

COLLABORATION AGREEMENT
Between Author and Ghost Writer

THE WORK: *ROCK & ROLL MEMOIR, UNTITLED*

1. **The Parties.** XXX, (hereinafter “Author”), residing at XXX, Ian Blake Newhem (hereinafter “Writer”), c/o XXX Literary Management, XXX Ave., NY, NY 100XX, enter into this collaboration agreement under the following terms:
2. **Independent Advice.** The parties have discussed this project fully, and have been advised to be independently counseled concerning their rights under this agreement. They enter into this agreement ready, willing and able to perform their individual obligations fully and in good faith.
 - a. **Responsibilities.** The parties agree to work together in the writing of a memoir proposal (“the proposal”) encompassing the childhood, rise to success, and subsequent struggles of XXX and the band, XXX from 1979 – 2013, and, contingent on sale of the proposal to a publisher, the subsequent book (“the book”) [the proposal and the book shall collectively be referred to herein as “the Work”]. The parties intend to write an autobiography in the first person, about the life of XXX.
 - b. **Writer’s Duties and Responsibilities.**
 - i. Writer will provide the actual writing, shaping, and editorial services for the Work, with the help and support of the Author. Writer understands that the Work must be written in a manner that the author, agent, and prospective book editor(s) feel is a marketable, accessible, and yet professional reflection of the Author’s experiences. Writer shall conduct such research for the Work as the parties agree is necessary. Writer understands that TIME IS OF THE ESSENCE, and that it is imperative that the Work be written according to the time frame set out below. This paragraph is material to this agreement.
 - ii. The Writer will be entitled to safely retain all notes, tape recordings, transcripts, research and other preparatory materials, and drafts of the Work (collectively, the “Materials”) until such time as he has been paid for his services as provided in this Agreement. Upon completion of the Work, or upon termination of this agreement (as set forth below), the Writer shall deliver to the Author all such Materials (including all copies thereof). The Writer hereby recognizes and acknowledges that the Author shall be the sole owner of all Materials from inception.
 - c. **Author’s Duties and Responsibilities.**
 - i. Until the Work has been delivered and accepted by the publisher, Author will not work with any other writer on a book project.
 - ii. While Writer may, from time to time, obtain relevant information in his own ways, in general the Author will provide information in the form of interviews

with himself and individuals he designates or approves, as well as in the form of Author's papers, photographs, memorabilia, anecdotal material, and all reasonable and relevant records. Author fully understands and recognizes the importance to this venture of accessibility to both him and to his materials, and agrees to cooperate fully, and as promptly as possible. This paragraph is material to this agreement.

iii. Author further agrees to provide such photographs and/or drawings as the agent and/or publisher may request for inclusion in the Work, and to bear all expenses associated with acquiring rights to said photos or images, or with making copies suitable for reproduction. All such costs advanced shall be repaid Author from the proceeds of the advance.

d. **Parties' Joint Responsibilities.** Author and Writer shall make available to each other all information and materials that they have which will enable Writer to proceed. The parties shall work cooperatively with each other to provide and develop ideas and text for the Work. The parties shall also cooperate in efforts to secure publication of the Work, and to market other rights to the maximum extent possible.

3. Approvals.

a. **Approval of Manuscript.** After consultation with the Writer, Author shall have final editorial control over the style, presentation, and content of the book; no part of the manuscript will be submitted to the publisher or otherwise used without Author's approval; such approval is not to be unreasonably withheld. Author and Writer agree that in the event that differences of opinion between them arise regarding the suitability of certain material for inclusion in the proposal and/or book, the Author's views will prevail on all matters of content and the Writer's views will prevail with regard to style, including grammar, usage, punctuation, and citation (the latter potentially necessitating a separate fee if the Writer deems it). Should Author nonetheless insist on revising the style of Writer's best effort, and should such revisions result in charges by the publisher in accordance with the publishing contract, Author agrees to be exclusively responsible for these charges.

b. **Approval of Agreements.** Author shall have the sole and final right of approval over the Work in all versions and editions, for all sales, licenses, and /or transfers of the Work, including but not limited to publishing rights, film and television rights, and each and every subsidiary right. Any decisions regarding these rights are not to be unreasonably delayed, and are to be made in good faith. [Amended xx/xx/xxxx: A separate Contract for the film rights, already secured, is attached as a rider to this Agreement).

