

AWG WRITING CONTEST – DUE FEBRUARY 5, 2011

NON-FICTION

WHAT WAS I THINKING?

ONE WRITER'S GAUNTLET!

BY

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Based on recent experiences, I have concluded that unknown writers have been exploited by distributors, publishers, other literary industry corporations and bookstore conglomerations for years. Probably, the case is a no-win battle based on current contractual laws that protect these conglomerates. However, the battle must be fought even if it means a joint, civil litigation proclamation. By prohibiting any latitude to directly approach bookstores and other industry sellers, the conglomerates have blocked individuals and self-publishers from directly negotiating the sale and/or promotion of their creations. Why did they do this? A new tap flow for new money! By blocking the direct approach, they jointly benefitted from, took advantage of and, to date, have been able to increase their own bottom-line revenues at the expense of many writers running the gauntlet for recognition in the literary industry.

“Gloms” is my pet name for these huge affiliations and...well...the sound of the tag fits and further epitomizes my resentment toward them for ripping off individuals because they can. Only the rich and already famous can maneuver around the gauntlet of Gloms because they are protected by major US law firms that would rip them apart in court. Knowing this, the Gloms setup their contractual system to bleed much money from the unsuspecting, trusting individuals and self-publishers whose only goal was to get noticed and be inspired to write more.

Unfortunately, the dreams and inspirations of unsuspecting writers will never, ever be noticed, ever again! Most writers hold down full-time jobs, realized they hadn't received any money for their hard work and then, it was too late. Finally, many individuals and self-publishers who entered this vortex found their monies sucked up and, they themselves, sharked out!

Did you know that a self-published book is not recognized, nor counted, as a published book unless a distributor/publisher Glom releases it? Well, it's true and the book could be good, bad, or shamelessly idiotic but, it will not be advertised or written to any of the literary lists at all. Certainly, there are many costly, horror stories out there. Hopefully, my contribution here may help other writers avoid some serious costs, bureaucratic frustrations and writer regressions!

Self-publishers find out quickly that in order for most bookstores to even order and shelve their books, they must contract with one of the many distributor and/or publisher groups. Bookstores place orders from catalogs supplied by recognized distributor groups and will not order directly from individuals and self-publishers.

But wait! With no surprise, the "Gloms" have made sure they shoulder no costs either. Costs for printing, promotion and other services are paid, up front, by the self-publisher and there is no way to test the results of those services, with the exception of printing. A self-publisher may pay for promotional services...yet,

there isn't any way to know the extent of the solicitations, or, whether it was worth the cost. If a self-publisher receives little to no sales at all, most likely there were little to no promotional services. Another downside to this already one-sided deal is that a writer is paid only after the bookstore sells the book/s, takes their cut and sends the money to the distributor who promptly takes their cut, too. I used the word 'promptly' here because the Gloms are prompt to take their cut and turtle slow paying out any money to the self-publisher. Again, the Gloms get their money first and up front! Afterward, the distributor issues an invoice and/or statement to the author identifying other items that will be deducted from sales to cover their services which may include administration, receiving, order fulfillment, shipping, storage, credit card and any other charges/fees they can tack on based on the contract the writer, unknowingly and inconceivably, signed with the distributor.

Two years after spending a great deal of time and effort to publish a book as an Alaskan author and to get the thing in print, the dream crashed down as the rude awakening settled. Frustrated, fatigued and disheartened, I thought I shall never write anything, ever again!

In January of 2010, I signed a contract with BookMasters, Inc/AtlasBooks Distribution (BMI). This outfit is one of the Gloms I've referred to and...it ended

up costing me much more than just the initial amount paid to have 200 copies of a book printed!

Before the books could be printed, I paid \$772.50 to BMI to setup my self-publishing account. BMI advised that \$400 of this cost is a required deposit and, that it would be refunded when the account closed. Well, process seemed simple enough. Then, I paid another \$65 to add a second title to my account which would not be printed by BMI because they had already been printed locally. Later, I did ship copies of them to BMI's warehouse for inventory and to be available for immediate distribution when ordered. The \$772.50 dollars charged was for BMI to setup the titles in key book industry databases; to setup and create a web page for both titles on AtlasBooks.com and; for the inclusion of both titles in seasonal catalogs that are published each year by AtlasBooks.

BMI did, in fact, setup the one-page web page using the information and the graphical images I supplied. After I saw the web page, I figured BMI's time spent in setting it up probably took all of about twenty minutes. Well, the thought... "I probably could've done that myself on Facebook and Twitter" did cross my mind. However, I discarded the thought because BMI assured they would promote the two titles to the book trade. As a self-publisher, this is one of those things that I am not privy to do. In fact, bookstores will not order books directly from

individuals and self-publishers. Conversely, they will only order from distributorships like BMI, Baker & Taylor and other like Gloms. Besides, I imagined there would be a much better chance of selling books via BMI's fast track to the book trade and that this would, effectively, expedite income to offset the initial contract deal and printing cost investments.

In February of 2010, I paid BMI's charge of \$2,732 to print 200 copies of the full-color illustrated book. Keep in mind that BMI did not create the print files for this full-color illustrated book. In fact, BMI required the files to be "print ready" when they received them. So, I paid to have that done also.

At a cost of \$1299, I contracted with Xlibris Corporation who created my illustrations from a detailed, numbered description list that I emailed them. After each illustration was created and proofed, they were colorized and placed within the manuscript. After I approved the final PDF proof (several proofs and changes later), Xlibris created the high resolution files that would be used for any future printings, no matter where they were printed.

Why not just stay with Xlibris and have them print and promote? Well...if I had known then what I know now, I probably would have. BUT, you know what they say, "Hind sight is 20-20." Xlibris would have been cheaper even though they take 20% of sales for promotion and distribution. Two, they not only promote

to bookstores; they promote to internet markets like Amazon and other general public forums as well using well written advertising and banners. Actually, Xlibris Corporation has been responsible for promoting some of their authors to the best sellers list! Did I say they were great to work with? Well, they were. The Xlibris Dream Package I had purchased at the special rate of \$1299, not only included the printing of the first 100 copies of the illustrated book, it also included 100 each, business cards, post cards, bookmarks and 5 large posters which were all illustrated in full color to match the book cover.

Nope, I had to be the publisher! What was I thinking? So, I mailed off the money to cover the account setup for the two titles and the printing cost for the illustrated book. I uploaded the high-resolution print files to BMI's AtlasBook site and, at that point, I could almost hear the presses firing up. I just couldn't wait to actually see and hold my new brightly colored illustrated book!

The other book was printed locally in Anchorage because it did not include many full-color illustrations. And actually, it was cheaper to print this book in Anchorage than it would have been to have BMI do it. Ya think this would've been yet another clue to quickly cancel the whole deal to avoid a costly lesson. Nope, again! After this book was printed in Anchorage, I shipped 100 copies via the US Postal Service to BMI's warehouse in Ashland, Ohio, so that it too, would

be available for bookstore distribution. As a side note here and for comparison purpose later, I paid \$60 plus a few dollars for value insurance to ship these books to BMI.

In 2010, time moved forward rapidly until it became nearly a year since I engaged in the contract deal with BMI. During this period, I discovered that a means did not exist to verify that both titles, in fact, were added to industry databases and included in catalogs and/or flyer mailings. I hadn't received anything from BMI that guaranteed this part of the deal was done. I could only assume they did their part. Well...and I know you do recall what they say about assuming anything, right? I'll leave that one to your roaming imagination!

A quick summary will put the past year in perspective and detail some of the cost vs. sales information within this short time period. Keep in mind that these costs mentioned below are not all inclusive costs for self-publishing the two books. Costs to print the one book locally, artwork, bar codes, ISBNs, copyrights and other self-publishing business costs are not discussed in this writing.

- Jan 2010 – signed contract with BMI
- Feb 2010 – paid \$772.50 included acct setup and \$400 deposit refundable six months after account closing

WHAT WAS I THINKING?
One Writer's Gauntlet!

