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# Writing Services Agreement

**Journalist's Skills Archive** · Ghostwriting · Editing · Idea Development & Story Consulting · Scriptwriting

This Writing Services Agreement (the "Agreement") is made on \_\_\_\_\_ (the "Effective Date") between:

**Provider:** Brandy Lynn Craun Montgomery, a sole proprietor doing business under the pen name **SIComputerBrain** through the online store Journalist's Skills Archive (the "Provider"). Business address and email: [PLACEHOLDER — Provider business address and email].

**Contact:** X (formerly Twitter): @SIComputerBrain — <https://x.com/SIComputerBrain>

**Client:** \_\_\_\_\_ (name), of \_\_\_\_\_ (address), email \_\_\_\_\_ (the "Client").

The Provider and the Client are each a "Party" and together the "Parties."

## 1. Services

The Provider offers the following services (the "Services"). The starting prices below are the Provider's standard single-project rates. Final pricing for a single project may be higher depending on length, complexity, and turnaround.

| Service                             | What it covers                                                                                                                                                    | Starting price (single project) |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| Ghostwriting                        | Original writing in the Client's voice from the Client's ideas, notes, outlines, or interviews: books, chapters, articles, blog posts, essays, and similar works. | \$150                           |
| Editing                             | Developmental, line, or copy editing and proofreading of the Client's existing manuscript or document.                                                            | \$50                            |
| Idea Development & Story Consulting | Brainstorming, plot and structure feedback, character and world development, outlines, and pitch shaping.                                                         | \$35                            |
| Scriptwriting                       | Scripts for film, stage plays, video, podcasts, radio, and narration, including treatments and revisions.                                                         | \$100                           |

The specific project, word or page counts, format, and deadlines for each assignment will be written down in a Statement of Work, order confirmation, or email the Parties both agree to (each a "Statement of Work"). If a Statement of Work conflicts with this Agreement, this Agreement controls unless the Statement of Work says that it overrides a specific section.

## 2. Plan Options (Retainer Terms)

The Client may buy Services as single projects at the rates in Section 1, or choose one of the three retainer plans below. A retainer reserves a set amount of the Provider's work each month. The Client may choose an individual service retainer or the All-Services Bundle. The plan, services, and start date the Client selects are recorded in Schedule A.

### 2.1 What a retainer includes each month

Each "Retainer Month" starts on the plan start date and on the same day of each month after that. The included work per service each Retainer Month is:

| Service                             | Included per Retainer Month                                                                           | Hour cap        |
|-------------------------------------|-------------------------------------------------------------------------------------------------------|-----------------|
| Ghostwriting                        | Up to 2 ghostwritten deliverables, each up to 2,500 words (or one deliverable up to 5,000 words)      | Up to 8 hours   |
| Editing                             | Up to 4 editing passes, each up to 5,000 words (up to 20,000 words in total)                          | Up to 6 hours   |
| Idea Development & Story Consulting | Up to 2 consulting sessions of 60 minutes each, plus a written summary after each session             | Up to 2.5 hours |
| Scriptwriting                       | 1 script of up to 15 pages (or about 15 minutes of runtime), or 2 short scripts of up to 7 pages each | Up to 5 hours   |

If a deliverable reaches the hour cap before it reaches the word or page limit, or the other way around, whichever limit comes first applies. Work beyond the included amount is billed at the single-project rates in Section 1, or at an hourly rate of [PLACEHOLDER — owner to confirm hourly overage rate], but only after the Client approves the extra work in writing (email is enough).

### 2.2 Monthly Plan

- **Term:** One Retainer Month, renewing month to month.
- **Included:** The monthly allowance in Section 2.1 for each service the Client chose.
- **Price:** [PLACEHOLDER — owner to confirm] per month (see Schedule A for suggested figures).
- **Billing:** Billed in advance on the first day of each Retainer Month.
- **Renewal:** Renews automatically each month until either Party cancels. The Provider will send a reminder at least 3 days before each renewal charge.
- **Cancellation:** The Client may cancel at any time by email at least 7 days before the next billing date. Cancellation takes effect at the end of the current paid Retainer Month. Fees already paid are not refunded, but the Client keeps the right to receive that month's included work.
- **Unused allowance:** Expires at the end of each Retainer Month. It does not roll over.

## 2.3 6-Month Plan

- **Term:** Six consecutive Retainer Months.
- **Included:** The monthly allowance in Section 2.1 for each service the Client chose, every month for six months. The Provider will also give priority scheduling and a planning call at the start of the term.
- **Price:** [PLACEHOLDER — owner to confirm] per month, or [PLACEHOLDER — owner to confirm] if prepaid in full for the 6-month term (see Schedule A for suggested figures).
- **Billing:** Either (a) billed monthly in advance on the first day of each Retainer Month, or (b) prepaid in full at the start of the term. The Client chooses in Schedule A.
- **Unused allowance:** Up to one month's unused allowance may roll over to the next Retainer Month only. All unused allowance expires at the end of the term.
- **Renewal:** At the end of the 6-month term, the plan does not renew for another 6-month term unless the Client agrees in writing. If the Client does nothing, the plan converts to the Monthly Plan at the Monthly rate, and the Provider will give at least 14 days' written notice before the first Monthly charge. The Client may decline the conversion at any time before that charge.
- **Cancellation:** The Client may cancel early with 30 days' written notice. If the Client cancels early, the Client pays for the months already used at the Monthly Plan rate instead of the discounted 6-Month rate. If the Client prepaid, the Provider refunds the remaining balance after that adjustment, minus any work already delivered beyond the allowance.