4. Confidentiality.

The fact that Author and Writer have a professional relationship is not itself confidential. However, Writer hereby acknowledges that this Agreement, its terms, and all Materials, including without limitation, the Proposal, the Work, the drafts, any ideas, information, formats, methods, procedures, programs, data, or other matter which may be disclosed by Author, or

which Writer may learn or observe in the course or scope of his work (Collectively and separately, the “Confidential Materials”) shall be considered private and confidential and/or proprietary trade secrets of Author. The Confidential Materials are made available to Writer in strict and complete confidence, and Writer shall not make any copies of the Confidential Materials, shall not disclose the Confidential Materials to third persons, and shall not use the Confidential Materials at any time except with Author’s prior written permission (or if required to do so under duly executed processes of law). This paragraph is material to this agreement.

5. The Proposal.

a. Writer will use the Information to create a Proposal, which shall consist of the following, and shall be in a form suitable for submission to publishers:

- Project Overview (1-2 pages), setting forth the parameters of the proposed book;
- Narrative chapter outline (1-2 pages per chapter), describing in reasonable detail the arrangement of the book’s chapters;
- Sample chapter or excerpt (5-30 pages), providing a realistic example of sample pages of the text of the book;
- Competing and comparable works (1-5 pages), describing the other books most similar to the proposed book in either subject matter or positioning;
- Marketing platform (1-5 pages), setting forth the Author’s media platform and connections;
- Author (1-3 pages), describing the Author’s qualifications for writing the book; and
- Additional supplemental materials (as needed).

b. The timeline for the creation of the Proposal shall be as follows:

- No later than December 2012: Draft proposal.
- No later than March 2013: Final proposal.

Either party’s failure to meet this schedule will be grounds for termination of this agreement by the other.

6. Termination of the Proposal: In the event that the Writer is incapacitated or breaches a material clause in this Agreement, and the Agreement is terminated by the Author prior to Author’s acceptance of the Proposal, or after acceptance by Author but prior to sale of the Book to a U.S. publisher, Writer shall retain only the percentage of the fee (if any) paid to date which reflects the percentage of the Writer’s work that forms part of the final completed Proposal. If Writer is entitled to be reimbursed for expenses incurred in connection with the writing of the Proposal, Writer shall be so reimbursed. Upon termination, Author shall be free to write a book on this or any subject alone or with another collaborator, and to use any portion of such Proposal for any purpose whatsoever without the written permission or further financial participation of the

Writer. Upon such termination, the parties shall have no further obligations or liabilities to each other. Writer shall have no further claim on any subsequent monies earned by the Work, provided that no portion of the Proposal is utilized in a manner, which directly leads to obtaining a publisher for the Work.

7. **Agent.** XXX Literary Management (and specifically its Employee, XXX), of XXX Avenue, Suite XXX, New York, NY 100XX, will represent the parties in selling all rights to the book and will be paid pursuant to a signed contingency retainer agreement. All statements and payments due under this Agreement shall be made to Author's Agent, who is hereby authorized to collect and receive such monies. The parties do hereby grant that the Author's Agent shall retain a sum equal to fifteen percent (15%) [or, depending on the rights involved, as set forth in the retainer agreement, twenty percent (20%)] of the gross monies accruing under this Agreement, and shall remit to all parties their respective share of the earnings as set forth in this Agreement within fourteen (14) days of receipt of such monies.
8. **Delivery Date of Book.** Before a publishing agreement is signed, Author shall consult with Writer on delivery date of the Book. After the agreement is signed, the writing of the Book will begin, and the parties will work to complete the book in accordance with the time frame established in the publishing contract. Writer shall endeavor to deliver a manuscript at least two weeks prior to the delivery date of the Book. The parties will give priority to their work in order to complete the writing of the book as expeditiously as possible. Either party's failure to meet the publishing schedule will be grounds for termination of this agreement by the other. Each party shall use its best faith efforts to apprise the other (as well as the Agent and the Publisher) of the status of the Work. If either party, in good faith, does not believe that the Delivery Date can be met, the party shall so inform the other, and the Agent and Publisher, as soon as possible.
9. **Writing Procedure.** Writer and Author shall work together in a mutually agreed-upon fashion to create the Work. The Writer shall submit drafts of portions of the Proposal, or drafts of each chapter, for approval and necessary correction as soon as they are completed (or as the parties agree). The Author shall respond in a prompt and timely manner to all sections of the Work submitted for review. If Author advises Writer that the manuscript, or any section thereof, is unacceptable, the Author shall at the same time provide to Writer a written (or, at the parties' discretion, a verbal) statement setting forth the reasons for that determination. Writer shall then undertake to prepare and resubmit a revised manuscript or section that attempts to deal with those reasons on a schedule in keeping with the delivery date required by the publisher. Author shall again advise Writer whether such revisions are acceptable. If the parties are unable to agree upon a mutually acceptable manuscript, even after it has been revised in accordance with the foregoing and after further consultation with the agent and editorial representative of the contract publisher, the parties' relationship hereunder shall thereupon terminate according to the terms set forth below.
10. **Division of Proceeds.** All net proceeds (net only of agency commissions and agreed-upon expenses) from the book and all subsidiary rights emanating from the book will be shared by the parties in the following manner:

- a. The parties will divide all proceeds (including all advances, royalties, and subrights):
60% to Author; 30% to Writer; 10% to XXX (A finder's fee agreed upon by the Parties).

11. **Division of Expenses.** For the purposes of this agreement, "Expenses" will include any out-of-pocket cost associated with the project. Expenses include, but are not limited to, travel, phone calls, faxes, copying costs, postage, transcripts, and so forth. Author agrees to reimburse Writer for reasonable expenses incurred which are under \$25.00. Author must approve all additional expenses before the expense is incurred. Because phone and fax costs may exceed \$25.00, Writer is explicitly authorized up to \$50.00 for monthly phone and fax bills only. Writer will submit copies of such phone bills to Authors when requesting reimbursement for such expenses.

12. **Copyright.** Author and Writer will share the copyright to the book, and to all rights emanating from it.

13. **Credit.**

Both parties will be listed on the cover and title page of the book format edition of the Book, and on all derivative works and in connection with the exercise of all subsidiary editions or versions, in substantially the following form: By Author AND Writer. If Writer fails to complete his work and this contract is terminated prior to completion of the book, his credit, if any, will be determined in accordance with the termination provisions of this agreement.

14. **Writer's Copies:** Author shall provide Writer with ten (10) copies of the published book.

15. **Dispute Resolution.** Any dispute or claim arising out of or relating to this agreement or any breach of this agreement shall be submitted to arbitration by a mutually agreed upon arbitrator in accordance with the rules of the American Arbitration Association. The parties will abide by all decisions of the arbitrator, including the cost of the arbitration. Judgment on the award may be entered in any court having competent jurisdiction.

16. **Termination.**

- a. **Termination by Author.** The Author may terminate this Agreement by written notice as follows.

- i. If the following events occur, Writer shall immediately return to Author all amounts previously paid to Writer under this Agreement and shall not be entitled to any other compensation:

1. Writer fails to deliver the manuscript or any requested revisions thereof within the periods set forth above (unless such failure is due to Author's failure to make himself available, or due to a good faith delay to which Author and/or Publisher has agreed); and/or
2. Writer breaches any material provision of this Agreement, and fails to cure such breach within thirty (30) days after notice from Author.

- ii. if all or any portion of the Work (including revisions, if any) is not satisfactory to Author in form or content, the Author shall first submit the Work to the Publisher

