

# LEGAL & CONTRACTS ADVICE

A Sample Agreement

## Sample Ghostwriting Agreement

WHAT'S INSIDE:

Who Owns the  
Work

How to Agree on  
Delivery

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And More



**ALLi**

Alliance of Independent Authors

## Introduction

Writers, in general, tend to be on the narcissistic side. But, for a ghostwriter, all ego is subsumed into the voice of a client. There is a growing demand for ghostwriting services as the traditional barriers to publishing come down.

There are many reasons to hire a ghostwriter. An organization might want its history told to a niche audience, a corporate CEO might want her rags-to-riches story and business advice imparted to a wide audience, or a newsmaker might have gone through

a public ordeal and needs help setting the record straight.

When it works, though, it's a win-win for everybody. The client gets a well-written book under their name and you get paid for your labor. But, like any business arrangement, it's best to put the ghostwriting project's guidelines into writing.

As always, the information discussed in this guide should not be considered legal advice, and is provided as guidance only. ALLi recommends authors seek legal advice around all contract negotiations wherever it's appropriate.

## Ghostwriting Agreement

This Work Made For Hire Agreement for Ghostwriters ("Agreement") is effective as of [Date], and entered into by and between the writer set forth in signature block below ("Writer") and [Your Company Name].

### **[Your Company Name] AND WRITER AGREE AS FOLLOWS:**

**1. *Writings.*** Writer agrees to write the Stories as described below and further defined in the attached ***Exhibit A.***

**2. *Ownership and Assignment of the Stories.***

a. Writer and [Your Company Name] 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 "Stories") to be a work made for hire. Writer acknowledges and agrees that the Stories (and all rights therein, including, without limitation, copyright and patent) belongs to and shall be the sole and exclusive property of [Your Company Name].

b. If for any reason the Stories would not be considered a work made for hire under applicable law, Writer does hereby sell, assign, and transfer to [Your Company Name], its successors and assigns, the entire right, title and interest in and to the copyright and patent in the Stories and any registrations and applications relating

thereto and any renewals and extensions thereof, and in and to all stories based upon, derived from, or incorporating the Stories, 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 [Your Company Name] may deem necessary to secure for [Your Company Name] or its designee the rights herein assigned.

### 3. **Delivery of the Stories.**

a. The Writer will deliver to the Stories to [Your Company Name] 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 Stories) in form and content satisfactory to the [Your Company Name].

4. **Writers's Warranty.** The Writer warrants that it is the sole owner and creator of the Stories and has full power and authority to make this Agreement; that the Stories does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. The Writer will defend, indemnify, and hold harmless [Your Company Name] and/or its licensees against all claims, suits, costs, damages, and expenses that [Your Company Name] and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Stories or any infringement or violation by the Stories of any copyright, patent or other intellectual property right; and until such claim or suit has been settled or withdrawn, [Your Company Name] may withhold any sums due the Writer under this Agreement.

5. **Consideration.** In consideration for delivery of the Stories in accordance with the provisions of this Agreement, [Your Company Name] shall pay Writer the amount set forth on the attached **Exhibit A.**

The Writer acknowledges that the Stories are being ghostwritten for [Your Company Name] and the writer shall not claim any copyright or moral rights over the Stories. Furthermore, the Writer grants [Your Company Name] full authority to claim they were the author of the Stories 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 Stories.

### 6. **General.**

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

b. This Agreement represents the parties' entire understanding with respect to the Stories 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**

The Stories: [Enter Scope of Work]

Delivery date: [Due Date]

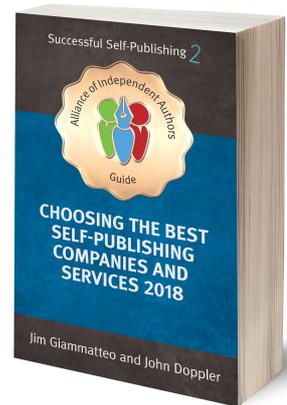
Consideration: [Payment Amount]

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