# A picture containing diagram Description automatically generatedGHOST WRITING AGREEMENT

THIS AGREEMENT is made on [DATE]

BETWEEN:

Insert Name , ("the Ghostwriter")

AND

The Book Dragon, 6 West Row, Stockton-on-Tees, TS18 1BT*,* ("the Publisher")

WHEREBY IT IS AGREED as follows:

**1. Scope of Work**

* 1. The Ghostwriter agrees to provide literary content (“Work”) as per the Project Brief and Delivery Schedule provided, as requested by the Publisher.
  2. The Ghostwriter shall follow the Project Brief provided by the Publisher and submit each completed chapter for review within the agreed upon deadlines provided in the Delivery Schedule.
  3. The Publisher shall bear all expenses related to the editorial, formatting, illustration, publication of the published work in accordance with Term 5 of this Agreement.

**2. Payment Terms**

**2.1** The Ghostwriter will be compensated through a royalty share arrangement based on the sales and distribution of the Work. The specific terms of the royalty share as follows:

* The Ghostwriter will receive a royalty percentage of 60% of the net revenue generated from the sales and distribution of the Work.
* The Publisher will provide royalty statements and make payments to the Ghostwriter on a Quarterly basis.
* Royalty statements will outline the sales and calculation of the royalties due less the Print-On-Demand cost paid by the Publisher.

**2.2** For the Project Brief provided by the ‘Dragon Rider’ (a 3rd party who creates the Project Brief but is unable to write the literary content (Work) as per the Brief) the royalty share percentage will be shared as follows:

* The Ghostwriter will receive a royalty percentage of 50% of the net revenue generated from the sales and distribution of the Work.
* The Dragon Rider will receive a royalty percentage of 25% of the net revenue generated from the sales and distribution of the Work.
* No advanced royalties will be paid to the ‘Ghostwriter’ or ‘Dragon Rider.’

**3. Pen Name**

**3.1** All works written by the Ghostwriter shall be published under the name of ‘Roark Pendragon.’

**3.2** The Publisher shall credit the Work to the pen name in all published editions.

**4. Acknowledgement**

**4.1** The Ghostwriter’s name shall be included in the acknowledgements section of the book, recognising the Ghostwriter’s contribution to the creation of the Work.

**5. Expenses**

**5.1** The Publisher shall bear all expenses related to the production and publication of the Work, including but not limited to editing, formatting, illustration, publishing, and print-on-demand services.

**5.2** However, the funding of expenses is subject to affordability and the budget available for each project.

**5.3** The Publisher holds the right to defer or delay the project until the funds for the project are secured. The funding of expenses may also be raised through sponsorship or other programs.

**6. The Book Dragon’s Commissary Edition Programme**

**6.1** The Publisher agrees to automatically include all Works in the pen name of ‘Roark Pendragon,’ by the Ghostwriter in the Book Dragon’s Commissary Edition Programme.

**6.2** The Book Dragon’s Commissary Edition Programme is a special program designed to promote and distribute selected Works to a targeted audience. The Distribution Agreement for the submission of the Works related to this programme to be signed by both the Publisher and the Ghostwriter.

**6.3** The Author royalty share for the Commissary Edition of the Work shall be split between the Ghostwriter and Publisher with the Ghostwriter receiving 12.5% royalty share of the revenue received.

**7. Copyright and Ownership**

**7.1** The Ghostwriter acknowledges that all rights, including copyright, to the work created under this Agreement shall be solely owned by the Publisher.

**7.2** The Ghostwriter agrees not to claim any ownership rights or authorship credits for the work produced.

**7.3** The Ghostwriter confirms that the work created under this Agreement is their own original work and does not breach any copyright held by any other party.

**7.4** The Ghostwriter confirms that the work has not been created using AI (Artificial Intelligence) or any other automated means.

**8. Confidentiality**

**8.1** The Ghostwriter shall maintain strict confidentiality regarding all aspects of the work, including plot, characters, and any other confidential information shared by the Publisher.

**8.2** The Ghostwriter shall not disclose any confidential information to any third party without the prior written consent of the Publisher.

**9. Deadlines**

**9.1** The Ghostwriter agrees to meet all deadlines provided by the Publisher in the Delivery Schedule, which will be discussed and agreed upon on acceptance of the brief.

