



News & Views

▶ Empowering authors and publishers to create and market books

JULY 2009

JULY 8 MEMBERSHIP MEETING: Owning Your Niche

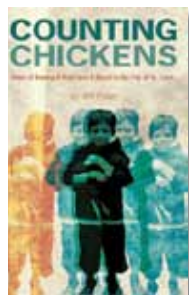
If you want to build a successful publishing company, thinking small could net you big results. Niche publishers focus on one market, and St. Louis' Jeff Fister, founder and owner of Virginia Publishing, has carved out a comfortable spot by releasing three to five books a year on local history and interest. Come learn about Fister's business model and how this independent publisher has become quite the "big fish in a little pond."

Featured Speaker



Jeff Fister is a St. Louis native and a graduate of Chaminade High School and St. Louis University. After working as a reporter and editor for the Suburban Journals of St. Louis and later as a spokesman for the old McDonnell Douglas Corporation, his family bought the West End Word newspaper in 1989. The paper currently is published every other week and has been serving the city's central corridor for 37 years.

Fister's firm, **Virginia Publishing Company**, specializes in books that focus on St. Louis' unique history, people and places. With titles covering everything from ghost stories and lost caves to high school memories and the 1904 World's Fair, Virginia Publishing promotes local books by local authors.



Fister recently authored his first book, *Counting Chickens: Tales of Raising 8 Kids (and 4 hens) in the City of St. Louis*, which is drawn from his nearly 20 years of writing a column in the West End Word. Fister parallels his experience in raising children in a century-old house in the Central West End with keeping hens in the backyard. The book's "chicken journal" recounts everything from

buying \$1.50 chicks at Soulard Market to building a "chicken condo" for his brood of hens, "oops" home improvement projects, and lots of other city living topics familiar to St. Louisans.

Join us Wednesday evening, July 11, at the Lodge at Des Peres. Doors open for networking at 6:30 p.m.; meeting begins at 7:00 p.m. The formal meeting concludes around 8:30 p.m. with networking continuing until 9:00 p.m.

What's Ahead?

The SLPA is taking the show on the road for our August 12 member meeting with a behind-the-scenes tour of a printing facility. Learn about publication activities at **Mira Digital Publishing** then enjoy a boxed dinner courtesy of the SLPA. Join us at **6:30 p.m. on Wednesday, Aug. 12**, at Mira Digital Publishing, 3800 Park Avenue, St. Louis, 63116. For driving directions, call (314) 776-6666.



Reservations are required

E-mail **MemberChair@stlouispublishers.org**

or call **(314) 205-2679** to reserve your space.

Publishing fact of the month

81%

The *New York Times* reported that "According to a recent survey, 81% of people feel that they have a book in them... and should write it."

If you do the math, that represents over 200 million people in the U.S. who want to write a book in their lifetime!

Source: *Selfpublishingresources.com* (Editor's note: This Web site was established by Tom and Marilyn Ross, authors of *The Complete Guide to Self-Publishing*.)

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President's Corner by Lynette Schuepbach The Marketing Riddle



Why are all the books in the library broken? Because thousands of people have cracked them. What is black and white and read all over? Hopefully, my newest book! What is very small, yet huge at the same time? Niche marketing!

OK, so the jokes are silly, but there is nothing silly about niche marketing. Every publisher needs to find the group which will be thrilled to purchase and read its books. Sometimes, just as the riddle says, narrowing the focus can bring bigger results than using shotgun marketing aimed at no one in particular.

The definition of "niche marketing" is the method of focusing marketing efforts on a small market group not served by mainstream marketers. The group may be defined by its location, interest in a specific subject, or a need/desire for a specific product. Many times, authors focus on narrow subjects, such as education, children, a specific city, disease, music, sport or religion. Developing a publishing company that continues such a narrow focus can have challenges as well as tremendous benefits.

It is exciting to see how publishers use the subjects of the books they publish to develop a niche for their businesses. At our upcoming meeting, Jeff Fister of Virginia Publishing Company will explain how his company uses a niche to build his business. Virginia Publishing Company specializes in books focusing on St. Louis. Titles cover St. Louis' unique history, people and places, ghost stories, lost caves, high school memories, the 1904 World's Fair, and more from local authors. Join us to see how niche marketing may be the door that opens financial opportunities for your publishing company.

Remember the riddle: When is a door not a door? When it's a-jar with opportunities. 📖

—Lynette Schuepbach, President
President@stlouispublishers.org

SLPA can help you to get ready and get published

Are you ready to get published? The St. Louis Publishers Association launched the 2009 "Get Ready/Get Published" contest. The contest is open to all SLPA members (18 years or older), whether published or unpublished. Manuscripts, however, cannot be previously published.

