

Ghostwriting Agreement

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General Information

Ghostwriting Agreement

This Ghostwriting Agreement is between an author and an individual who will write a book at the request of the author. Individuals choose ghostwriters for various reasons including a lack of time or simply a lack of desire to write the book on the topic. This agreement contains provisions regarding the number of pages the book must contain, the title and the tentative completion date. It also sets forth the compensation the ghostwriter will be paid, how the book will be delivered and how the ghostwriter will receive credit for the book's creation. Most ghostwriters are considered as independent contractors or work on a "work for hire" basis.

A ghostwriter basically becomes *your* voice in expressing *your* thoughts and ideas and it is imperative that a Ghostwriting Agreement be clearly and succinctly set forth in writing. A written Ghostwriting Agreement will be invaluable in the event there are disagreements or miscommunication regarding the scope of the writing project.

Instructions and Checklist

Ghostwriting Agreement

- Both parties must read the agreement carefully.
- Insert all requested information in the spaces provided on the form.
- Read the compensation and fees provisions carefully and review the commission structure. If the commission structure is complicated, describe it fully and include examples.
- This form contains the basic terms and language that should be included in similar agreements.
- Both the author and ghostwriter must sign the agreement.
- Both parties should retain either an original or copy of the signed agreement.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

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GHOSTWRITING AGREEMENT

This Agreement (“Agreement”) is entered into on this _____ day of _____ [month and year] at _____ [place of execution]; both the parties described herein under as ABC represented by _____, address, _____ also described as the ‘**Author**’; and XYZ, represented by _____, address _____, also described as ‘**Ghostwriter**’, do hereby agree to all the terms described and given below.

1. Author is entrusting Ghostwriter with the project of writing a _____ pages long book (“Book”) on the subject: _____.
2. Ghostwriter shall get the aforementioned Book edited by a pro-editor before submission.
3. The title of the Book shall be ‘_____’. This title may be changed upon mutual consent of both the parties.
4. The tentative deadline for completion of this Book is mm/dd/yyyy or (____ days after signing of this Agreement).
5. Author agrees to pay Ghostwriter a consolidated sum of \$_____ for the project that will include the following:
 - a. Writing the content of the Book on the guidelines of Author.
 - b. Getting it edited by a pro-editor before submission.
6. The fees of the ghostwriter is to be paid as follows:
 - a. 60% advance to get the project started.
 - b. 40% within 15 days of the accomplishment of the project as described above (irrespective of whether Author has gone through the work in 15 days or not).
7. Ghostwriter (ghostwriter) is **NOT ENTITLED** to any royalty or commission on the sales of the Book. He is only entitled to the one time fees of \$_____.
8. Ghostwriter acknowledges and agrees that all information related to this project, including without limitation, its content, writings, work product, audio tapes, notes and diagrams, is of great value to Author (“Confidential Information”). Accordingly, Ghostwriter agrees not to divulge to anyone, either during or after the term of this Agreement, any Confidential Information obtained or developed by Ghostwriter while working on the Book and related project. Upon expiration of this Agreement, Ghostwriter agrees to deliver to Author all documents, papers, drawings, tabulations, reports, audiotapes, video tapes and similar documentation and recording devices which are furnished to or produced by Ghostwriter pursuant to this Agreement. Upon the expiration or termination of this Agreement, Ghostwriter agrees to make no further use or utilization of any Confidential Information.

Ghostwriter 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.

9. Ghostwriter agrees that he/she will refrain from taking the help of any plagiarism, meaning he will avoid using borrowed material or ideas in this Book exactly as they are found elsewhere.
10. 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, power point presentations, tapes, and completed manuscript, the completed project and/or other product 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 the Book;
 - (iv) All writings by Ghostwriter related to or associated with the Book; and
 - (v) All Ghostwriter’s work product related to the Book.

To the extent that ownership of the items stated above do not automatically vest in Author, Ghostwriter hereby transfers and assigns to Author all right, title and interest in and to the same, whether or not copyright applications are filed thereon.

In the event that Author is required to obtain Ghostwriter’s consent to register any U.S. or foreign copyrights related to the Book, Ghostwriter shall provide her consent and transfer and assign any of her interest as stated herein. The provisions of this section shall survive the termination of this Agreement.

11. Author will enjoy absolute freedom to set the retail price of this Book and deal with any publisher. Ghostwriter will have no say in setting the price of this Book.
12. Author can request Ghostwriter to make a reasonable number of changes and edits during the course of production of this Book and within 1 week of completion of the Book.
13. This Agreement may be terminated before the deadline, for any reason, provided that at least 30 days' advance written notice of termination is given to the non-terminating Ghostwriter the terminating party.
14. Author and Ghostwriter recognize that time is the essence this Agreement and that Author will suffer financial loss if the project is not completed within the specified deadline. They also recognize the delays, expense and difficulties involved in providing actual loss suffered by Author if the work is not completed on time. Accordingly, instead of requiring such proof, both the parties agree that as liquidated damages for delay (but not as penalty) Ghostwriter shall pay Author ____dollars (\$___) for each day that expires after the prescribed deadline as referred to in section 5.

Provisions under this section 14 do not apply if Author is solely responsible for preventing the work from being completed (e.g. by withholding required information) on the deadline.

15. If Author terminates the agreement prematurely, then Ghostwriter is entitled to the cancellation fee of ____dollars (\$__) per day after the day of termination till the deadline as laid down in section 5. In addition, Author is not entitled to the sum advanced to Ghostwriter for initiating the project as described in section 6(a).

The undersigned agree to the terms of this Agreement. No responsibility will be accepted for digital or photocopied signatures.

Author

Ghostwriter

Signature
Name: _____
Address: _____

Signature
Name: _____
Address: _____
