

**This is what a letter of agreement might look like for a client who “just wants to talk” and have *lifewriters.ca* manage every aspect of the project.**

**Lifewriters.ca**

Memoirs, Family and Corporate Histories

Voice: 604.864 9152

Toll-free: 1.800.864.9152

Email: info@lifewriters.ca

## **(Sample) Letter of Agreement**

30 March 2018

Shirley Doe  
12301 Shediac Street  
Surrey, B.C.

Dear Ms. Doe,  
Thank you for considering my services.

### **I. PROJECT DETAILS**

A “life story / personal history” book about you that includes your work career and your family from your birth until present. It will also contain any information you supply about your siblings, parents, grandparents, and other relatives and forebears. The material for the manuscript will be drawn from audio-recorded interviews with you and one with your brother George as well as any documents, memorabilia, correspondence, research and additional writing that you provide. It will all be told in the first person — by you, in your “voice.”

The intended audience includes family members, friends of the family, and anyone else who might be interested. You plan to have a professional designer design a cover and the inside text, which will include photos and other memorabilia. You plan to privately publish (self-publish) 100 copies or so of the book in a format yet to be determined.

You wish to have the finished books in hand by May 15, 2019, for your 70<sup>th</sup> birthday celebrations.

The word count of the completed manuscript will not exceed 60,000 words.

\_\_\_\_\_ *You have a story. We can help you tell it.* \_\_\_\_\_

PMB 107, PO 8000, Abbotsford BC V2S 6H1 Canada

### **My services will include:**

- Serving as overall project manager. This includes:
  - Responsibility for the management of the project
  - Developing schedules and deadlines and ensuring that they are adhered to
  - Contracting and liaising with the book designer to design the covers and the inside pages
  - Contracting and liaising with the printers — Friesen's Press in Manitoba or Island Blue Printorium Bookworks in Victoria — to print and bind your books according to your specifications and deliver them to the address that you provide
  
- Interviewing, writing, and editing. This includes:
  - Preparing you for the interviews. This includes: a 60-minute preliminary interview with you in which you give me an overview of your life; a biographical questionnaire; and before each interview, a set of questions / topics to help you prepare
  - A maximum of 10 hours of audio-recorded interviews with you at your residence. Unless otherwise agreed, each session will last 60 minutes.
  - A one-hour audio-recorded telephone interview with your brother George in Calgary
  - Transcription of the 11 hours of interviews
  - Data entry of excerpts of letters and documents that you provide
  - Developing a chapter outline for you to approve
  - Four hours of research and general fact-checking
  - Editing the interview transcriptions and excerpts of letters and documents and incorporating them into a ghostwritten narrative in the first person, maintaining a voice and tone that is identifiably yours
  - Helping identify and avoid problems related to copyright, libel, invasion of privacy, or plagiarism
  - Ensuring that sources are acknowledged
  - Presenting you with a first draft and incorporating your requested changes
  - Presenting you with a second draft and incorporating your requested changes (You have three opportunities to review the draft and make changes.)
  - Developing a style guide and copyediting the manuscript
  - Submitting a final, polished, error-free copy of the manuscript to you, ready to be formatted and designed for print
  
- Book Production. These services will be provided by me and / or the designer:
  - Helping you choose images for the book (photos, news reprints, and other memorabilia) and helping you write captions
  - Helping you develop a book title and front and back covers

- Helping you develop a back cover promotional blurb, copyright / credit page, an acknowledgements page, and a preface
  - Helping you obtain an ISBN if necessary
  - Providing you with sample book designs to choose from
  - Providing you with two opportunities to review the book design and covers and suggest changes
  - Taking a thumbnail “author” photo for the back cover
  - Proofreading the designed book just before it goes to press
- Providing you with an 11 x 17-inch full-colour promotional poster to use for advertising the book launch. Providing you with 10 copies.
  - A maximum of 15 meetings with you at your residence. Most of these will be used to record your life overview and the 10 hours of interviews. The remaining visits may be used to help you select excerpts from documents or letters, discuss revisions to the manuscript, choose photos and memorabilia for inclusion, help you write photo captions, and discuss design and printing options.
  - Unlimited consultation, discussion, and coaching with you during business hours via email, regular mail, skype, or telephone for the duration of the project.
  - Maintaining an amicable relationship with you. ☺