The winning author will see his manuscript transformed from raw words into saleable product. The grand prize, valued at \$8,900, includes editing, proofing, design and other production services, ten copies printed by Lightning



Sources, a reading by industry professionals, layout of sales and marketing promotional materials, a one-year SLPA membership and much more!

In addition, the SLPA continues to offer publishing learning modules at monthly meetings through December 2009. Upcoming 10-minute presentations include:

copyright, marketing development, book proposals, editing, illustrations and permissions, and how to use feedback, reviews and testimonials. Complete details and downloadable entry form are available at www.stlpublishers.org.

Deadline for submission is January 20, 2010. 📖

News from the Independent Book Publishers Association

IBPA has announced their "Member Get a Member Campaign" and is encouraging all IBPA members to invite an independent publisher to join IBPA. IBPA will give you three months of free membership in IBPA for each new member you bring IBPA, or a free one-year membership for each three new members who join IBPA on your referral. With the power of membership, the association continues to grow in services and opportunities for all members and benefits your company as well as the independent publishing industry as a whole. For more details, call (800) 286-0222 or visit www.ibpa-online.org. 📖

Contacting publishers and agents, and a few warnings

By Jeff Fister

If you're convinced that you'd like to try to get your work published by a commercial publisher, you need to do some simple research.

Think about the *type* and *format* of the book you envision. If it's a mystery novel, for example, go to the library, Internet, or bookstore to find books like the one you envision. Same with any other book, such as children's books, self-help, Christian, photography, etc. Then simply contact the publishers of those books.


Another tip is to look in the "Acknowledgments" section of these books and you are almost certain to find the names of the author's agent and the book's editor. Those are the agents and editors who are most likely to know about your subject and its chances of being published. Find those people using an online white pages or yellow pages site (anywho.com, dogpile.com, etc.) and give them a call. If they are receptive to your idea, send them a formal proposal. The most helpful library reference is the *Writer's Market*, published each year, by Robert Lee Brewer, which lists thousands of publishers organized by the types of books they publish.

Many bigger publishers don't review any books unless an agent submits them. A legitimate book agent takes books from writers and tries to sell them to publishers. Like publishers, there are special categories of agents listed by they types of books they represent in a companion to *Writer's Guide* called *Guide to Literary Agents*, by Joanna Masterson. There's also a website at www.writersmarket.com

Warning #1: There are agents who aren't what they seem. If an agency charges a "reading fee" to accept your manuscript—and even if they promise they will show your book to publishers—understand that they might just be in the business of "reading fees." If you successfully submit a book to a publisher and it's accepted for publication, you will be sent a contract.

Warning #2: Traditional publishers pay you for the book in the form of an advance, a fee or a royalty. If you get a contract, be sure to read it carefully and even have a lawyer review it. I won't go into all of the particulars of a contract here, but beware of companies that promise you'll be "paid" for your book, but that require you to buy a certain number yourself. Another common issue is promises from the publisher to "promote" your book without specifying what that means and without delivering. If you wait for Borders to call you about a book signing, it could be a long wait.

Warning #3: Always, always, always get more than one print bid, and make sure the specifications and what you're getting are the same. It's true—and some printers will tell you this—that a printer can print "anything," but some are better at book printing than others, and therefore cheaper. And remember that a traditional printer might be able to print 3,000 copies of your book for \$2 each and a docutech printer can print 500 copies for \$10 each, but you don't want to print too many and create a load-bearing wall in your basement of boxes of books!

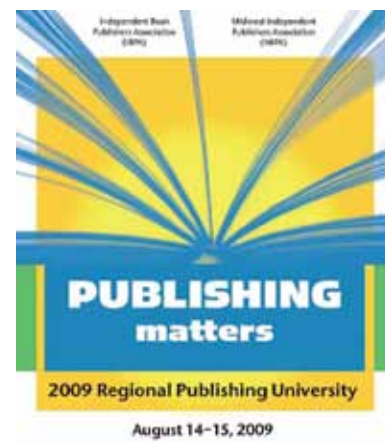
Warning #4: if you sell your own books you need a sales tax number and need to do the quarterly accounting required by the state. Go to your nearest state sales tax office for more information. 


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Regional Publishing University comes to the Twin Cities

This is a must-attend event for publishers of all sizes, authors, writers who want to publish or be published, and other

publishing professionals. This year's regional two-day publishing event will take place at the Embassy Suites Minneapolis Airport in the Twin Cities on August 14 and 15. Sign up before July 6 and get \$25 off the cost of registration. Rates are also discounted for members of IBPA, MIPA and other IPBA affiliates. The event is co-sponsored by IBPA and



the Midwest Independent Publishers Association (MIPA). For more information, visit www.ibpa-online.org, e-mail teresa@ibpa-online.org or call (651) 917-0021. 

Editor's note: IBPA, formerly PMA, a non-for-profit trade association representing independent publishers. SLPA members pay a discounted membership fee to join IBPA.

