your family member as that person’s property.

Make sure the funds are deposited in bank accounts they own, and don’t later use or “borrow” the funds to pay your own expenses or expenses you are under a legal obligation to provide, such as food for your minor child.

However, remember you are under no legal obligation to provide for an adult child, perhaps one attending college. For instance, if you hire your child and the child uses the wages you’ve paid to him to cover tuition you

would have otherwise paid, it’s a win-win scenario—less tax paid to Uncle Sam and you’ve still provided your child with a college education.

No income tax savings may result if you shift income to a family member with a higher taxable income than you because the income may be taxed at a higher rate. Also, given that wage payments may be subject to social security, FUTA, and SUTA taxes in addition to income tax, do the math before hiring a family member to make sure any income tax savings will exceed the additional payroll taxes.

Finally, be aware that payments to people receiving social security or other government benefits may affect their entitlements or result in higher income tax in some cases, such as situations in which the wages push their income over the annual earnings limit to avoid tax on social security benefits.

Got a tax question? Email Diane at diane@dianeobrienkelly.com and your tax question could appear in an upcoming issue.

Business Briefs**Switchgrass Books Coming from Illinois**

Northern Illinois University Press in Dekalb, Ill. has started a regional fiction line to “enhance the cultural landscape of the Midwest.” They are looking for literary fiction with a Midwest setting by authors associated with the region. No agented submissions will be taken to help both new and veteran authors establish their Midwestern voice. The first release is fall 2009 with two books released each season.

Richest authors

From June 1, 2007 to May 30, 2008 here are how many millions the 10 top paid authors took in as a result of advances, sales and payment for film adaptations as reported by Forbes Celebrity Valuations.

J.K. Rowling—\$30 million; James Patterson—\$50 million; Stephen King—\$45 million; Tom Clancy—\$40 million; Danielle Steel—\$35 million; John Grisham—\$25 million; Dean Koontz—\$25 million; Ken Follett—\$20 million; Janet Evanovich—\$17 million; Nicholas Sparks—\$16 million.

NINK a publication of Novelists, Inc.
An Organization for Writers of Popular Fiction
P.O. Box 2037
Manhattan KS 66505

Publishing Services by Huseby Agency, Ltd.

FIRST CLASS MAIL
U.S. POSTAGE PAID
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CREATIVE RECOVERY—Part 7

CREATING *as* REPLACEMENT ACTIVITY

Creating is not a complete solution to recovering from an addiction. You can write beautifully and write a lot—and still be a practicing alcoholic. You can play the saxophone like a tireless virtuoso—and still be hooked on heroin. Creating is neither the litmus test that proves your wellness nor the key to addiction recovery. The litmus test is actual recovery and actual mental and emotional health.

Indeed, many of the realities of the creative process threaten recovery. If the novel you are working on frustrates you, that frustration threatens your recovery. If you recommit to an acting career but fail to land any interesting roles, that disappointment threatens your recovery. If you rev up your engine in the service of your latest painting and start pouring buckets of adrenaline through your system, that revved-up energy threatens your recovery. Creating can be dangerous.

Nevertheless, creating is also a key to recovery. It is a danger that a creative person must risk. Insofar as creating is one of the truest expressions of your individuality and one of the surest ways to manifest your potential, to give up creating for the sake of a perfectly risk-free recovery is to give up too much. If the choice were between recovery and creativity, you might have to opt for recovery. But that isn't the choice. You can have both recovery and creativity, just so long as you work the steps we suggest in our Creative Recovery program and approach your creating in a more mindful way.

As you live your life in recovery, one of your jobs is to engage in activities that replace the activities associated with your addiction. Previously, you spent six hours every night at the bar. Now, what will you do? Previously

you spent every waking hour compulsively looking for sex. Now, what will you do? Finding meaningful replacement activities is one of a recovering addict's hardest challenges, as it will not satisfy him to merely plunk himself down in the front of the television set or serve him to veer in the direction of some new harmful obsession. One of the satisfactory things he can do is to use creating as his signature replacement strategy.

The Canadian painter Robert Gen explained: “Replacement ‘units’ can be tailor-made to the previous addiction. A cigarette, for example, burns down in about eight minutes. The idea is to make eight-minute poems, paintings, or whatever. These units can be repeated in about the same frequency and timing as the previous addiction. This is habit management and it can be a lot of fun. It’s important not to give yourself time to think. A bad habit is simply replaced by a good one. Materials at hand are the only prerequisite—freshly squeezed paint, that sort of thing. This system is called CAR—Creative Addiction Replacement. It’s a proactive way to keep the mind from the depressing stuff. Like pulling a cigarette out of a packet and lighting up, it requires an action without a lot of thought.”

In order for this replacement strategy to work, you need to get into the kind of relationship to creating that allows you to move right to creating without a lot of resistance. If you have a lifetime habit of resistance and blockage and have done relatively little creating up to this point, then this replacement strategy will prove just another frustration. If, for instance, you've never found it easy to write every day, it is unlikely that you will suddenly find it easy to write for eight minutes many times a day. Still, the neatness and

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Continued on page 19 ►

BLURBS 101

Blurbs are favorable quotes from other authors about your book.

What works? What should be avoided? How can a new author get the blurbs that the marketing department craves without insulting, embarrassing, or annoying potential blurbers?

Like many other aspects of this business, it's a tight-rope. Being too pushy is bad. But having no blurbs is also bad. And your publisher will put much of the burden of securing blurbs in your corner.

