

# General Terms and Conditions for Ghostwriting Services

## Brooklyn Pencil LLC

188 Breakneck Road #204

Highland Lakes, NJ 07422

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This agreement outlines the terms and conditions under which Brooklyn Pencil LLC ("Ghostwriter") will provide ghostwriting services to you ("Client"). By engaging Ghostwriter's services, you agree to be bound by these terms and conditions.

1. **Services:** The Ghostwriter will provide writing services for the project as outlined in your invoice. This may include, but is not limited to:

- Content creation: Blog posts, articles, website copy, social media posts, ebooks, white papers, etc.
- Editing and proofreading: Reviewing existing content for clarity, grammar, and flow.
- Research: Gathering information and data relevant to the project.

2. **Content Delivery:** Content will be delivered electronically via text files (e.g., .docx, .txt).

3. **Ownership and Copyright:** Client will own all intellectual property rights, including copyright, in the delivered content. Ghostwriter waives all moral rights to the content.

4. **Disclaimer of Guarantees:** Ghostwriter does not guarantee any specific results, including increased sales, website traffic, follower/subscriber growth, or publication/acceptance of the content. Ghostwriter's services are intended to provide high-quality writing, but ultimate success depends on various factors beyond Ghostwriter's control.

5. **Confidentiality:** Ghostwriter will maintain the confidentiality of all Client information received during the project. This includes the project details, content, and Client identity.

6. **Payment:** Payment is due on the date as noted on your invoice.

7. **Revisions:** A limited number of revisions (as specified on your invoice) are included in the service fee. Additional revisions may incur additional charges.

8. **Termination:** Either party may terminate this Agreement for cause, with written notice to the other party. In the event of termination by Client, Client will be responsible for payment for services rendered up to the point of termination.

9. **Independent Contractor:** Ghostwriter is an independent contractor and not an employee of Client. Ghostwriter is responsible for its own taxes and benefits.

10. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

11. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

12. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

13. **Amendments:** This Agreement may only be amended by a writing signed by both parties.

14. **Waiver:** No waiver by either party of any breach of this Agreement shall be deemed a waiver of any subsequent breach.

15. **Client Responsibilities:**

- Provide clear and concise instructions for the project, including target audience, tone, style, and specific requirements.
- Supply all necessary materials and information within the agreed-upon timeframe.
- Offer timely feedback on drafts and revisions.
- Obtain any necessary permissions for the use of third-party materials (e.g., images, quotes).
- Respect the confidential nature of the project and Ghostwriter's work.

16. **Dispute Resolution**

**Good Faith Negotiation:** In the event of any dispute arising out of or relating to this Agreement, the parties agree to attempt to resolve such dispute amicably through good faith negotiation. Such negotiation shall commence promptly upon written notice by one party to the other of the existence of the dispute.

**Mediation:** If the dispute cannot be resolved through good faith negotiation within 30 days after the initial notice, either party may request that the dispute be submitted to mediation conducted by a mutually agreeable mediator. The cost of mediation shall be shared equally by the parties.

**Arbitration:** If the dispute is not resolved through mediation within 30 days after the commencement of mediation, or if either party elects not to participate in mediation, the dispute shall be submitted to binding arbitration in accordance with the rules of the NJ Arbitration Organization (the "Rules"). The arbitration shall be conducted in Vernon, NJ, and the decision of the arbitrator shall be final and binding on the parties. The cost of arbitration shall be borne by the losing party, or allocated as determined by the arbitrator.

**Payment and Acceptance of Terms**

By signing below and submitting payment, you ("Client") acknowledge that you have read and understood the Terms and agree to be bound by them in their entirety. Payment of your invoice constitutes your acceptance of the Terms and forms a legally binding agreement between you and Brooklyn Pencil LLC ("Ghostwriter").

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Client First & Last Name

Signature

Date

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Chastity Cortijo/Brooklyn Pencil LLC

Signature

Date

Email your signed copy back to [brooklynpencil@gmail.com](mailto:brooklynpencil@gmail.com). Services will commence upon payment of invoice.