- Apr 2010 – \$60 to ship 100 copies pre-printed 2nd title to BMI warehouse
- Jun 2010 – paid Xlibris \$1299.00 for 25 full-color detailed illustrations
- Jul 2010 – Cover detail in high-resolution sent to BMI to pre-sell illustrated book to the trades
- Oct 2010 – \$2732.00 BMI print 200 copies full-color illustrated book
- Oct 2010 – Cost to ship backup CD; \$10 for CD and \$21.18 S&H - protested S&H cost and BMI reduced it
- Oct 2010 - \$139.50 paid by CC for 5 copies of the illustrated book and finally received the 5 books on December 23rd
- Nov 2010 – BMI printed full-color illustrated book
- BMI monthly service billings averaged \$40.00 to \$65.00
- Dec 2010 – **Sent email to close account and cancel contract**
- Dec 201 – Final bill of \$551.79 received as of 12/27/10 – BMI letter advised that the amount must be paid by certified check or money order and received by January 31, 2011 prior to their shipping my remaining book inventory. Otherwise after that date, additional charges for 10 future months will be billed as normal. BMI also advised that if payment is made by personal

check, they **must** receive \$566.79 to cover extra processing time. BMI's minimum monthly charge is \$40.

How did I get into this mess? Oh, it was easy! The sparkly dangle of my book being promoted and sold in bookstores nationally and internationally prompted the signing of the contract with BMI Glom.

Well, the first thing I learned about the BMI Glom is that they were very slow in their shipping process. Finally, the 5 copies of my illustrated book I had ordered with my credit card arrived on December 23rd. Actually, the intent here wasn't to check BMI's shipping response time. In fact, the real reason was to test and discover how BMI handled sales proceeds and the timeliness of disbursements back to me.

The turning point ignited as a result of this little test and caused me to totally change my mind about the deal and it forced me to wake up!

On October 13, 2010, I had pre-ordered 5 copies of my own books from AtlasBooks.com site and paid \$139.50 with a credit card. The illustrated book retails for \$26.00 each. They did finally arrive on December 23, 2010. In the meantime and before I had even received the 5 books, I received BMI's invoice

dated 11/30/10. On the invoice and under the description heading "Cash with Order Receipts," the \$139.50 payment was shown.

Get this! BMI also listed their service fee deductions which included: Administrative Fee, Receiving Charge, Order Fulfillment Charge, Shipping Charges, Storage Charge and Credit Card Charge. After BMI's deductions, the invoice showed my net credit amount of \$38.34 for the 5 books I had purchased from myself as a self-publisher.

When I saw this invoice, I instantly felt the blood-red madness vibrate every cell in my body and all that I could see was red! In fact, I can't recall who I was more pissed at: Was it me for being such a gullible idiot? Or, was it the BMI Glom for sticking it to me and squeezing out the last ounce of money possible before one of their veins dried up?

I learned very quickly that getting out of this deal was going to be extremely harder, very costly and much more time consuming than it was getting into it.

In December 2010, I closed the account and cancelled the contract. However, BMI quickly pointed out terms of the contract that required administration fees and other charges be paid on a monthly basis for the next ten months.

Oh, Baby! Then, on December 27th as shown in bulleted items above, BMI Glom sent me a letter and final bill explaining requirements to close the account.

Well... think all I read on the piece of paper was “final bill” and saw the “\$566.79” before turning into a ball of flames!!

On February 4, 2011, I received another one of BMI's monthly invoices detailing services they didn't lift a finger to do. And, BMI takes every opportunity to point out that because of the signed contract, charging me \$65.41 for the month of January 2011 is within their blood sucking rights!!!

Afterward, I found myself in a “Tiger on the Loose” mode! Currently, I have decided to embark upon a new project. Armed with detailed facts and knowledge based on research from a legal standpoint, BMI may find out the effect of negative PR on their (prepaid), unblemished complaint ratings once the information hits Facebook, Twitter and the rest of the internet. In the near future, I may consider, prepare and file a Complaint with the Alaska District Court System for an Order of Detinue against BMI.

Did I receive any money from BMI from book sales? I know you are wondering. Since the contract signing in January of 2010 to this date, I promise you on my honor, that I have NOT received one dime from the Glom!

What was I thinking? Since I've received nothing else out of this one-sided contract deal, at least and just maybe; I'll be able to take pleasure in watching BMI's ratings go down the toilet for a spell!

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By no means is this ordeal over! Certainly, it won't be over until it actually is!

My friends, just be aware...the Gloms are everywhere!

END, for now.