

(A Sample Letter of Agreement for manuscript preparation)

(Sample) Letter of Agreement

10 March 2011

Mr. John Doe
850 Eighth Avenue West
Vancouver B.C. V5X X5X

Thank you for considering my services.

Project details

The manuscript for a “lifestory / memoir” book, giving an account of your life. The manuscript will not exceed 75,000 words.

The material for the manuscript will come primarily from interviews with you. It will also be drawn from any writing that you have completed and any other documents, memorabilia, and correspondence that you provide. It may also come from additional research as directed by you. It will all be written in the first person — by you, in your “voice.”

The primary intended audience includes family members and friends of the family. Those interested in your life and career will also find it informative. At this point you plan to privately publish (self-publish) the book in a format yet to be determined.

My services will include:

- Serving as Project Manager.
- Unlimited consultation, discussion, and coaching with you via email, fax, regular mail, or telephone (at my expense) during business hours for the duration of the project.
- Maintaining an amicable relationship with you and your family. ☺

Interviews and Research

- Pre-interview preparation and consultation. This includes: providing you with some pre-interview question sheets to complete; two one-hour telephone interviews to discuss the completed question sheets, establish the parameters of the interviews, and generally learn more about you and your life; and canvassing family members for topics they’d like to see covered.

- Preparing you for each interview with written questions in advance.
- Up to ten-and-a-half hours of audio digital interviews with you at your residence. These will be completed in seven 90-minute interviews, one per week for seven weeks on the dates specified in “Project Notes.” You may choose to include interviews with others in the allotted interviews. Additional interviews (in excess of the allotted time) with you or anyone you designate are available for a supplementary fee.
- Transcription of the recorded interviews.
- Not more than six hours of copy typing of portions of any letters and documents that you provide for the narrative. Additional work will be invoiced at my hourly rate.
- Six hours of organizational meetings at your residence.
- Collaborating with you to choose excerpts of correspondence and other documents to include in the manuscript.
- Twenty hours of general research. This includes fact checking and research of a general nature and for background context material. It may also include helping you choose excerpts of documents for use in the book.

Editing and Writing

- Providing you with a proposed chapter outline for the book to approve.
- Editing of the transcripts of the interviews and existing draft material.
- Incorporating portions of any letters and documents that you provide into the narrative.
- Writing any background material to help the reader make sense of the times in which you lived. For example, a sidebar of a few hundred words on the Depression.
- Fashioning a narrative in the first person that reads smoothly, engages the reader, and maintains a voice and tone that is identifiably yours.
- Any additional writing required (ghostwriting) and fact-checking of a general nature.
- Helping identify and avoid possible legal problems, such as libel, invasion of privacy, or plagiarism.
- Ensuring that sources are acknowledged.
- Providing you with a first draft.

Revising

- Making any revisions that you request. Furnishing you with a second and third draft of the manuscript as necessary and making any changes you request. It is understood that any revisions will be returned to me not more than ninety days after a draft is submitted.
- Working with you to create a book title.
- Copyediting and proofreading of the final manuscript, once you have approved it.
Developing a style guide.
- Submitting to you a final, polished, print copy of the manuscript, formatted to professional publishing standards, as well as an electronic version on CD.

Project notes

- You retain complete editorial control over the manuscript.
- The interviews will begin March 31 and continue weekly (April 7, 14, etc.). You may reschedule an interview or appointment with twelve-hour notice without penalty.
- This Letter of Agreement is for a manuscript that does not exceed 75,000 words, as determined by the Microsoft Word count on my computer. If it exceeds this word count, an additional fee will be charged. (See “Fees for additional services.”)
- I will furnish you with three drafts of the manuscript. This means that you have three opportunities to review the manuscript and make changes, additions, and deletions. If you require additional drafts, an additional fee will be charged. (See “Fees for additional services.”)
- It is understood and agreed that the manuscript text will be completely finalised before it is sent to design.

Fee

\$14, 880.00

This fee includes:

- Minor expenses (Office supplies, long distance telephone, fax, email, etc.)
- All services described under “Project Details.”
- Travel expenses for thirteen visits to your residence or anywhere else you designate in the Metro Vancouver area.
- Not more than twenty overnight Canada Post xpresspost envelopes.

This fee does not include:

- Formatting, layout, or book design work of any kind.
- Choosing photos or other memorabilia and visual elements for inclusion in the book.
- Obtaining permissions for use of copyrighted material.

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

For example:

- You request more than ten-and-a-half hours of interviews.
- You request additional organizational meetings at your residence.
- You request additional research.
- You ask me to obtain copyright permissions from third parties.

Fees for additional services

In the course of this project, you may ask me to provide additional services. Any fee for additional services will be discussed and agreed upon before beginning. **There will be no surprises.**

- **Additional Interviews (in person).** \$700.00 per hour of interview (minimum one hour), billed in 15-minute increments. (This includes: interview preparation, travel time and expenses, the interview, transcription, writing and editing, fact-checking, and any revisions you request.)
- **Telephone interviews:** \$500.00 per hour, billed in fifteen-minute increments. (This includes: long distance charges for calls within North America and Europe, interview preparation, transcription, writing and editing, fact-checking, and any revisions you request.)
- **Manuscript in excess of 75,000 words** (as determined by the “word count” feature in Word for Windows). \$150.00 per one thousand words or portion thereof. For example, if the final word count is 83,561 words, I will invoice you an additional \$1,350.00.
- **Additional drafts.** This agreement stipulates that you have three separate opportunities to review the manuscript and request changes. If you desire additional revisions, i.e., a fourth draft, I will invoice you at an hourly rate of \$45.00 for the time I spend preparing it and making the revisions.
- **Additional meetings at your residence.** \$125.00 per one-hour meeting. This includes travel expenses. Additional hours will be invoiced at \$30.00 per hour.
- **Travel expenses for other trips:** \$100.00 per round trip to Metro Vancouver.
- **All other services:** \$45.00 per hour. (Additional research, sorting through documents, obtaining permissions, developing a marketing plan, etc.)
- Fees for additional services will be invoiced monthly.

