

(Date of Agreement)

Ghostwriting Agreement between Anne Wayman and [Author's Name]

The Goal: To create a book [working title: xxxx], which is to show [book's purpose] (the "Book").

It is estimated that the Book will have 10-15 chapters, the normal front matter, including table of contents, and an index and, that the manuscript will be about be 30,000-60,000 words long.

The Method: [Author] will meet with Anne (the ghostwriter) weekly for a conversation which Anne will tape record. The conversation and the tape will provide the basis for the Book. Each week Anne will send [Author] the manuscript from that week's conversation.

If it becomes necessary for the tape to be transcribed, Anne will be responsible for finding the transcriber and for all pickup and delivery; [Author] shall pay the fees involved

It is estimated that it will take approximately 6 months to complete this Book.

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, tapes, and completed manuscript, the completed Book 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 Anne related to or associated with the Book; and
- (v) All Anne's work product related to the Book.

To the extent that ownership of the items stated above do not automatically vest in [Author], Anne 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 Anne's consent to register any U.S. or foreign copyrights related to the Book, Anne shall provide her consent and transfer and assign any of her interest as stated herein. The provisions of this Section on "Ownership Rights" shall survive the termination of this Agreement.

Confidential

Information: Anne acknowledges and agrees that all information related to the Book, including without limitation, its content, writings, work product, audio tapes, notes and diagrams, is of great value to [Author] (“Confidential Information”). Accordingly, Anne agrees not to divulge to anyone, either during or after the term of this Agreement, any Confidential Information obtained or developed by Anne while working on the Book and related project. Upon expiration of this Agreement, Anne agrees to deliver to [Author] all documents, papers, drawings, tabulations, reports, audio tapes, video tapes and similar documentation and recording devices which are furnished to or produced by Anne pursuant to this Agreement. Upon the expiration or termination of this Agreement, Anne agrees to make no further use or utilization of any Confidential Information. Anne 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: The total cost for this project shall be \$xx,xxx payable at \$x,xxx per month for x months, for a total of \$xx,xxxx, starting [date]. [Author] may abort the project and/or cancel the contract with Ms. Wayman in his sole discretion but he shall be obligated to pay Ms. Wayman for the work done to that date. [Author] shall have this right twice, once after 8 weeks of her work and again after 16 weeks of her work.

Pace: Anne agrees to work roughly 8-30 hours per week on this project. She will complete manuscript drafts following each conversation and return it to [Author] for comments and edits which she will make and return for another round.

However, it is recognized that it is [Author]’s responsibility to provide the material, comments, etc. to Anne in a timely fashion.

Anne is also responsible for assembling the final Book into a single word file suitable for conversion to .PDF in the event [Author] chooses to self-publish or for a trade publisher. Further, if [Author] decides to seek a trade publisher, Anne will create a Book proposal for no additional cost.

Further, both Anne 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 the client’s responsibility to provide any and all data, research, and personal input to allow the Anne to complete the agreed upon Book.

It is recognized that this is a personal service contract and that although this represents our mutual intention on this date, things can change. Therefore, this Agreement can be modified by either party in writing with 14 days notice and is terminable by either party in writing with 14 days notice.

It is also recognized that the decision to find a trade publisher or to self-publish has not yet been made. Anne agrees to give her best advice to help [Author] make this decision. If [Author] decides to self-publish, he may want to hire Anne to complete the Book design and .PDF files necessary for self-publishing and agrees to pay an additional fee for that service. Note that if this happens an additional copyeditor or proofreader will be necessary as will a cover designer.

Initial payment to Anne indicates acceptance of this Letter of Agreement by both parties.

(Signed this date)

Anne Wayman