## II. PROJECT SCHEDULE

- **Before the first interview:**
  - Within one week of receiving a signed and initialled copy of this Letter of Agreement along with payment for the deposit, I will contact you to arrange to record a 60-minute overview of your life.
  - One week after that, I will provide you with a biographical questionnaire to complete and some other preparatory material.
  - Within one week of receiving the completed questionnaire, I will contact you to arrange the first interview.
- You will be out of the country May 15 – 31.
- Interviews should ideally be spaced seven to 14 days apart. A few days before each interview, I will send you questions and topics in order that you can prepare. Interviews can last between 60 and 90 minutes, whatever is most comfortable for you.
- No later than three weeks after the last interview, I will provide you with a chapter outline for your consideration.
- **A tentative timeline**
  - April – August 2018. Interview preparation, interviews, gathering of additional written material.
  - September – November 2018. First draft of manuscript written.

- December – January 2019. Manuscript is revised and copyedited. Photos and memorabilia selected, captions written
- February – March 2019. Book and covers are designed. Final proofread
- April – May 10, 2019. Books are printed, bound, and shipped
- It is understood and agreed upon that a May 15, 2019 completion date for this project is contingent upon you making it a priority and committing to timely turnarounds etc.

### **III. FEE**

**\$16, 460.00 plus applicable taxes (GST).**

**This fee includes:**

- Minor expenses (Office supplies, long distance telephone and email, etc.)
- All services and products described under “Project Details”
- Unlimited Canada Post mail and couriers

**This fee does not include:**

- Book and cover design costs. The designer will invoice you for his services.
- Printing and binding costs. The printer will invoice you separately for his services.
- Interviews with third parties other than George.

**This fee is firm. It will not change** unless you change a significant aspect of the project.

For example:

- You request more than 11 hours of interviews.
- You request that I interview third parties in person or by phone.
- You request additional meetings at your residence.
- You request additional background research.
- You request more than three revisions of the manuscript.

Acceptable forms of payment include cash, cheque, Interac E-transfer, paypal, and credit card.

A 2.65% surcharge will be applied to all paypal and credit card payments.

This quote is valid until June 1, 2018.

#### IV. FEES FOR ADDITIONAL SERVICES

You may request that I provide additional services for you. Fees for additional services will be discussed and agreed upon before beginning. **There will be no surprises.**

- **Additional Interviews.** \$1,000 per additional hour, minimum one hour and then billed in 15-minute increments. This includes: travel expenses to your residence, interview preparation, transcription services, writing and editing, incorporating any revisions you request, copyediting, and proofreading.
- **Additional meetings at your residence.** \$150 for up to two hours. This includes travel expenses.
- **Surcharge for manuscript in excess of 60,000 words.** \$150 per 1,000 words or portion thereof. For example, if the final manuscript is 74,500 words, I will invoice you a surcharge of \$1,500.
- **All other services:** \$60 per hour plus any travel expenses (\$.50 per km.)
- Fees for additional services will be invoiced monthly. Applicable taxes (GST) will be added.

#### V. SCHEDULE OF PAYMENT

My policy, like that of many writers for this type of project, is to receive my fee in installments. **(These figures include GST.)**

1. A non-refundable deposit of \$1,050 is due upon signing this Letter of Agreement. This allows me to begin work on the pre-interview materials and reserve time in my work schedule for this project.
2. A monthly payment of \$1,248.69 will be due on May 1, June 1, July 1, August 1, September 1, October 1, November 1, December 1, 2018, January 1, February 1, March 1, April 1, and May 1, 2019. (13 payments, a total of \$16,232.99)

Please read the **Terms and Conditions** on pages 7 and 8.

If everything seems in order, please initial each page and sign the form on page 9 of this letter. (Keep one copy for your records.) Return the letter to me with a cheque for \$1,050. This enables me to begin preparations for the interview process.

I look forward to working with you on this project. If you have any questions or concerns, please let me know.

(signed)

Philip Sherwood  
Sherwood Communications (doing business as *lifewriters.ca*)  
GST # 870263803RT

SAMPLE

## Terms and Conditions

### Revisions

Revisions will be completed promptly and at no additional cost **providing** that they are not based on a significant change in the project that is made **after** I submit the draft.

### Expenses

You will not be charged for any minor, out-of-pocket expenses. If a chargeable expense is necessary, I will notify you *in advance* for approval.

### Invoicing

I will send an invoice each month, payable upon receipt. (See "Schedule of Payment")

### Cancellation

At any time, you have the right to terminate the agreement or put the project on hold, upon written notice to me. In such an event, you will compensate me for hours worked on the project through the time and date of cancellation, plus any out-of-pocket expenses incurred by me.

Compensation is based on the following scale (add GST):

- \$1,000 if you have signed a Letter of Agreement, but I have not started the interviews.
- \$550 per hour of interview completed. (For example, if the project is cancelled after 6 hours of interviews, \$3,300 will be due.)
- 75% of the quoted fee if I have completed the interviews but not submitted a first draft.
- 80% of the quoted fee if I have submitted a first draft.
- 85% of the quoted fee if I have submitted a second draft.
- 90% of the quoted fee if I have submitted a final copyedited draft to you, ready for design.

It is understood and agreed upon that if, for any reason, there is a period of 45 days of inactivity on your part, the project shall be deemed to be on hold. I will then invoice you for any outstanding fees.

In case of cancellation by either party, upon payment of applicable invoice I will furnish you with all files and materials that pertain to this project.

**Errors and omissions**

I will make every effort to ensure that that the copy is free of omissions and errors — including errors in spelling and content — but cannot warrant this. Please review the copy thoroughly before committing it to publication.

**Computer Viruses**

I use a current version of Microsoft Essentials Security and scan all files before sending copy by email or flash drive. Although this has proven effective, I cannot guarantee files will be virus-free.

**Copyright**

The copyright for the material that I write shall be automatically transferred to you upon full payment of applicable invoice.

**Acknowledgement**

You agree to include the following credit line on the “credit / copyright” page of your book. “Project management, editorial services, and additional writing provided by Philip Sherwood of lifewriters.ca. Tel 1.800.864.9152”

**Promotional Copy of Book**

You will provide me with one copy of your book free of charge. I have your permission to use it to promote my writing and editing services, including placing an image of the cover and a few sample pages on the portfolio page of my website.

**Indemnity**

Shirley Doe agrees to protect, indemnify, and keep Philip Sherwood harmless from any loss, damage, liability or expense, including attorney’s fees, that may arise due to any damage to person or property caused or alleged to have been caused by this book project in connection with the operation of this agreement. Specifically, Ms. Doe shall hold Mr. Sherwood harmless against any liability anywhere in the world, including liability arising from copyright infringement and libel that results in any way from her use of his writing services and counsel on this project. If necessary, Mr. Sherwood agrees to work with Ms. Doe’s legal advisor to ensure that copy complies with applicable laws and regulations.



**Authorization**

**Project:** Lifestory / personal history book of the life of Shirley Doe.

**Client:** Shirley Doe, 12301 Shediac Street, Surrey B.C.

**Fee:** \$16,460.00 plus applicable taxes (GST).

(Please initial each page of this agreement. Complete the portion below and return this Letter of Agreement along with a cheque for \$1,050. Retain a copy of this letter for your records.)

Make cheques payable to “Sherwood Communications.”

Please mail to:  
Sherwood Communications  
PMB 107, P.O. Box 8000  
Abbotsford, B.C. V2S 6H1

\*\*\*\*\*

Philip,

I have read your Letter of Agreement of 30 March 2018. I understand the terms and agree with them, and I have initialled each page. I authorize you to proceed with this project for the above-quoted fee. Please find a cheque enclosed for \$1,050.00, which represents the agreed-upon advance.

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date