

Ghostwriting Agreement

This Work for Hire Agreement for Ghostwriting ("Agreement") is effective as of DATE, and entered into by and between the writer set forth in the signature block below, Joseph Kerr of Watchman Writers Collective, LLC ("Writer") and NAME ("Author"). We **AGREE AS FOLLOWS:**

1. Writing: Writer agrees to transcribe a series of messages, condense, edit, proof, and convert to written form the contents of those messages as a manuscript and BOOK as described below and further defined in Exhibit A. Author agrees to supply content to be included in the BOOK and discuss any changes with sufficient time for Writer to rewrite and reformat final draft and final manuscript by above stated due date.

2. Ownership and Assignment of the BOOK:

- a. Writer and Watchman Writers Collective, LLC intend this Agreement to be a contract for services and considers the products and results of the services to be rendered by Writer, hereunder "BOOK" to be a work made for hire.
- b. Writer acknowledges and agrees that the BOOK in whole and individual parts and files (and all rights therein, including, without limitation, film rights, copyrights, ISBNs, and patents) belongs to and shall be the sole and exclusive property of Author.
- c. If for any reason the BOOK would not be considered a work made for hire under applicable law, Writer does hereby sell, assign, and transfer to Author, its successors and assigns, the entire rights, titles, and interests in and to the rights, patents, and ISBNs of the BOOK, and any registrations and applications relating to the BOOK, in all US and foreign markets.

3. Legal & Contracts: This contract assigns all rights and contracts pertaining to the BOOK, its registration, and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the BOOK, 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, to the Author, Name.

Writer agrees to execute all contracts and to perform such other proper acts as Watchman Writers Collective, LLC deems necessary to secure for Author or his designee the rights herein assigned with a print-on-demand publisher. No other publishing parties have been contacted regarding the BOOK, and Writer will not pitch the BOOK to contract publishers, agents, or publicists.

4. Delivery of the BOOK: The Writer will deliver to Author the BOOK by Watchman Writers Collective, LLC on or before the date set forth on the attached Exhibit A (with all illustrations, charts, graphs, reference lists, etc.) in the medium mutually agreed upon for the BOOK in form and content satisfactory to the Writer.

5. Writer's Warranty:

- a. The Writer warrants that it is the sole owner and creator of the BOOK and has full power and authority to make this Agreement; that the BOOK does not infringe any copyright, violate any property rights, or contain any libelous, scandalous, plagiarized, or unlawful material to the best of Writer's or Author's knowledge.
- b. Limited use of Artificial Intelligence (AI) may be incorporated into the BOOK. This may include but is not limited to AI transcribing the spoken and recorded messages that comprise the basis of the BOOK, creating outlines and summaries, researching data points, verifying sources, formatting endnotes, locating quotes or research, and creating various alternate versions of a page, paragraph, or illustration to match the client's voice, style, previous works, or preference.
- c. The Writer will defend, indemnify, and hold harmless Author Name and/or its licensees against all claims, suits, costs, damages, and expenses that Author and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the BOOK or any infringement or violation by the BOOK of any copyright, patent or other intellectual property right. Until such claim or suit has been settled or withdrawn, Author may withhold any sums due the Writer under this Agreement.

6. Consideration: In consideration for delivery of the BOOK in accordance with the provisions of this Agreement, Writer shall pay the Writer the amount shown under Payment Agreements, according to the terms outlined in the attached Exhibit A.

7. General:

- a. This Agreement is governed by applicable federal law and regulations and the law of Florida, Watchman Writers Collective, LLC's domicile state, without regard to any other choice of law provisions.
- b. This Agreement represents the parties' entire understanding concerning the BOOK and supersedes any prior agreements or discussions, written or oral, regarding the same.
- c. This Agreement includes all Exhibits and Addenda and may be modified only by a written amendment signed by the parties 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.
- e. The Writer acknowledges that the BOOK is being ghostwritten for Author, and the Writer shall not claim any copyright or moral rights over the BOOK. Writer grants Author full authority to claim they were the author of the BOOK 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 the BOOK.

f. The Author may, at his discretion, include a reference to Joseph Kerr or Watchman Writers Collective, LLC as the ghostwriter in acknowledgments, credits, promotional material, interviews, media, and PR releases.

