

# Ghostwriting Agreement

This Work Made for Hire Agreement for Ghostwriting Services (“Agreement”) and is effective as of \_\_\_\_/\_\_\_\_/\_\_\_\_ and entered into by and between the writer set forth in signature block below (“Writer”) and \_\_\_\_\_ (“Client”).

WRITER AGREES AS FOLLOWS:

1. Writings. Writer agrees to write the “Content” as described below and further defined in the attached Exhibit A.

2. Ownership and Assignment of the “Content”.

a. Writer and \_\_\_\_\_ intend this Agreement to be a contract for services and each considers the products and results of the services to be rendered by Writer hereunder (the “Content”) to be a work made for hire. Writer acknowledges and agrees that the “Content” (and all rights therein, including, without limitation, copyright, and patent) belongs to and shall be the sole and exclusive property of \_\_\_\_\_.

b. If for any reason the “Content” would not be considered a work made for hire under applicable law, Writer does hereby sell, assign, and transfer to \_\_\_\_\_, its successors and assigns, the entire right, title and interest in and to the copyright and patent in the “Content” and any registrations and applications relating thereto and any renewals and extensions thereof, and in and to all “Content” based upon, derived from, or incorporating the “Content”, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights and patents, and in and to all rights corresponding to the foregoing throughout the world.

c. Writer agrees to execute all papers and to perform such other proper acts as \_\_\_\_\_ may deem necessary to secure for \_\_\_\_\_ or its designee the rights herein assigned.

3. Delivery of the “Content”.

a. The Writer will deliver to the “Content” to \_\_\_\_\_ on or before the date set forth on the attached Exhibit A (with all illustrations, charts, graphs, or other material, including, reference lists, etc., in the medium mutually agreed upon for the “Content”) in form and content satisfactory to the \_\_\_\_\_.

4. Writer’s Warranty. The Writer warrants that it is the sole owner and creator of the “Content” and has full power and authority to make this Agreement; that the “Content” does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful

matter. The Writer also agrees that Content will pass a well-established, industry recognized software that evaluates Content Authenticity. This may be using software, such as but not limited to, Originality.AI or Grammarly, and that the Content will be 90% or more non-AI-generated Content and 97% or more plagiarism-free Content.

The "Writer" shall indemnify, defend and hold harmless \_\_\_\_\_ and/or its licensees against all third party liabilities, claims, suits, costs, damages, proceedings, demands, losses, and expenses (including court costs and reasonable "attorneys' fees") that \_\_\_\_\_ and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the "Content" or any infringement or violation by the "Content" of any copyright, patent or other intellectual property right; and until such claim or suit has been settled or withdrawn, \_\_\_\_\_ may withhold any sums due the Writer under this Agreement. The indemnification provisions of this Section shall survive the termination of this Agreement.

5. Consideration. In consideration for delivery of the "Content" in accordance with the provisions of this Agreement, \_\_\_\_\_ shall pay Writer the amount set forth on the attached Exhibit A.

The Writer acknowledges that the "Content" is being ghostwritten for \_\_\_\_\_ and the writer shall not claim any copyright or moral rights over the "Content". Furthermore, the Writer grants \_\_\_\_\_ full authority to claim they were the author of the "Content" and may take full credit for same. The Writer shall in no way object or disclose to any third party that they were the writer of any "Content", including but not limited to reproducing excerpts of "Content" without expressed written permission of the Client or using "Content" for promotional purposes before or after sale to the Client. The Client also has the right to modify any of the final product as sole owner at any time.

6. General.

a. This Agreement is governed by applicable federal law and regulations and the law Oklahoma, without regard for its choice of law provisions

b. This Agreement represents the parties' entire understanding with respect to the "Content" and supersedes any prior agreements or discussions, written or oral regarding same.

c. This Agreement may be modified only by written amendment signed by the parties' officers or authorized designees.

d. If either party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth above.