Schedule of payment

My policy, like that of many writers for this type of project, is to receive my fee in several instalments. For this project, payment can be made in four instalments.

1. One quarter of the fee is due when this Letter of Agreement is signed and before I start work. (In this case, \$3,720.00).
2. One quarter of the fee is due when I have completed the interviews and one week after I submit a chapter outline.
3. One quarter of the fee is due one week after I submit a first draft of the manuscript.
4. One quarter of the fee is due thirty days after you approve the final manuscript.

Please read the **Terms and Conditions** on pages 6 and 7.

If everything meets with your approval, please initial each page of this Letter and sign the form on page 8. Return the Letter to me with a cheque for \$3,720.00. 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

***Lifewriters.ca* Terms and Conditions**

Purchase Order A signed Letter of Agreement and advance payment is required before I start work.

Revisions Revisions on three drafts will be completed at no additional cost to you.

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 a final invoice one week after you approve the final draft, payable net 30 days. Any amounts due which are not paid within 30 days shall be subject to a late payment charge of 1.5% and shall thereafter bear interest at a rate of 18% per annum until paid in full.

Cancellation At any time you (or your designated or legal representative) have the right to terminate the agreement or put the project on hold, upon one week 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:

- 5% of the quoted fee if you have signed a Letter of Agreement with me, but I have not started work.
- 15% of the quoted fee if I have started work but completed five or less hours of interviews.
- 20% of the quoted fee if I have completed between six and nine hours of interviews.
- 30% of the quoted fee if I have completed ten-and-a-half hours of interviews.
- 35% of the fee if I have submitted a chapter outline.
- 50% of the quoted fee if I have begun work on the first draft.
- 80% of the quoted fee if I have submitted a first draft of the manuscript.
- 90% of the quoted fee if I have submitted a third draft.

It is understood and agreed upon that if, due to any action or inaction on your part, the project cannot proceed, after a period of ninety days of inactivity, the project shall be deemed to be on hold. (For example, you delay an interview, or you fail to approve the chapter outline, or do not correct and return a draft to me.) I will then invoice you for any outstanding fees.

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

Errors and omissions I will make every effort to ensure that that the manuscript is free of omissions and errors — including errors in spelling and content — but cannot warrant this. Specifically, I am not liable for any factual errors provided to me by you or your family or representatives. Please review the manuscript thoroughly before committing it to publication.

Computer Viruses I use Microsoft Essentials Security and scan all files before sending copy. Although this has proven effective, I cannot guarantee files will be virus-free.

Copyright I acknowledge that you, the client, are the sole author of the manuscript and the sole owner of the copyright. I have no claim to the copyright. My collaboration in preparing the manuscript is as an independent contractor who has agreed to work on a fee-for-service basis.

Indemnity You agree to protect, indemnify, and keep me 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 me or the aforementioned book project in connection with the operation of this agreement. Specifically, you shall hold me harmless against any liability anywhere in the world, including liability arising from copyright infringement and libel that result in any way from your use of my writing services and counsel on this project. I agree to work with your legal advisor to ensure that the manuscript complies with applicable laws and regulations.

Commercial Publication and Royalties I acknowledge that your life story book project credited pursuant to this contract is a "work for hire" created within the scope of my employment as an independent contractor and that you are to be considered the "author" for the purpose of copyright in this manuscript. The book created pursuant to the terms of this Letter of Agreement is intended to be privately published (self-published) for the use of you and your friends and family. As editor and collaborator, I have agreed to work on a fee-for-service basis.

Notwithstanding this fee-for-service arrangement, if your manuscript is published and sold commercially, in print, film or electronic media, I shall be entitled to, and you agree to pay, 5% of any royalties that you receive, and 5% of any advance on royalties, and 5% of any and all revenues resulting from any secondary or subsidiary rights granted in the book.

Acknowledgement You agree to include a credit line on the "credit" page of your book. "Project management, editorial services, and additional writing provided by Philip Sherwood of lifewriters.ca. Tel. 1.800.864.9152. www.lifewriters.ca"

Promotional Copy of Book You will provide me with one copy of your book free of charge. I have your permission to use this to promote my lifewriting business, including placing an image of the cover and some interior pages on the portfolio page of my websites.

Authorization

Project: Lifestory / memoirs of John Doe

Client: John Doe, 850 Eighth Avenue West, Vancouver, B.C.

Fee: \$14,880.00.

(Please initial each page of this agreement. Complete the portion below and return this Letter of Agreement along with a cheque for \$3,720.00. Retain a copy of this letter for your records.)

Philip,

I have read your Letter of Agreement of 10 March 2011. I understand the terms and agree with them and have initialled each page. I authorize you to proceed with this project for the above-quoted fee. Please find a cheque enclosed for \$3,720.00, which represents a 25% advance.

Name (please print)

Signature

Date