

# GHOSTWRITING AGREEMENT

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This Ghostwriting Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[WRITER LEGAL NAME], an individual or [STATE] [ENTITY TYPE] with a mailing address at [WRITER ADDRESS] (the "**Writer**"); and

[CLIENT LEGAL NAME], an individual or [STATE] [ENTITY TYPE] with a mailing address at [CLIENT ADDRESS] (the "**Client**").

Writer and Client are each a "**Party**" and together the "**Parties**."

**Recitals.** Client wishes to engage Writer to research, write, and edit written work that will be published or otherwise used under Client's name (or the name of a person or brand Client designates) without public attribution to Writer, and Writer wishes to provide those services on a confidential, work-for-hire basis. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Engagement and Scope

**1.1 Engagement.** Client engages Writer to create the written work described in **Exhibit A** (the "**Work**"), which may include a [BOOK / ARTICLE SERIES / SPEECH / BLOG / WHITE PAPER / MEMOIR / OTHER] consisting of approximately [WORD COUNT OR PAGE COUNT] of original content.

**1.2 Ghostwriting basis.** The Work is ghostwritten. Writer will not be publicly credited as an author, and Client (or Client's designee) will be named as the sole author and presented as the originator of the Work, unless the Parties agree otherwise in writing.

**1.3 Deliverables and format.** Writer will deliver the Work in the format described in Exhibit A (for example, an editable [FILE FORMAT] document) on the schedule set out in Section 3.

**1.4 Source materials.** Client will provide Writer with the background materials, interviews, notes, outlines, and access reasonably needed to perform, and warrants that Client has the right to share those materials with Writer.

**1.5 Standard of performance.** Writer will perform with reasonable skill and care, in a professional manner, and will deliver original work that, to Writer's knowledge, does not plagiarize or knowingly infringe the rights of any third party.

## 2. Revisions and Acceptance

**2.1 Drafts.** Writer will submit drafts as set out in Exhibit A. Each deliverable stage includes up to [NUMBER, e.g. 2] rounds of revisions at no additional charge, provided revision requests are consistent with the original scope.

**2.2 Revision requests.** Client will deliver consolidated, written revision notes for each draft within [NUMBER, e.g. 10] days of receipt. Notes received after that period may be treated as a new revision round.

**2.3 Out-of-scope changes.** Substantial changes to the subject, structure, tone, length, or direction of the Work after a draft is approved are out of scope and will be quoted and billed separately by written agreement before Writer performs them.

**2.4 Acceptance.** A deliverable is deemed accepted when Client approves it in writing or fails to deliver revision notes within the period in Section 2.2.

### 3. Schedule

**3.1 Milestones.** Writer will use reasonable efforts to meet the milestone dates in Exhibit A.

**3.2 Client-caused delay.** Deadlines are extended by any period of delay caused by Client, including late delivery of source materials, late feedback, or late approvals, and fees and timelines may be equitably adjusted.

**3.3 Writer delay.** If Writer cannot meet a milestone, Writer will notify Client promptly and propose a revised date. Persistent failure to deliver is a material breach subject to Section 7.

### 4. Compensation

**4.1 Fee.** Client will pay Writer a total fee of **[AMOUNT]** for the Work, payable as set out in this Section.

**4.2 Payment schedule.** Client will pay: (a) a non-refundable deposit of **[AMOUNT OR PERCENTAGE]** before Writer begins; (b) **[AMOUNT OR PERCENTAGE]** on delivery of **[MILESTONE]**; and (c) the balance on final acceptance under Section 2.4.

**4.3 Expenses.** Client will reimburse Writer for reasonable, pre-approved, documented out-of-pocket expenses (such as travel, research databases, or transcription) incurred in performing the Work.

**4.4 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law. Writer may pause work on **[NUMBER]** days' written notice if an undisputed invoice remains unpaid.

**4.5 Kill fee.** If Client terminates after Writer has begun but before delivery, Client will pay Writer for all work performed plus the deposit, which together constitute the "**Kill Fee**," as further described in Section 7.

### 5. Ownership and Attribution

**5.1 Work made for hire.** On Client's full payment of the fee, the Work created under this Agreement is a "work made for hire" to the fullest extent permitted by applicable copyright law, and Client owns all right, title, and interest in the final Work, including all copyrights.

**5.2 Assignment backstop.** To the extent any portion of the Work does not qualify as a work made for hire, Writer irrevocably assigns to Client, on full payment, all right, title, and interest in that portion, and will sign documents reasonably needed to record the assignment.

**5.3 No public credit.** Writer waives any right to be publicly identified as an author of the Work and will not claim authorship publicly. Writer may, however, privately represent to prospective clients that Writer provided ghostwriting services on a project of this type, without naming Client or disclosing the Work, unless Section 6 prohibits it.

**5.4 Writer's retained materials.** Writer retains ownership of Writer's pre-existing methods, templates, and general writing know-how, which do not form part of the assigned Work.

**5.5 Moral rights.** To the extent permitted by applicable law, Writer waives moral rights in the Work in favor of Client; where such rights cannot be waived, Writer agrees not to assert them against Client or Client's licensees.

## 6. Confidentiality and Non-Disclosure

**6.1 Confidential relationship.** The existence and details of this engagement, Client's identity, the unpublished Work, and all non-public information Client shares are "**Confidential Information**" and must be kept strictly confidential by Writer.

**6.2 Obligations.** Writer will use Confidential Information only to perform this Agreement, will not disclose it to any third party without Client's written consent, and will protect it with at least reasonable care.

**6.3 Exclusions.** Confidentiality does not apply to information that is or becomes public through no fault of Writer, was rightfully known before disclosure, or is required to be disclosed by law or court order, in which case Writer will give Client prompt notice where legally permitted.

**6.4 Survival.** Writer's confidentiality obligations survive completion or termination of this Agreement indefinitely, or for the period required by applicable law.

## 7. Term and Termination

**7.1 Term.** This Agreement begins on the Effective Date and continues until the Work is delivered and accepted and all fees are paid, unless terminated earlier.

**7.2 Termination for convenience.** Either Party may terminate on [NUMBER] days' written notice. On Client termination, the Kill Fee in Section 4.5 applies, and amounts already paid for completed milestones are non-refundable.

**7.3 Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 10] days after written notice describing the breach.

**7.4 Effect of termination.** On termination, Client will pay for all work performed and accepted through the termination date. Ownership of paid-for Work transfers under Section 5; Writer retains rights in unpaid-for drafts until paid.

## 8. Representations and Warranties

**8.1 By Writer.** Writer represents that the Work will be original, that Writer has the right to enter this Agreement, and that the Work will not, to Writer's knowledge, infringe any third party's copyright or contain knowingly defamatory material.

**8.2 By Client.** Client represents that materials Client supplies are owned by or licensed to Client, that Client has the right to use them, and that Client's use of the Work will comply with applicable law.

**8.3 Disclaimer.** Except as expressly stated, the Work is provided without other warranties, and Writer does not warrant any particular publication, sales, or commercial outcome.

## 9. Indemnification and Liability

**9.1 By Writer.** Writer will indemnify Client against third-party claims to the extent arising from Writer's breach of Section 8.1, subject to Section 9.3.

**9.2 By Client.** Client will indemnify Writer against third-party claims arising from Client's materials, Client's edits after delivery, or Client's publication and use of the Work.

**9.3 Liability cap.** Except for confidentiality breaches and indemnification obligations, each Party's total liability under this Agreement will not exceed the total fees paid or payable to Writer, and neither Party is liable for indirect or consequential damages.

## 10. General Provisions

10.1 **Independent contractor.** Writer is an independent contractor, not an employee, partner, or agent of Client, and is responsible for Writer's own taxes.

10.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to conflict-of-laws rules, and the Parties submit to the courts located in [COUNTY, STATE].

10.3 **Assignment.** Writer may not assign this Agreement or subcontract the Work without Client's prior written consent.

10.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.5 **Entire agreement; amendment.** This Agreement, with Exhibit A, is the entire agreement on its subject and may be amended only in a writing signed by both Parties.

10.6 **Severability and waiver.** If a provision is unenforceable, the rest remains in effect, and a Party's failure to enforce a provision is not a waiver.

10.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each an original.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

### WRITER

### CLIENT

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE OR N/A]

Title: [TITLE OR N/A]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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