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Date: Mon, 13 Aug 2007 17:19:40 -0700 (PDT)
From: "DON DAVIDSON" <don@publishamerica.com>
Subject: Concerns
To: "PublishAmerica Acquisitions" <jcadle@publishamerica.com>, "PublishAmerica Pre-Production Team" <megan@publishamerica.com>

To: Publish America

Book: THE ETERNAL PERSPECTIVE: Essays on the Truth of Christianity by a Former Skeptic

Subject: **Concerns**

Dear Sirs:

I recently received your Author Questionnaire and was prompted to do some further inquiry concerning your company via the internet. What I found was very disturbing. Various web sites contain postings from numerous authors who have utilized your company, and they complain of the following:

1. That you do no meaningful marketing of the books you accept for publication.
2. That no book store will shelve your books because they are seriously overpriced and because you have a "no return" policy.
3. That you make your money primarily from authors' friends and family members who buy the books out of loyalty or feelings of obligation, and/or from authors who buy their own books in an effort to self-promote them.

First, let me make something very clear: if this is what you intend for my book, you will not make any money off of me or my friends and relatives. I have no intention of buying my own book, nor will I help you solicit my friends and relatives to do so. **If this is your plan, then I suggest we cancel our contract immediately and part ways.** It will save you money, time, and effort.

Furthermore, if that is indeed how you do business, then I believe you have induced me to sign our contract through fraud and deception. Various statements in your contract appear to be designed to give me, as a prospective author, the impression that you will aggressively promote and market my book. Here are a few samples:

1. Paragraph 5: "The Author agrees that all the copies of the said literary work that may be used for review and/or publicity purposes. . . ."
2. Paragraph 7: "No payment shall be made to the Author on any copies of the

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said literary work that the Publisher may distribute for advertising and/or sales promotion purposes. . . ."

3. Paragraph 8: "No payment shall be made to the Author for permission gratuitously given to others to publish extracts from the said literary work to benefit the sale thereof. . . ."

4. Paragraph 9: "The Publisher agrees to distribute, at his discretion, for purposes of publicity and/or review, promotional information pertaining to the said literary work, to publications throughout the United States and/or Canada, or elsewhere. Distribution of this promotional material shall be at the Publisher's own cost and expense and to media outlets of the Publisher's own choice."

If your company does not in fact promote or market the books you "publish," then these statements are false, misleading, and deceptive.

I am writing to give you an opportunity to cancel our contract immediately, before you expend the time and effort to print the book. You need not admit anything, and I will trouble you no further. Just chalk it up to trying to make a dissatisfied customer happy, something any reputable business tries to do.

On the other hand, if you insist on enforcing our contract, then I will expect you to perform your part of the bargain as promised, and I will take appropriate steps to hold you accountable if you fail to do so.

May God bless,
Don Davidson

Attachments

Files:

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