



THE NEW ZEALAND
SOCIETY OF AUTHORS
(PEN NEW ZEALAND INC) TE PUNI KATUHI O AOTEAROA

NZSA GHOSTWRITING CONTRACT

AGREEMENT between..... (hereinafter referred to as the WRITER),
of (location)
and.....(hereinafter referred to as THE
COMMISSIONER), of(location/address)

1. THE WRITER agrees to write and produce as a completed manuscript ready to submit to a publisher
the.....
..... of the COMMISSIONER (hereinafter called the WORK).
2. The WORK is to contain approximatelywords.
3. The COMMISSIONER agrees to meet with the WRITER at such dates and times as specified below to be interviewed and to discuss rewrites.
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.....
.....
.....
4. The COMMISSIONER is to be provided with each chapter of the WORK as it is written to check for accuracy. The WRITER agrees to rewrite each chapter to a maximum of two times, if required.
5. The author of the work: (Strike out which ones do not apply)
 - 5.1. The name of the COMMISSIONER will appear as the author of the WORK, or
 - 5.2. The name of the COMMISSIONER with the words 'as told to' the WRITER will appear as the authors of the work, or
 - 5.3. The name of the COMMISSIONER with the word 'with' the WRITER will appear as the authors of the work, or
 - 5.4. The name of the WRITER will appear as the author of the work.
6. The WRITER undertakes to write the WORK as quickly and efficiently as possible but is not liable for any delays caused by the COMMISSIONER, or for unforeseen circumstances.
7. Copyright in the WORK shall not pass to the COMMISSIONER until full payment has been made to the WRITER.

8. The COMMISSIONER agrees to pay the WRITER \$.....for the WORK. (\$..... On commencement, \$..... on completion of 50 percent of the WORK, \$..... on completion of 75 percent of the WORK and \$..... on completion of the Manuscript.
9. The COMMISSIONER warrants and indemnifies the WRITER against all actions, suits, proceedings, claims demands and costs incurred should a claim be lodged alleging that the text in some way is a violation of any duty of confidence, or duty in respect of privacy, or any other right of any person or party whatsoever, and it contains nothing which to the knowledge of the commissioner is defamatory or in any other way unlawful, that all statements contained therein purporting to be facts are true and that any recipe, formula or instruction contained in the text will not, if followed accurately, cause any injury, illness or damage as a result.
- 10. Termination of Contract**
- (a) The WRITER may terminate this Agreement by summary notice in writing to the COMMISSIONER if the COMMISSIONER is in material breach of any of the provisions of this Agreement and has failed to remedy such breach within one month of the said notice.
- (b) Upon termination of this Agreement howsoever occurring all rights granted herein shall revert to the WRITER without further notice, without prejudice to any rights of the COMMISSIONER in respect of contracts or negotiations properly entered into by him/her with a third party prior to the date of such reversion, and without prejudice to any moneys already paid or then due to the WRITER from the COMMISSIONER
11. **Disputes** - If any difference shall arise between the WRITER and the COMMISSIONER touching the meaning of this Agreement or the rights and liabilities of the parties thereto, the same shall be referred to the arbitration of two persons (one to be named by each party) or their umpire in accordance with the provisions of the New Zealand Arbitration Act, 1908, or any subsisting statutory modification or re-enactment thereof.

SIGNED:

..... (The WRITER) ...Date:/...../.....

..... (The COMMISSIONER) ...Date:/...../.....

Address for service:

.....

 The WRITER

The COMMISSIONER