(or to the Agent, if the Proposal has not yet been sold to a Publisher) for their opinion. If in the Publisher's (or Agent's) opinion the Work is not satisfactory, the Writer shall immediately return to Author all amounts previously paid to Writer under this Agreement and shall not be entitled to any other compensation under this Agreement. If in the Publisher's (or Agent's) opinion the Work is satisfactory but the Author does not in best faith believe that the Work is satisfactory, this Agreement shall terminate, and the Writer may retain the amounts previously paid to him under this Agreement, but shall not be entitled to any other compensation under this Agreement. The Writer may be entitled to additional compensation (and credit) if the final Work published consists of at least 25% of material created by the Writer (and if the Writer wishes to be included in the credit). In such a situation, Writer shall be entitled to receive a "kill fee" of \$X,000, plus a pro-rata share of the advance for the Book which otherwise would have been payable to Writer had this Agreement not been terminated. Such pro-rata share shall be based upon the percentage of the finally published Book consisting of material as specifically written by Writer. However, Writer shall receive byline credit only if at least half of the finally published Book consists of material created by Writer and if Writer wishes to be included in the credit. In the event Author and Writer are unable to agree on what percentage of the finally published Book consists of material created by Writer, the issue shall be submitted to the American Arbitration Association, and the decision of the arbitrators shall be final.

- iii. If Author informs writer that he has decided not to proceed with the Work, Writer shall retain the amounts previously paid to Writer under this Agreement. If the final Work is eventually published within five (5) years from the date of termination, and if the Work consists of at least 25% of material created by the Writer, Writer shall receive a pro-rata share of the additional percentage of fees that Writer would have received had the Author not cancelled this Agreement. Such pro-rata share shall be based upon the percentage of the finally published Book consisting of material as specifically written by Writer. However, Writer shall receive byline credit only if at least half of the finally published Book consists of material created by Writer and if Writer wishes to be included in the credit. In the event Author and Writer are unable to agree on what percentage of the finally published Book consists of material created by Writer, the issue shall be submitted to the American Arbitration Association, and the decision of the arbitrators shall be final.
- iv. If the Publisher finds the Writer unsuitable for the Work, the Author shall pay the Writer a "kill fee" of 15% of the initial gross (i.e., not including expenses or the agent's commission) sale of the Work, or the monies that the Writer would have received had the Publisher not found the Writer unsuitable, whichever is greater.

b. **Termination by Writer.** The Writer may terminate this Agreement by written notice if the Author breaches any material clause of this contract, and after Author fails to cure

such breach within thirty (30) days after notice from Writer. In this situation, Writer shall be entitled to retain all monies paid by Author to date. In addition, if the final published Work consists of at least 25% of material created by the Writer, Writer shall receive a pro-rata share of the additional percentage of fees that Writer would have received had the Writer not cancelled this Agreement. Writer shall be entitled to receive a pro-rata share of the advance for the Book which otherwise would have been payable to Writer had this Agreement not been terminated. Such pro-rata share shall be based upon the percentage of the finally published Book consisting of material as specifically written by Writer. However, Writer shall receive byline credit only if at least half of the finally published Book consists of material created by Writer and if Writer wishes to be included in the credit. In the event Author and Writer are unable to agree on what percentage of the finally published Book consists of material created by Writer, the issue shall be submitted to the American Arbitration Association, and the decision of the arbitrators shall be final.

c. Termination Due To Death or Disability.

- i. This Agreement shall terminate automatically if Writer dies prior to delivery of the complete manuscript satisfactory to Author and the Publisher. If Writer's death occurs prior to his delivery of one-half of the manuscript satisfactory to Author and the Publisher, Writer's Estate shall retain that portion of the amount paid to him on execution of the Publishing Agreement equal to that percentage of the first half of the manuscript completed by him prior to his death. If Writer's death occurs following delivery of the first half of the manuscript satisfactory to Author and the Publisher but prior to his delivery of any chapters of the second half of the Manuscript, Writer's Estate shall retain the entire amount paid to him on execution of the Publishing Agreement. If Writer's death occurs after his delivery of one-half of the manuscript satisfactory to Author and the Publisher and after his delivery of one or more chapters of the second half the manuscript but prior to his delivery of the entire manuscript satisfactory to Author and the Publisher, Writer's Estate shall be entitled to retain that portion of the total payments made to him upon execution of the Publishing Agreement and acceptance of one-half of the manuscript equal to that percentage of the entire manuscript delivered by him prior to his death. In the event of any termination under this subparagraph, Writer's Estate shall return any amount received by Writer that is in excess of the amounts that he is entitled to retain under the preceding provisions of this subparagraph. If the Work is ultimately published, and if at least twenty-five percent (25%) of the Work as published consists of material written by Writer, then Writer (or his Estate) shall be entitled to receive (i) that portion of the compensation he would have received had he had completed the entire Work to the satisfaction of Author and Publisher equal to the percentage of the Work as published that consists of material written by Writer, less (ii) the compensation previously received by Writer under this Agreement. "Material Written By Writer" shall not include any material contributed by Author himself or any third party, but it shall include any substantial rewriting of such material by

Writer.

