

**KRISTINE GRANT**  
**Inspired Heart, Inc.**  
GHOSTWRITING SERVICE AGREEMENT

Date:

Name of Client:

Dear \_\_\_\_\_

I would like to thank you for the opportunity to provide Ghostwriting Services to “you”. It has been found that a written engagement agreement reduces confusion, clarifies the arrangement and scope of services to be performed and proves mutually beneficial to both parties.

The following are the terms and conditions of our Agreement:

1. This Agreement will not take effect until you return a fully executed copy of this Agreement, along with full payment.
2. As a Ghostwriter, I will act solely in an advisor capacity, providing a written composite of your verbal communications: intents, tone, messages, delivery methods, and so forth. I will not make decisions on your behalf. Any decisions with regard to any of the matters involved in our engagement will remain solely yours and I bear no responsibility for any outcome of your actions or lack thereof.. Any work products that I may provide to you is in draft format for your sole consideration of usability and suitability for your specific situation; such as the ultimate decision of content and selection of words used, message delivery approach, and actual use of such work product, in part or whole.
3. The work product under this engagement is one draft letter, based on the inputs received directly from you and with verbal agreement upon letter review. The total compensation for the work product is, \$ \_\_\_\_\_paid upon receipt of your Inspired Heart letter.
4. Neither termination nor completion of this assignment shall affect (i) any compensation earned by me up to the date of termination or completion or (ii) the indemnification and other provisions in Section 6 hereof, all of which shall remain in full force and effect.
5. This Agreement shall be for an initial period of thirty (30) days, or upon delivery of the final draft work product. Upon termination, all incremental fees incurred through the close of business on the date of termination are due and payable immediately unless other payment arrangements have been arranged in advance.
6. You agree to indemnify, defend and hold harmless, me from and against any and all claims, damages, losses, liabilities, costs or expenses (collectively “Liabilities”), including those resulting from any threatened or pending investigation, action, proceeding or dispute whether or not I am a party thereto, to the extent arising from the performance of services by me pursuant to this Agreement or arising out of the circumstances this engagement or any other matters referred to in this Agreement. “Liabilities” includes my reasonable attorney fees, accountant’s fees and out-of-pocket costs incurred by counsel selected by me and the cost of my professional hourly rate (determined at the then-prevailing hourly rate), which such fees and costs shall be periodically and promptly reimbursed to me as they are incurred. The indemnity in this Section 6 shall not apply where a court of competent jurisdiction has made a final determination, not subject to reasonable further appeal, that I have acted in a grossly negligent manner or engaged in willful misconduct in the performance of such services, under this Agreement which gave rise to the Liabilities sought to be recovered hereunder (but pending any such final determination, the indemnification and reimbursement provisions herein above set forth shall apply and you shall perform its obligations hereunder to reimburse me periodically for fees, expenses and costs as they are incurred as described herein). The provisions of this Section 6 shall survive the termination or expiration of this agreement and shall continue indefinitely thereafter.

7. No medical, legal, coaching, counseling, therapy, or any other such services are being provided within this Agreement. I am only acting as your Ghostwriter.
8. I do not anticipate any future issues to arise between you and me but it is always prudent to provide an amicable process to resolve any that may occur. Therefore, you and I mutually agree to use all reasonable efforts to resolve amicably any controversy or claim arising out of, or relating to this Agreement. In the event any controversy or claim cannot be resolved by agreement both parties mutually agree to submit the matter to binding arbitration in San Diego, California before a neutral arbitrator in accordance with the rules of the American Arbitration Association. The prevailing party in any action and/or arbitration involving this Agreement will also be entitled to an award of reasonable fees, costs and expenses of attorney, accountants, and other professionals and consultants in such action.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed solely in such state by the citizens thereof.
10. The parties agree that this Agreement is severable and that in the event any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected or impaired. Additionally, the parties expressly grant to any court or other entity interpreting this Agreement the power and authority to modify the terms of this Agreement to extent necessary to allow enforcement of this Agreement to the fullest extent allowed by law.
11. The omission of a party to require strict performance of any term or condition of this Agreement in any one or more instances shall not operate as a waiver of that party's right to insist upon strict performance of that or any other term or condition in the future.
12. This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.
13. It is agreed that the draft work product may be used in future books, articles, publications, marketing documents, and so forth by me or any agent associated with me without compensation or future authorizations. All contact information, including names, would be changed.

This Agreement constitutes the entire understanding and supersedes any prior agreements between the Parties. By executing this Agreement, you acknowledge that you had read it carefully and understand all of its terms and that this Agreement cannot be modified, nor can any of the provisions hereof be waived, except by further written agreement signed by each party.

I appreciate the confidence you have expressed by engaging me to perform the services contemplated by this Agreement. If at any time you have questions concerning this Agreement or the progress of our services, please do not hesitate to contact me.

Sincerely,

\_\_\_\_\_  
Kristine Grant

The foregoing terms are approved and accepted as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

City State, Zip Code: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_