## EXHIBIT A

- I. The "Content"
  - a. Scope of Work
    - i. Word Count: The book will be 35,000 to 39,999 words involving the introduction, chapters, and conclusion but excluding the bibliography.
    - ii. Chapters: A minimum of 10 chapters including one introductory or preface chapter and one conclusion or summary chapter.
    - iii. Research: Well-researched material based on peer-reviewed, respected sources such as journal articles, textbooks, and quotations from PhDs and industry experts.
    - iv. Citations: APA style formatting
    - v. Style: Scientific yet relatable and understandable for a general non-scientific audience with several anecdotal stories to help the reader understand and conceptual information provided.
  - b. Revisions
    - i. The Writer agrees to make minor chapter revisions up to 2 times per chapter based on feedback from the Client. These revisions may be based on the Client opining that there is missing material relevant to the topic, medically incorrect information, unclear information, grammatical or voice differences or syntactical differences of opinion, or other reasons felt relevant by the Client. The Client agrees to reasonably ask for revisions and not to abuse this request. These chapters can be relayed to the Client chapter by chapter or given in batches of first half of first draft and second half of first draft at the discretion of the Writer.
- II. Timeline Intervals
  - a. Completion of a finalized outline based on information provided by Client which includes but is not limited to a preliminary outline or outlines.
  - b. First half of the first draft
  - c. Completion of the first draft
  - d. Final Manuscript
- III. Client Payment & Schedule
  - a. Payment Timeframe
  - b. For the estimated 35,000 to 39,999- word count, the Client agrees to pay a total of \$1000.00 USD.
  - c. For the finalized outline and the first half of the first draft, the Client agrees to pay \$400.00 USD.
  - d. For the second half of the first draft, the Client agrees to pay \$400.00 USD.

- e. After the final manuscripts, including the 2 revisions per chapter if or when requested by the Client, then the client agrees to pay the final \$200.00 USD.
  - f. Payment of Client to Writer must be paid as outlined above within 1 month of respective manuscripts. Failure for Client to pay Writer will result an additional 5% fee per month. The Writer may not request payment in cryptocurrency or untraceable methods.
- IV. Writer Timeframe Expectations
- a. Writer will take no more than 6 months from final execution of agreement to provide the finalized outline and first half of the first draft to Client
  - b. Writer will take no more than 6 months from the final execution of the agreement to provide the complete full first draft to the Client.
  - c. Writer will take no more than 2 months from delivery of the full first draft to the Client or 12 months from the executed contract to deliver the final manuscript to the Client, including all requested revisions, whichever timeframe is shorter.
- V. Penalties, Termination, & Arbitration
- a. Penalties & Termination
    - i. If the Writer fails to deliver the content by the allotted timeframe, the Writer agrees to waive the final \$200 payment and provide the final manuscript including revisions within 14 months from the date of the executed contract. If the Writer fails to disclose final manuscript within 14 days of date of execution of the contract, the Client has the right to demand full refund and to seek arbitration for time lost.
    - ii. If the Writer chooses to abandon the project and terminates the project before delivery of the final revised manuscript, the Client pays \$0.00 USD for any effort or services rendered by the Writer; the Writer will pay a penalty of \$200.00 USD to the Client if termination is chosen after 6 months from the execution of this agreement.
    - iii. Termination by either party may be made in writing by delivery of notice to a physical address or email. Termination by Writer does not release Writer from transferring rights, copyright, ownership, or claim of the portion of "Content" paid by and released to Client, even if portion of "Content" is a draft and provided without the final manuscript. The Client may not own rights, copyright, or claim to any portion of the content if the termination if made on behalf of the Client for reasons other than failure of Writer to meet contractual timelines.
  - b. Mediation & Arbitration:
    - i. Except as it pertains to receipt of "Content" and payment to Writer, any and all disputes, controversies, or claims about legal rights or obligations arising out of or relating to this Agreement, shall first be mediated in good faith, and if not resolved by mediation within thirty (30) days after the first attempted mediation, then settled by arbitration to be held in Oklahoma City, Oklahoma. The arbitrator shall render a written decision, stating the reason for it, and shall render an award within six (6) months of the request for arbitration. Such a reward shall be final and binding

upon both parties. Judgment upon the award may be made to such court for judicial acceptance of the award and an order of enforcement, as the law of such jurisdiction may require or allow.

Writer

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Covered Entity/DBA:

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(Printed Name)

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(Signature)

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(Physical Address)

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(E-mail Address)

Client

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Covered Entity/DBA:

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(Printed Name)

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(Signature)

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(Physical Address)

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(E-mail Address)