8. Dissolution and Binding Arbitration:

In accordance with 1 Corinthians 6:1-8, should any dispute arise that cannot be resolved by the agreeing parties (Writer and Author) or representatives, parties agree to submit to binding arbitration to resolve said dispute. Parties agree not to enter into legal proceedings unless both parties agree that all possible arbitration efforts have been exhausted and that arbitration has failed to resolve said disputes.

This agreement may be dissolved without further obligation, compensation, expense, or legal entanglement by written consent of both parties, their representatives, or assigns. It is binding only to the above-stated BOOK, Writer, and Author as designated in the Ghostwriting Agreement.

EXHIBIT A

Working title (subject to change without amending contract):

Treasures in Heaven: What the Bible Says About Eternal Rewards

Scope of Work:

The estimated BOOK length is **Number** words. Author and Writer agree this is an ongoing series with an undetermined number of potential chapters arising from the teaching. Total chapter, page, or word count is not absolute. If the total word count exceeds **Number**, an addendum to this agreement will be made and signed at the time that is determined. Additional writing, if needed, will be at the per-word rate agreed upon in Payment Agreements.

Delivery date: [DATE] Updated to account for additional content

Payment Consideration: Check, Venmo, or Cash App transfer

Payment Agreements: \$.50 per word estimate of \$25,000 if word count remains within 50,000 for the total project; payable in four parts, as follows:

- **First 25%** due in advance upon signed Agreement.
- **Second 25%** due upon receipt of manuscript first draft.
- **Third 25%** due upon Author's receipt of final manuscript.
- **Fourth 25%** final payment due upon delivery and acceptance of one copy of finished, bound, printed BOOK, and confirmation BOOK is print-on-demand available from Publisher.

Author Compensation: Based on standard 50,000-word count 6 X 9-inch perfect-bound softcover books, the estimated cost is \$5.00 per book if bound by Ingram Spark in the US. The final cost will be determined by the final word and page count and trim size of the BOOK.

Author's compensation is limited to retail proceeds above the Publisher's cost and associated fees. The suggested retail price is **\$PRICE**, but is subject to change at the Author's discretion. International retail prices vary by nation and currency. Distribution is not guaranteed in all nations and is subject to regional distributors' printing capabilities. All costs are subject to price fluctuations.

Initial _____

Joseph Kerr, JK

Author's Name

In Consideration of this Agreement, Writer agrees to provide to Author or his representative, the following:

- a. One finalized formatted first draft Word doc and one PDF of BOOK.
- b. One finalized formatted manuscript Word file and one PDF of BOOK formatted for print. Writer provides digital files only.
- c. One formatted release-ready eBook file in ePub or PDF format for electronic distribution. Author is responsible for posting and/or making eBook downloadable on his platforms or those of promoters, retailers, interviewers, or other organizations at his discretion.
- d. One printed, perfect bound, Advanced Readers Copy (ARC) of the BOOK for final review. ARCs are not considered final work and may receive further edits, corrections, or format changes.
- e. File all publishing agreements, paperwork, and necessary contracts under the Watchman Writers Collective label to be published by the print-on-demand division of Ingram, Ingram Spark ("Publisher"). This includes formatting and preparing book files and securing ISBNs for one print and one eBook. All formats require separate ISBNs, which may be subject to additional writing, formatting, and registration costs. Additional formats require a contract addendum per addition.
- f. Ingram Inc. is solely responsible for the distribution, fulfillment, and delivery of books ordered online or delivered to retail booksellers. Issues arising from damaged or lost books and delivery delays are not the responsibility of Writer. Every possible effort will be made to resolve missing or lost books in an expeditious manner. Author agrees Ingram may make reasonable efforts to resolve order issues.
- g. Writer and Author agree that BOOK availability issues beyond their control may arise, such as supply chain, paper, printing, mechanical, or the dissolution or disruption of the Publisher. In that case, Author authorizes Writer to negotiate with new publisher for further printing and distribution of the BOOK. Prior to printing by new publisher, a new Agreement will be executed and signed by Author and Writer.
- h. Communication, including phone calls, emails, texts, and regular interactions between Author and Writer, as needed to complete the project, make changes, and resolve issues or disputes.
- i. The Writer may, at his discretion and expense, employ third-party editors, proofreaders, or writers to complete the BOOK.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth above and noted below.

_____	_____	_____	_____
Writer, Joseph Kerr	Date	Author	Date