**Ghostwriting Contract**

This Ghostwriting Contract (this "Contract") is made effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Effective Date"), by and between Holy Creations Comics LLC (the "Provider"), overseen by President Jessy Lynn, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and (Insert Client's Name) (the "Client"), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**1. DESCRIPTIONS OF SERVICES.** Beginning on the Effective Date, the Provider will provide to the Recipient the following services (collectively, "Services"):

Ghostwrite your project (novel, short story, poem, spec script, essay, etc...) detailed in this contract.

**2. SCOPE OF WORK.**

a. \*(Describe project here. Include available prompts, characters, outlines, ect...)

b. (Describe the extent of the work that needs to be done here: Ghostwritng wise and Editing wise)

c. Editor shall use his/her background and experience to edit the Manuscript. Editor's sole function is to aid   
and assist Client in editing the Manuscript. In this light, Editor will advise and suggest changes to improve   
the Manuscript. The decision to accept or reject Editor's suggestions is solely Client's. Strunk & White's   
"Elements of Style" will be the default style book unless Client requests and supplies a different style book.   
If Client wishes to use a different style book, please provide that style guide here:   
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.   
Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(ONLY sign this line if changing style book Editor will use to edit   
Client's manuscript)  
Editor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(ONLY sign this line if changing style book Editor will use to edit   
Client's manuscript)

**3. DELIVERY OF FINISHED PROJECT.**

Please Initial:

PDF: \_\_\_\_\_

Google Doc: \_\_\_\_\_

Word Doc (DOC and DOCX): \_\_\_\_\_

JPEG or JPG: \_\_\_\_\_

\*Please be aware that Google Docs will be the delivery method for ongoing project updates regardles of what you choose for the delivery of the **FINISHED** project!

Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ghostwriter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4. PAYMENT.** Payment shall be made to President Jessy Lynn, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of Holy Creations Comics LLC.  Client agrees to pay the sum of (insert total including tax, retention fee, and editing fee) as follows:

Event: Retention Fee (10% of total + editing fee + tax)

Payment Amount: $

Event: 1) Write first 5000 words

Payment Amount: $

Event: 2) Write 5000 words

Payment Amount: $

Event: 3) Write 5000 words

Payment Amount: $0.00

Event: 4) Write 5000 words

Payment Amount: $

Event: 5) Write 5000 words

Payment Amount: $

Event: 6) Write 5000 words

Payment Amount: $

Event: 7) Write 5000 words

Payment Amount: $

Event: 8) Write 5000 words

Payment Amount: $

Event: Tax:

Payment Amount: $

Event: Editing Fee

Payment Amount: $

a. In addition to any other right or remedy provided by law, if Client fails to pay for the Services when due, Provider has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.

b. No interest will be charged during the project duration. However, the final payment must be settled before the last round of edits. Failure to complete the final payment before the projects conclusion will result in interest accrual on any remaining balance.

c. Client has the option to pay the total [remaining] amount at any time. Any excess payments made toward a milestone will be credited toward the following payment.

**5. WARRANTIES.** Provider shall provide its Services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in Provider's community and region and will provide a standard of care equal to, or superior to, care used by service providers similar to Provider on similar projects.

**6. TERM.**

a. This Contract will terminate automatically upon completion by the Provider of the Services required by this Contract.

b. This clause ensures that if Client decides to terminate the contract early, they are still responsible for   
paying a portion of the remaining balance to compensate the service provider for the work that was agreed   
upon but not completed (a total of 50% of the remaining back balance); this helps to protect the service   
provider from losing out on potential income and helps to offset any costs associated with ending the   
contract prematurely.

**7. WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, "Work Product") developed in whole or in part by the Provider in connection with the Services will be the exclusive property of theRecipient. Upon [Client's] request, Provider shall sign any and all documents necessary to confirm the exclusive ownership of Client of the Work Product.

**8. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

(a) The failure to make a required payment when due.

(b) The insolvency or bankruptcy of either party.

(c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

(d) The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**9. REMEDIES ON DEFAULT.**In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**10. DISPUTE RESOLUTION.**

a. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

b. Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**11. CONFIDENTIALITY.** Ghostwriter or Provider, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Recipient. The Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

**12. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for or on the third day after mailing if not signed for.

**13. ENTIRE AGREEMENT.** This Contract represents the complete agreement between the parties   
involved and supersedes any other agreements, whether oral or written. Subsequent contracts, due to the   
final word count, will not invalidate the terms of this agreement.

**14. AMENDMENT.** This Contract may be modified or amended if the amendment is made in writing and signed by both parties.

**15. SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any   
reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any   
provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become   
valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so   
limited.

**16. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**17. APPLICABLE LAW.** This Contract shall be governed by the laws of Pennsylvania.

**18. SIGNATORIES.** This Contract shall be signed on behalf of (Insert Client's Name) by (Insert Name, (Insert Title of Client) and on behalf of Holy Creations Comics LLC by Jessy Lynn, President and effective as of the date first above written.

Client:

(Insert Client's Name)

|  |  |
| --- | --- |
|  |  |
| By: s\_Af\_Recipient\_Signer\_Name\_ | Date: d\_Af\_Recipient\_Signer\_Date\_ |

(Insert Client's Name

(Insert Title of Client)

The Provider:

Holy Creations Comics LLC

|  |  |
| --- | --- |
|  |  |
| By: s\_Af\_Provider\_Signer\_Name\_ | Date: d\_Af\_Provider\_Signer\_Date\_ |

Jessy Lynn

President