

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. The tentative deadline for completion of this Book is mm/dd/yyyy or (____ days after signing of this Agreement).
3. 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.
4. 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 \$_____.
5. 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.
6. 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.
7. 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.

- 8. 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.
- 9. 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.
- 10. This Agreement may be terminated before the deadline, for any reason, provided that at least 7 days' advance written notice of termination is given to the non-terminating Ghostwriter the terminating party.

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: _____