**9.2** In the event that the Ghostwriter is unable to meet the deadline, they shall notify the Publisher at the earliest opportunity to discuss possible extensions or alternative arrangements.

**10. Revisions and Modifications**

**10.1** The Ghostwriter agrees to provide reasonable revisions and modifications to the work as requested by the Publisher within the agreed-upon scope and timeframe.

**10.2** The Publisher agrees to provide timely feedback and necessary information to aid the Ghostwriter in completing any revisions or modifications and in meeting the agreed-upon deadline.

**11. Date of Publishing & Marketing Strategy**

**11.1** The Publisher shall have full control and say in deciding the publication and release date of the work.

**11.2** The Publisher shall also have full control and say in developing and implementing the marketing strategy for the work, including but not limited to cover design, promotional materials, advertising, and distribution channels.

**12. Ghostwriter’s Rights**

**12.1** The Ghostwriter shall have the right to purchase author copies of the Work directly from the Publisher.

**12.2** The Ghostwriter may engage in personal sales of the author copies of the Work. These personal sales may include but not limited to, selling copies at events, through personal channels, or through the Ghostwriter’s website. However, it expressly understood that any personal sales made by the Ghostwriter shall be subject to the Publisher’s rights and royalties as outlined in this Agreement less the cost of the print-on-demand fee per copy sold.

**12.3** The Publisher’s rights and royalties shall take precedence over any personal sales made by the Ghostwriter. The Publisher maintains exclusive rights to distribute and sell the Work through designated channels. The Ghostwriter acknowledges and confirms that the Publisher shall receive a percentage of the sales generated from these designated channels as outlined in this Agreement.

**12.4** Notwithstanding the above, the Ghostwriter shall have the right to actively market and promote the Work alongside their own titles. The Ghostwriter may utilise various marketing strategies and platforms to generate interest and increase sales. However, the Ghostwriter shall adhere to any marketing guidelines provided by the Publisher and shall not engage in any marketing activities that may negatively impact the Publisher’s rights or the reputation of the Work.

**12.5** The Ghostwriter shall provide the Publisher with accurate and timely reports of any personal sales made, including the number of copies sold, the price at which they were sold, and any associated expenses. The Ghostwriter shall also account for and remit any royalties due to the Publisher from these personal sales, as specified in this Agreement.

**12.6**  In the event that this contract is terminated by either party or expires, the Ghostwriter shall immediately cease all personal sales of the Work and shall no longer have the right to purchase author copies from the Publisher.

**13. Publisher’s Rights and Royalties**

**13.1** The Ghostwriter agrees to meet all deadlines provided by the Publisher, which will be discussed and agreed upon on acceptance of the brief.

**13.2** In the event that the Ghostwriter is unable to meet the deadline, they shall notify the Publisher at the earliest opportunity to discuss possible extensions or alternative arrangements.

**14. Term and Termination**

**14.1** Either Party may terminate this Agreement with written notice if the other party breaches any material provision of this Agreement.

**14.2** In the event of early termination by the Ghostwriter, the Publisher shall have the rights to the material produced by the Ghostwriter up to the termination date. The Publisher reserves the right to reassign the work including all material produced up to the termination date to another Ghostwriter to enable the completion of the work. In such cases, the Ghostwriter forfeits any claim, including monetary to the completed work.

**15. Governing Law**

**15.1** This Agreement shall be governed and construed in accordance with the laws of the United Kingdom.

**15.2** Any disputes arising out of or in connection with this Agreement shall be exclusively submitted to the jurisdiction of the courts of the United Kingdom.

**16. Entire Agreement**

**16.1** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, understandings, or representations, whether written or oral, relating to the subject matter hereof.

**17. Indemnification**

**17.1** The Ghostwriter agrees to indemnify and hold harmless the Publisher from any claims, damages, liabilities, and expenses arising out of or in connection with the Ghostwriter’s performance under this Agreement, including but not limited to any claims of copyright infringement or defamation.

**18. Amendment**

**18.1** Any amendment or modification of this Agreement must be in writing and signed and dated by both parties.

**19. Severability**

**19.1** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

**20. Waiver**

**20.1** The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or the right to enforce such provision in the future.

IN WITNESS WHEREOF, the parties have executed this Ghostwriting Agreement the day, month and year first above written.

[Ghostwriter Name]

Signature:

The Book Dragon

Kirsty McKay

Business Executive & Founder

Signature: