

SHORT AND SWEET WRITERS

Date:

Between us: Short and Sweet Writers
and you: [customer name]

We always do our best to meet your needs and your goals, but it is best to have a few simple things written down so that we both know what is what, who agrees to do what and when, and what happens if something goes awry. In this contract there aren't complicated legal terms or large passages of unreadable text. There are no tricks, and we don't want you to sign something that you might later regret. We want what's best for the safety of both parties now and in the future.

In short:

You [customer name] are hiring us, Short and Sweet Writers, located at 8210 Gabriel's Bend Drive, Raleigh, NC, to [project name] for the estimated total price of [total] or hourly price of [rate] as outlined in our previous correspondence.

What do both parties agree to do?

- You agree that you have the power and ability to enter into this contract on behalf of your company or organization.
- You agree to provide us with what that we need to complete the project including text, images, research, access to you, and other information as and when we need it and in the format that we need.
- You agree to review our work, provide feedback, and sign-off approval in a timely manner. Deadlines work two ways and you will also be bound by any dates that we set together.
- You also agree to stick to the payment schedule set out at the end of this contract.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way, we will endeavor to meet all the deadlines set but we can't be held responsible for a missed launch date or a deadline if you have been late in supplying materials or have not edited, reviewed, or approved of our work on time at any stage.

We will maintain the confidentiality of any information that you give us.

The Nitty Gritty

Content Writing

We will write custom, original text according to your specifications in the tone and voice you prefer.

This contract includes the following service from us:

- We will write a project proposal that defines the direction and scope of the project.
- Once this is approved by you, we will draft an outline of the project with our thoughts and ideas for your input and review.
- From there we will submit a written draft crafted from the approved outline. This will be submitted to you for the normal rounds of edits and minor revisions that we will input and submit as a finished text.
- Sometimes inspiration strikes mid-project, and if this happens, we will submit all new creative thoughts and ideas to you before acting on them.

The estimated/quoted prices at the beginning of this document are based on the number of hours/days that we estimate that we'll need to accomplish everything that you have told us you want to do.

Changes and Revisions

We know from experience that fixed-price contracts may feel confining to you, as you may feel limited to your first idea about the direction and scope of the project. We don't want to limit your ideas or your opportunities to change your mind.

If you would like to make substantial changes along the way, expand the scope of the project, add extra pages, or change the entire direction of the project, that isn't a problem for us. For the additional time we spend, you will be charged the daily rate/per page/per hour rate set out in the estimate we provided. We simply ask you to put requests in writing so we can keep track of changes.

If you change your mind about completing the project, you will pay us in full for all of the work that we have produced to that point, and you may then cancel this contract.

Images and Formatting

We *may* be brilliant artists and designers, but we're not responsible for page design or locating and inputting any images unless we specify it in the original estimate.

We'll be happy to help though:

___ In addition to the original estimate, we will charge you at [price] per hour for *basic* formatting and image research.

or

___ We will contract with our preferred graphic designer on your behalf: Bogdan Oprisan of A Fresh Image. We will provide you with his fee schedule and you agree to pay his fees directly.

Information Supply

You will supply us any images, research, and text in an electronic format.

Fees that we accrue for research materials will be itemized on the invoice.

Legal stuff

Text is frequently passed around through many people and contractors as it is transformed from plain text to the designed, completed product. Once the project leaves our hands we can't guarantee that it will remain error-free, and so we can't be liable to you or any third party for damages, including lost profits, lost savings, or other incidental, consequential, or circumstantial damages arising out of reprinting, reposting, or redesigning, even if you have advised us of the possibilities of such damages.

If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Deep breath. Almost finished.

Copyrights

Permission

You guarantee to us that every element of the text, graphics, research, designs, and trademarks that you provide to us for inclusion in the project are accurate and are either owned by your honest self, you have received permission to use them, and/or they are properly cited.

Ownership

When we receive your final payment, copyright and ownership is automatically transferred to you. You will own the total product including intellectual

property rights, text, graphics, and other data (unless someone else owns them), **for your own use only.**

We will give you a copy of all files, and you should store them in a *really, really* safe place because we will not keep a copy forever.

Confidentiality

Some clients want strict confidentiality, and some don't care if we share. Our common practice is to refrain from talking about our clients, their projects, or their ideas to our friends and family even after the project is finished.

So that we are in agreement, please mark how you wish for us to proceed:

___ We understand that this is a confidential ghostwriting project. We know how to keep a secret, and we agree to keep yours. We will not use or refer to any part of your project in our portfolio or brag about the project on websites, in magazine articles, to family or friends, or in any media without your written consent.

Or

___ We love to show off our work and share what we have learned with other people, so we reserve the right to display and link to your completed project as part of our portfolio and to brag about the project on websites, in magazine articles, and other media.

Payments

As a small business owner and entrepreneur yourself, we are sure that you understand how important it is that you promptly pay the invoices we send you. We're also sure that you don't want us to starve, so you agree to stick tightly to the following payment schedule.

[Payment schedule]

The dreaded small print

You cannot transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of United States courts.

- - - the dotted line - - -

Signed by and on behalf of [company name]

Signed by and on behalf of [client name]

Date [date]

Everyone will sign above and keep a copy for her own records.