Author/Ghost Writer Contract and Agreement

1/17/2012 2:27 PM

The Agreement: Ghostwriting Agreement between Cindy Scinto [ghost writer] and Author Name [client]: (From here on in “Writer” will refer to aforementioned ghost writer, Cindy Scinto and “Author” will refer to the client, Author Name.)

The Goal: To create a book, working title: ____________________________, of which the goal is to recount the author’s ____________________________. From here on in “Book” will refer to the aforementioned work as titled above.

It is estimated that Book will have ______ chapters, the normal front matter, table of contents, acknowledgements, dedication, and endnotes. The manuscript will be approximately ____________ words long.

The Method: Author will meet with Writer periodically as determined, in person, by phone, or via Skype, in a pre-arranged place and time for conversation, questions, and observations which Writer will electronically record and take handwritten notes. The conversation, recording, and notes will provide the basis for Book.

Writer will transcribe and formulate the information into sections for each chapter and the chapters will be completed. Once a chapter is complete, Writer will provide the completed chapter for Author’s review and approval on a monthly schedule or a pre-agreed date and time.

Writer will make changes and suggestions according to Author’s request, but Writer will offer suggestions as to context, flow of material, voice, quality of grammar, editorial proficiency, and appropriateness of subject.

Writer is responsible for assembling Book into a single word processing format compatible with all word processors.

It will be stated that the estimated time for Book’s initial manuscript to be completed will be approximately ________ months from the date this agreement is signed by both Writer and Author.

Special Consideration: Due to the health conditions of Writer, Author agrees to allow sufficient adjustments to dates and times for writing, editing, or submission according to the medical state of Writer.
Writer agrees to inform Author within 24 hours of due dates or appointments of medical or health conditions that may delay the completion of said tasks.

Ownership Rights: All rights, title, and interest in the following shall be the sole and exclusive property of Author, including:

(i) All materials, including but not limited to Word files, PowerPoint Presentations, recordings, media resources, pictures, and completed manuscript: the completed Book and/or other products resulting from this effort.

(ii) The content of the subject matter of the Book provided by Author.

(iii) Any ideas, works, documentation, or notes conceived related to Book.

Confidential Information: Writer acknowledges and agrees that all information related to Book, including without limitation, its content, writings, work product, audio recordings, video, notes and diagrams, and pictures is of great value to Author ("Confidential Information"). Accordingly, Writer agrees not to divulge to anyone, either during or after the term of this Agreement, any Confidential Information obtained or developed while working on Book and related projects.

Upon expiration of this Agreement, Writer agrees to deliver to Author all documents, writings, work product, audio recordings, video, notes and diagrams, and pictures, and similar documentation which are furnished to or produced by Author pursuant to this Agreement. Upon the expiration or termination of this Agreement, Writer agrees to make no further use or utilization of any Confidential Information. Writer may only disclose Confidential Information to third parties upon the express written consent of Author.

The provisions of this Section on "Confidential Information" shall survive the termination of this Agreement.

Likewise, Author will accept sole responsibility and liability for the written contents of this project in which he exclusively provides.

Cost: Writer shall bill Author, by invoice, at the completion of each initial chapter; $____ for each completed, 8.5 x 11 page, Times New Roman, 12 pt. font, double spaced. This is the cost for first draft and does not include further editing that may be needed. Any additional editing by Writer shall be billed at a negotiated amount pursuant to an addendum to this contract.

Author shall pay by cash, bank check, or personal check and will have 15 days upon receipt of invoice to deliver payment either in person or by delivery service.

Additional Compensation: Upon publication of Book, Author shall pay Writer an additional 8% of the retail price from all book sales. Tracking of said sales shall come from Author’s records and Book publisher royalty statements.
Cancellation of Contract: Author shall have two opportunities to cancel this contract; once after eight weeks of Writer’s work and again after 16 weeks of Writer’s work.

Author may cancel the contract with Writer at Author’s sole discretion but he shall be obligated to pay writer for the work done up to cancellation date. Cancellation must be communicated by written letter signed by Author and sent certified mail to verify delivery to Writer.

Meetings: It is recognized that it is Author’s responsibility to provide the material, comments, information, etc. to Writer in a timely fashion.

Furthermore, both Writer and Author agree to set aside adequate time to discuss the project including constructive criticism, feedback and/or concerns or questions that directly relate to this project. It is Author’s responsibility to provide any and all data, research, and personal input to allow the Writer to complete the agreed upon Book.

It is recognized that this is a personal service contract and that although this represents mutual agreements and intention on date of signing, situations can change. Therefore, this Agreement can be modified by either party in writing with 14 days notice pursuant on both parties agreeing on modifications and signing appropriate addendums.

Book Title: The book title provided herein is a working title and can be changed or modified up to proof ready status. Author shall use his name on Book followed by “Written by Cindy Valenti-Scinto.”

This contract and agreement shall commence upon both Author and Writer signing with Author retaining the original and Writer receiving an exact copy.
Signature Page:

________________________________________  ______________________________________
Author’s Printed Name                      Writer’s Printed Name

________________________________________  ______________________________________
Author’s Signature                          Writer’s Signature

________________________________________  ______________________________________
Date                                        Date