PUB LEGAL

Publishing contracts



By Jessica Hille for the St. Louis Volunteer Lawyers and Accountants for the Arts

When entering into a publishing agreement, there are a number of issues to keep in mind. Authors own the copyright to their work as soon as it is created. As a publisher, you must obtain certain rights in order reproduce and distribute this work. While the following is not a complete, comprehensive list of issues to look for in publishing contracts, it does review some basic, important points.

Types of contracts

Oral - Some oral agreements can be considered binding contracts. If, however, the contract will take more than a year to perform (e.g., "I will publish your book in two years.") it must be in writing. A disadvantage to oral contracts is that there is obviously no written record of the agreement and its terms. This could lead to confusion and disagreement in the future. On the other hand, oral contracts are a convenient way to commit to a short-term agreement. Oral agreements also cannot transfer exclusive rights of copyright; such transfers must be in writing.

Letter - A letter contract is a step between an oral agreement and a full, formal contract. The letter should include the terms of the agreement and be signed by both parties. Write "AGREED TO" at the end of the letter and have both parties sign to make the contract binding.

Written - A formal written contract binds two or more parties in a legal relationship, establishes liability for performance of the terms in the contract, and may provide legal remedies if either parties breach the contract.

What to look for in a contract

At the very minimum, a contract should include: the date of the agreement, names of the parties, detailed descriptions of the goods or services at issue, price/fee, payment schedule, and the signature of the contracting parties.

The most important thing to ensure in any contract is that you protect your rights. Exclusive rights in copyright law include the right to reproduce the copyrighted work, prepare derivative works based on the original, distribute copies, perform the work publicly, and display the work publicly. Again, these rights can only be transferred in writing. For example, you would need a written contract to obtain the

right to distribute copies of an author's book to booksellers. These rights, and the transfer of these rights, may be limited by medium, geographic area, duration, and language. Do you have the right to distribute the work in Canada? In Sri Lanka? Can you translate it into Polish? How long do retain the rights the author will transfer to you? All these questions should be sorted out in negotiations and specified in the contract. Sample contracts are good to use as models, but you should always tailor a contract for your particular situation.

Compensation

Payment to the author usually takes the form of royalties or a flat fee. Royalties are often determined as a percent of the retail price, since the value of the book may increase over time. An advance, or portion of the fee, may be paid upon the signing of the contract. Be sure to specify the amount, if any, of an advance in negotiations with your authors. Determine whether the author will receive name credit as the creator of the work (e.g., the author's name will appear on the published work).

Other considerations

Specify how many free copies of the book you will offer. If any valuable materials, like photographic negatives, are submitted along with the manuscript, stipulate whether and when these materials will be returned. Thirty days is a general standard. Authors will often stipulate that no additional content, such as advertising, may be added to their published work without the author's consent. If you wish to add content, be sure to get consent from your author. Be as specific as possible to avoid confusion and conflict later on.

Continued on page 5

Recommended Reading

Need more info? Check out these resources recommended specifically for SLPA members by the St. Louis Volunteer Lawyers and Accountants for the Arts!



"Anatomy of a Contract." St. Louis Volunteer Lawyers and Accountants for the Arts.
<http://vlaa.org/documents/Contracts-3.pdf> (2004).

"Copyright Basics." St. Louis Volunteer Lawyers and Accountants for the Arts.
<http://vlaa.org/documents/Copyright-3.pdf> (2008).

Crawford, Tad. *Business & Legal forms for Authors & Self-Publishers*, Allworth Press (1999). 

Publishing Contracts ... Continued

A contract should also state that either party can be excused from performing their side of the bargain in the event of an “act of God,” a situation beyond their control. This is referred to as a force majeure clause. For example, if your publishing business is hit by lightning and damaged, delaying the publication of Mrs. Smith’s book by several months, Mrs. Smith cannot sue you for nonperformance of the publishing contract – if you have a force majeure clause. Similarly, if Mrs. Smith is hit by lightning and cannot finish her book on time, you cannot sue her for nonperformance (e.g., to get back an advance you paid).

Though the creator has the original right to his or her work, a contract will ensure that you obtain the rights you need to publish. Being thorough and specific about your agreement with your authors will foster a smooth publishing process.




Jessica Hille is a summer associate at St. Louis Volunteer Lawyers and Accountants for the Arts. Erin McGowan also a summer associate, contributed to this article.

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Help spread the word about the SLPA!



The SLPA has information sheets, meeting schedules, bookmarks and other printed literature about our organization. If you will be attending a conference, convention, meeting or other function where publishing professionals will be in attendance, we’d

love for you to share information about the SLPA and help us grow. To request SLPA materials, please contact Sue Sylvia at Sitemaster@stlouispublishers.org. 

