

Why the B&N contract linking is critical #writer #writers #author

written by Holly

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First, here is the substantive difference between a contract without live links to the appends, and one with: When you print off a PDF (at least, when you do it on a Mac—if Windows doesn't do this, consider VERY carefully before you sign your document) the PDF notes the URL of the document on every page on the top right corner, and the date on the bottom of the page on the right-hand corner. And it paginates all the print pages of a document, so you can be sure nothing went missing.

It also preserves the live links within the body of each portion of the document. These are the elements you, the writer, need to have in hand to prove that what you think you signed is what you actually signed.

If you are called upon to testify about what you signed in court (and with any contract you sign, you must understand that this is both a real possibility and your worst-case scenario), you have the trail, in writing, with provably connected links that define every single term in the contract, the date on which you recorded each of theses appends, and their unique URLs, and all of these will match the URLs of the main document's links.

Those live links and connections create ONE DOCUMENT.

Without them, standing in court, the other side's lawyer can ask you, "How do you know the document you are holding in your hand refers to those terms, when your handful of unlinked

documents are not even on the same website?"

And your answer will be? Anyone?

"I just assumed."

At which point, you lose.

With the links, you present dated DOCUMENT A, with linked, paginated, and dated SUB-DOCUMENTS B, C, D, E etc, and you say, "Here is how these documents connect, so this entire collection, all bearing the same date and all linking back to DOCUMENT A, is what I signed."

And the other side's lawyer goes home from meeting with your lawyer, BEFORE there is a court case, because he doesn't have a case.

Oh, but no big company would ever try to screw over a nice person like you? Ask yourself this...

Is there money in it for them if they do?

I worked as an RN for a large hospital corporation, but the place I worked was a small-town hospital, and I loved the folks I worked with (excluding the nursing administrator, who had NO hands-on experience in hospital nursing). Got along with my colleagues, got along with the docs. And I had years of experience in a tough job—I was weekend daytime charge nurse in a seven-bed ER that, on the weekends, was the Wild, Wild West.

I was at that time seven months pregnant with my second child. And I got kicked in the stomach by a combative drunk, and went into labor. Back in 1985, neonatal care was not as advanced as it is now, and there was very real chance that if I had my baby then, he would die. I called my OB, and he said, "Get home, lie on your side, drink water, it will probably be okay." My husband came and got me, and I did that. Only it

didn't get better.

I ended up in our local hospital (not the one where I worked—ours had a better OB/GYN department), on a mag sulfate drip, watching the regular contractions that just wouldn't stop, listening as the woman in the delivery suite next to mine had her premature baby, and lost him. I can still hear her when she found out.

I was alone—the nurses had one emergency and I wasn't it yet, and I was terrified. I didn't lose my kid, though. It took a couple days to get the contractions to stop, but I eventually went home, still pregnant.

I spent the next two months on bed rest, taking medicine that routinely ran my heart rate up into the 120s. But my kid and I got through it. He was born on time, and as soon as I could **I prepared to get back to work** (because the emergency hospitalization and two months of not getting paid—I was a Baylor RN, no medical benefits—had killed our finances).

Only my job wasn't there. It was supposed to have been held for me.

But the nursing administrator told me, quite happily, “Oh, **you didn't fill out an incident report**, so we didn't have to hold it.”

After I had been kicked in the stomach by the drunk, and WHILE I was in premature labor, lying on my side waiting for my husband to come get me, I did not fill out an incident report. None of my friends thought of it. The doc who kept popping in to check on me while my husband was on his way didn't think of it. And I didn't think of it.

The folks I worked with had seen it happen. The doctor. The nurses. They liked me. They wanted me back.

But the incident that put me into premature labor wasn't on paper.

If it's not on paper, it never happened.

So she had filled my slot with a much less experienced RN who was not working Baylor, saving the hospital quite a bit of money...and because I had not filled out an incident report, I had no documentation that being kicked in the stomach by that patient had started the contractions, I had no recourse.

My on-the-ground, real-world experience with contracts, agreements, and legalese goes far beyond that, both in nursing and in writing, but that was the point where I learned my lesson. **Never assume that anyone but you is going to look out for YOU.**

Never assume *anything*. If your livelihood is on the line, get everything that pertains to you in writing, make sure that every single bit of legalese is provably connected to every other single bit of legalese, keep your paper safe, make backups, and protect yourself.

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