Having good blurbs can improve your reputation within a publishing house, and get sales and marketing to rally around you. Publishers believe that blurbs sell books. If you get some good ones, it can only help your cause.

I procured 20 blurbs for *Whisky Sour*, from assorted award-winning and bestselling authors in the mystery genre, and I've gotten a handful so far for *Bloody Mary*. Here are some do's and don'ts I've learned.

- ♦ **DO** contact your favorite authors. Email, or personal letters, work well. Express an appreciation for their work (which means you'd better be a fan and have read their stuff). Explain that you're a new writer, and that your publisher is seeking blurbs, and that you'd be thrilled if you could have your publisher send a book to them.
- ♦ **DON'T** offer to send the book on your own, unless you know the author. Some authors don't like to give out their address, understandably so. Offering to have your publisher send it to their editor is a better way to do it.
- ♦ **DO** meet your favorite authors when they're signing, or at a conference. Explaining that you're a writer, and that you're a huge fan, is something authors like to hear.
- ♦ **DO** email authors that you've met before. You have a better chance of getting a blurb from someone

who remembers you.

- ♦ **DON'T** ask for a blurb in person, or in a public forum. It makes some authors uncomfortable, and puts them in a position where they must make a decision, and neither is good. Saying no will make them look bad, and saying yes will open up the floodgates for everyone to come rushing in and ask the same question. Unless you know the author pretty well, it's best to request a blurb privately, through email.
- ♦ **DO** follow up on "yes" and "maybe" answers to your request. Many authors might like to help, but need a few weeks or months to get to you. Some may agree to blurb you, but their schedules won't let them. This is a business of deadlines, traveling, and lots of things happening at once—which means you can be easily forgotten. Go ahead and send an email after a few weeks, asking if they had a chance to read your book yet.
- ♦ **DON'T** badger, harass, or repeatedly email an author, even if the author said yes. Time gets away from all of us, and sometimes good intentions fall flat. You can't blame someone for not helping you, and to get angry or hold grudges is wrong.
- ♦ **DO** leave the author an "out" in your email; a way of gracefully declining your request. "I understand if you're too busy" works fine.
- ♦ **DO** be grateful to the folks that blurb you. Thank them. Recommend their books to friends and family. Link to them on your website. Send them a copy of your book with their blurb on it. A blurb is a gift. Treat it as such.

Asking for blurbs isn't easy. Being shy and tentative doesn't work. You should be bold, but not pushy. You should also be genuine. I've gotten blurbs from folks who routinely refuse to blurb, because they respected my approach.

I've also pissed some people off.

It's never my intent to piss someone off—after all, I only approach authors that I respect and enjoy, and I try to treat people like I like to be treated. I'd never say anything to someone that I wouldn't mind being said to me.

Which reminds me of an old story, about the guy who went up to every woman in a bar and asked them if they'd like to sleep with him. He got slapped a lot. But he also got lucky a lot.

You lose some, you win some. Be yourself, try your best, and remember to be generous with your time when new authors approach you for blurbs—and they will. Trust me.

J.A. Konrath

Joseph Andrew Konrath is the author of the Lt. Jacqueline "Jack" Daniels mystery series, including Bloody Mary (2005), Rusty Nail (2006), Dirty Martini (2007), Fuzzy Navel (2008), and Cherry Bomb (2009). Under the name Jack Kilborn, he wrote the horror novel Afraid (2009). His blog, A Newbie's Guide to Publishing (<http://jakonrath.blogspot.com>), has had over 400,000 hits since 2005. You can reach Joe at haknort@comcast.net.



CREATING as REPLACEMENT ACTIVITY

Continued from page 17 ▶ simplicity of the idea of replacing addiction-related behaviors with creativity-related behaviors may help with your resistance and blockage. You are not asking yourself to produce great art but “simply” replacing an unwanted behavior with a wanted one.

You should approach these replacement stints with a certain cool attitude rather than with the white-hot passion that signals that you have put yourself in overdrive. In early recovery especially, care has to be taken to avoid obsessions, anxiety, and frustration. The line to walk here is delicate. You want to feel excited about your creative work—to feel otherwise is to court apathy and depression. At the same time, you don't want to push yourself in ways that court danger. The phrases “cool excitement” and “measured intensity” capture something of this idea: that there is a way to be that allows you to love your creative work while, at the same time, not racing yourself along so fast that you need the bottle, the pill, or the wager to “come down.” If you are actively working your creative recovery program, remember to

use this “replacement strategy” as one arrow in your quiver of strategies. You will help your recovery—and get lots of writing done!

Come back next month for more of our discussion. If you have any thoughts or questions, by all means drop me a line at ericmaisel@hotmail.com. For a comprehensive look at the addiction issues that confront writers, please consult *Creative Recovery* (Shambhala, 2008).

Eric Maisel, Ph.D., is the author of more than 30 books, among them Fearless Creating, Creativity for Life, The Van Gogh Blues, and the recently published A Writer's Space. Creative Recovery, the first comprehensive recovery program for creative people, appears from Shambhala in October of 2008. Dr. Maisel lectures widely (including at RWA National in 2008), runs cyber support groups for artists, trains creativity coaches, and maintains a creativity coaching practice. He lives in San Francisco. Please visit Eric at www.ericmaisel.com or listen to his two shows, The Joy of Living Creatively and Your Purpose-Centered Life, at www.personallifemedia.com.

