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I have written a memoir about coming of age in the northeast during the 1950's and 60's. I completed a first draft about three years ago and began looking for a publisher.

This presentation centers on my interaction with one publisher and why it is wise to proceed with caution in similar circumstances. The publisher will remain anonymous, and I'll explain why later.

I wrote to publishers in the northeast, then publishers of memoirs, but with no positive replies, so I widened my search. Finally, I came across a publisher on the east coast whose on line blurb suggested they might be interested in my type of work. Therefore, I wrote them a page and a half query telling about myself along with a summary of my memoir and emailed it to the publisher.

I then received a request to send them the first 50 pages of my manuscript, which I did. Within a couple of weeks, I received a reply thanking me for my submission and saying they would let me know more in a few weeks. About a month later, I received an email stating that the publisher "loved" my work and wanted to publish it. For a while, I was on cloud nine, and then the fun began.

Within a week, I receive an email from the publisher with a PDF attached. I download the PDF and open it to find a six page, single-spaced contract they expect me to sign and return.

Now I have been a professional writer, both freelance and in house, for more than twenty years. The vast majority of agreements I have had with clients and publishers have been on a handshake. I have never been asked to sign a contract. I start reading this contract and it's like trying to decipher Egyptian hieroglyphs. I am stymied.

Then I recall that Gulf Coast writers had a copyright attorney, by the name of Anne Dalton, as a presenter. She has an office in Fort Myers, and I call her. For a flat fee, she will review the contract and suggest next steps, if any. I send her a copy of the contract.

As I wait for a reply from the attorney, I decide to do some research on the publisher. I go to the About Us page on the publisher's web site with its staff listing. At the top is the name of the publisher, followed by the senior editor, the associate editor, a couple of editorial assistants and a graphic artist. The staff is all female.

I search the publisher's name and find a photo and a brief bio. The majority of her career has not been in publishing. I search the senior editor and discover that she is a published author. Her last name is a pen name. The publisher and the senior editor have the same first names (Susannah) and, in fact, they are the same person. I cannot locate the associate editor or the assistants, so I look for the graphic artist.

She has an unusual hyphenated last name, and the search is easy. She is, as the site claims, a graphic artist, but her site promotes her as a tattoo artist complete with photos of her craft!

Then I discover that this publisher is a Print On Demand publisher. That means I will be expected to pay their fees, from editing to formatting to printing, if I want my memoir published. In all our correspondence, they never once mentioned fees. What if I had signed the contract? What would I be liable for?

I am seeing a series of red flags, and I'm also beginning to believe that this may be the first and last time I hear from this publisher. Then I get a reply from the attorney, who wrote:

"I read [the contract] through and it really seems amateurishly done. [It] has many strangely worded provisions. In any event, you need to be able to terminate with or without cause after 12 months."

The attorney sends me the revised contract, and I send a copy to the publisher. I receive no acknowledgement that they received or read the revised contract.

At that point, the attorney recommends that I write the publisher and tell them I am not interested in pursuing this matter and to please delete and destroy any materials I sent them.

In July 019, I receive an email from the publishers saying that they have withdrawn their offer. At last, the issue is done.

Caveats

1. What type of publisher are you dealing with
2. If they are POD, what are their fees and what do they include
3. Ask for references from published authors
4. Have an attorney review any contracts

Professional Help

There is plenty of help for writers in southwest Florida, from within Gulf Coast Writers and beyond. You can get help with self-publishing, with Print On Demand, with editing, cover design, and more. Sure, if a service provider is good, they will probably charge a fee, so ask for examples of their work and references, but at least you'll keep the work and the money here. not in some hamlet on the east coast.

In Conclusion

To be fair to this publisher, I did recently re-visit their website and they seem to have cleaned up their act. The website is more inviting, they seem to have more staff and they show covers of books they have published, which means you may be able to contact an author for a reference. Nevertheless, yes, they are still a Print On Demand publisher, so buyers beware!

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Questions, anyone?