- ii. This Agreement shall not be terminated by reason of Author's death, but his executors, administrators or heirs shall have all of the rights under this Agreement that Author had while alive, including the right to terminate under any of the relevant clauses of subparagraph A above.
 - d. **Failure to Sell.** If the Agent fails to secure an acceptable publisher for the book within eighteen months after the date for revisions in the proposal are completed, the Author may terminate this agreement. Upon such a termination or any termination hereunder, Author will have all rights, including sole ownership of the copyright, in any book proposal or other material used in connection with the creation or preparation of the book, unless otherwise agreed to in writing by Author.
17. **Representations and Warranties:** The Parties each represent and warrant to the other that: i) their respective contribution to the Book will be original and will not infringe any copyright or other proprietary rights of any third party; ii) their respective contributions to the Book will contain no matter that is libelous, obscene or otherwise contrary to law; iii) that they have the full power to enter into this Agreement; and iv) they have not heretofore made, and will not hereafter make, any contract or commitment contrary to the terms of this Agreement or in derogation thereof.
- a. **The Author hereby warrants** that all of the materials provided by Author are and will be wholly original with Author (unless identified otherwise by Author), have not been previously published or copied in whole or in part from any work (unless identified as such by Author), and are not the subject of any pending litigation and have not been previously assigned, pledged or otherwise encumbered.
 - b. **The Writer hereby warrants** that Writer: i) is a professional, knowledgeable in the art of writing books and other journalistic works, familiar with the English usage, syntax and grammar; ii) has the full right and power to enter into the Agreement, to perform all of his obligations hereunder and to grant the rights herein granted; iii) until the complete and satisfactory final Manuscript for the Work is delivered and accepted by the Publisher, Writer will not make any commitments of any kind which will or might conflict or interfere with the performance of his obligations hereunder; iv) except to the extent provided by Author, all of the Materials are and will be wholly original with Writer, have not been previously published or copied in whole or in part from any work (unless identified as such by Writer); and v) are not the subject of any pending litigation and have not been previously assigned, pledged or otherwise encumbered.
18. **Indemnification.** Each party hereby indemnifies and holds the other harmless from any and all claims, demands, suits, costs and expenses (including reasonable attorneys' fees) arising out of the breach by either party of any of the representations, warranties and undertakings each party is making and giving in this Agreement. Author and Writer hereby acknowledge that each party hereto is liable only for its acts in regard to the preparation and completion of the manuscript for the Book and not for any content that is deleted or added by others. Each party shall promptly

notify the other in writing upon receipt of a claim which might give rise to liability pursuant to the "Representations and Warranties" paragraph above, and each party shall be entitled to participate in the defense of such claim through counsel of its choice.

- 19. **Relationship of Parties.** Nothing in this agreement shall be deemed to create a partnership, joint venture, agency relationship or employment relationship between the parties.
- 20. **Term.** The term of this agreement shall be the term of the copyright of the book, unless terminated pursuant to another provision of this agreement, or agreed to in writing by both parties.
- 21. **Assignment & Binding Effects.** This agreement may not be assigned or otherwise transferred in whole or in part by either party, without the prior written consent of the other, and shall benefit and bind the heirs and personal representatives of the parties.
- 22. **Forum.** This agreement shall be subject to the laws of the State of New York. The parties agree to be bound by the jurisdiction of New York.
- 23. **Facsimiles and Scans.** Facsimile and scanned copies of this agreement shall serve as originals.
- 24. **Entire Understanding.** This agreement constitutes the entire understanding of the parties and may be modified only by written statement executed by all parties.

Signed:

AUTHOR:
XXX

WRITER
Ian Blake Newhem

Date

Date

For XXX Literary Management:

AGENT:
XXX

PRESIDENT
XXX

Date

Date