Behind the scenes with the board




Natasha Moore, SLPA Vice president

As SLPA vice president, Natasha Moore is responsible for organizing programs for the monthly membership meeting and communicating this content to the communications team. The vice president also assists SLPA president Lynnette Schuepbach in leading the organization

and fulfills Lynnette’s role in her absence. What exactly does Natasha’s job entail? She arranges meeting topics, contacts and confirms speakers, and makes sure that we’ve got the technical support that our speakers need for their presentation.

Natasha joined the likes of independent publishers in 2004 with her first book, *Understanding Spiritual Warfare: A Bible Study Journal For Those Who Intend To Make It Till The End*. Now, she is the owner of Apostolic Experience Publishing, a ministry with five authors and six books in print.

“Being an independent book publisher is a rewarding challenge. It allows me to incorporate everything I’m passionate about—ministry, editing, writing, and a little graphic design—into one pursuit,” said Natasha. Apostolic Experience Publishing offers complete book publishing services for most authors including editing, cover design, interior design, and self publishing help. It is now expanding its brand to include more desktop publishing for things like invitations, obituaries, announcements, and programs. Currently, Natasha is preparing for the release of a new book, *Evacuated*, by her newest author, Kevin Bates, Jr. It will be available as an ebook on www.smashwords.com in early July.

If you’ve got an idea for a meeting topic, or know someone who would be a great speaker for one of our monthly meetings, send an e-mail to Natasha at: VP@stlouispublishers.org or meet her online at: www.ApostolicExperience.com, www.SistahTasha.webs.com, <https://twitter.com/SistahTasha>, or <http://www.facebook.com/home.php#/SistahTasha?ref=profile>. 

Member Spotlight: Butch Drury



SLPA member Butch Drury of Rivendell Books has been a member of SLPA since 2000. He joined just after having published his first book, *Close Encounters of a Very Special Kind*, although he wishes he had known then what he has since learned from SLPA and its members.

Even though Butch had read *The Complete Guide to Self-Publishing* by Tom and Marilyn Ross, he did not know how to market his book, nor did he have the means to do so. "To make matters worse, I got stuck with a book that had been poorly produced; luckily for me, the book was a very short run."

Butch was also the recipient of this year's affiliate scholarship to IBPA's Publishing University. The event took place just prior

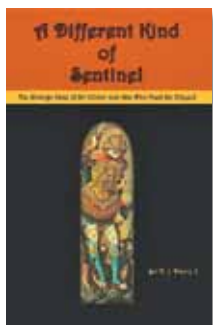
to BookExpo America in New York City, May 26-28.

"The whole experience was pretty intense, but very rewarding," stated Butch. "In those two and a half days, I learned what will probably take me months to implement."

Butch attended informative workshops and listened to many keynote speeches during Pub U. A statement that Rudy Shur of Square One Publishing made during his presentation really resonated with Butch: "We are in the midst of the biggest paradigm shift to hit the publishing world since the 1920s."


Another Pub U. speaker, Dominique Raccah of Sourcebooks, also impressed Butch with the statement: "How you think about and create a book has never been more important. The title and cover make a big difference in positioning your book in the marketplace. To become a leader in your category, you must create a must-have title—your book must mean something to your readers."

After having attended SLPA meetings month after month, year after year, and now one IBPU session after another, Butch can't help thinking about the paradigm shift in his own life. He had just released, back in March of this year, a completely revised version of his first book, now entitled *A Different Kind of Sentinel*.



Butch recalled the words of IBPU speaker Dave Mathison, author of the newly released *Be the Media*. To paraphrase: "Most of us operate under the misguided notion of HAVE-DO-BE. When I HAVE (more time, money), then I can DO the things (publish a book) that will enable me to BE (a successful publisher), when, in reality, it's the other way around. It all starts with BEing, or BE-DO-HAVE. Once you focus on who you want to BE (an author/publisher) then you can DO things (write/publish a book) that will allow you to HAVE what you want (success as an author/publisher). What you are BEing will grow and manifest itself in your life."

"First I had to be the book, then the publisher." reflected Butch. "Now he's telling me I have to be the media if I want to bring this whole story to a successful conclusion. If that's what it takes, so be it."

Congratulations, Butch! 

Editor's note: Do you want to be profiled for in the SLPA News "Member Spotlight" column? How has the SLPA helped you? What inspiring story and publishing accomplishments can you share with the rest of us? To be considered for the "Member Spotlight" column, contact SLPA communications manager and newsletter editor Ligaya Figueras via e-mail at Editor@stlouispublishers.org

Questions About SLPA?

Contact membership chairperson:
Christine Frank at (314) 205-2679 or
e-mail MemberChair@stlouispublishers.org

Next Deadline

July 21

Don't be late – no kidding!

Send us news on your new releases or upcoming appearances or anything else you wish to share.

Get your news and articles in EARLY! Send your information, articles and announcements to
Editor@stlouispublishers.org.

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