## 2.4 Yearly Plan

- **Term:** Twelve consecutive Retainer Months.
- **Included:** The monthly allowance in Section 2.1 for each service the Client chose, every month for twelve months. The Provider will also give priority scheduling, a planning call at the start of the term, and a mid-year review call.
- **Price:** [PLACEHOLDER — owner to confirm] per month, or [PLACEHOLDER — owner to confirm] if prepaid in full for the yearly term (see Schedule A for suggested figures).
- **Billing:** Either (a) billed monthly in advance on the first day of each Retainer Month, or (b) prepaid in full at the start of the term. The Client chooses in Schedule A.
- **Unused allowance:** Up to one month's unused allowance may roll over to the next Retainer Month only. All unused allowance expires at the end of the term.
- **Renewal:** At the end of the yearly term, the plan does not renew for another year unless the Client agrees in writing. If the Client does nothing, the plan converts to the Monthly Plan at the Monthly rate, and the Provider will give at least 30 days' written notice before the first Monthly charge. The Client may decline the conversion at any time before that charge.
- **Cancellation:** The Client may cancel early with 30 days' written notice. If the Client cancels early, the Client pays for the months already used at the Monthly Plan rate instead of the discounted Yearly rate. If the Client prepaid, the Provider refunds the remaining balance after that adjustment, minus any work already delivered beyond the allowance.

## 3. Scope and Deliverables

- The Provider will deliver the work described in each Statement of Work, in the agreed format (for example .docx, Google Docs, PDF, Final Draft/Fountain, or plain text).

- Anything not listed in a Statement of Work is out of scope. This includes, unless agreed in writing: research travel, interviews beyond those listed, formatting for print or ebook publication, cover design, illustration, indexing, querying agents or publishers, marketing copy, and translation.
- The Provider may decline any assignment she reasonably believes is unlawful, defamatory, infringing, or harmful, and will tell the Client promptly if she does.
- Requests that change the agreed scope count as a change order. The Provider will give an estimate and will not start the extra work until the Client approves it in writing.

## 4. Revisions

- Each ghostwriting and scriptwriting deliverable includes up to **two (2) rounds of revisions**. Each editing deliverable includes **one (1) review round** of the edited text. Consulting sessions include one round of follow-up questions by email within 7 days of the session.
- A revision round means one consolidated set of written comments from the Client, sent within **14 days** of delivery. Feedback should be in one document or email.
- A revision changes the existing deliverable. A new direction, new topic, major structural rewrite, or new material counts as new work and comes out of the Client's allowance or is billed separately.
- If the Client does not request revisions within 14 days of delivery, the deliverable is treated as accepted.

## 5. Deadlines and Turnaround

- Deadlines are set in each Statement of Work. Unless agreed otherwise, standard turnaround is: consulting session summaries within 3 business days; editing within 5–10 business days depending on length; ghostwriting and scriptwriting within 10–15 business days per deliverable.
- Deadlines depend on the Client providing materials, answers, and feedback on time. If the Client is late, the Provider's deadlines move back by at least the same amount of time.
- Rush delivery (less than half the standard turnaround) may be available for an added fee of [PLACEHOLDER — owner to confirm rush fee], agreed in writing in advance.
- If the Provider expects to miss a deadline, she will tell the Client as soon as possible and propose a new date. Neither Party is responsible for delays caused by events outside their reasonable control (for example illness, natural disaster, or service outages).

## 6. Payment and Late Fees

- **Single projects:** A deposit of 50% is due before work starts. The remaining balance is due on delivery of the final draft, before final files are released.
- **Retainer plans:** Fees are due in advance as described in Section 2 and Schedule A.
- **Payment methods:** Payments are made through the Journalist's Skills Archive store checkout or another method the Provider approves in writing. All prices are in U.S. dollars.
- **Invoices** are due within 7 days of the invoice date unless the invoice says otherwise.
- **Late fees:** If a payment is more than 7 days late, a late fee of [PLACEHOLDER — owner to confirm, e.g. 1.5% per month or \$25, whichever is greater] applies to the unpaid amount, but never more than the highest amount allowed by law.
- **Paused work:** If a payment is more than 14 days late, the Provider may pause all work and hold deliverables until the account is paid in full. Deadlines move back by the length of the pause.

- **Taxes:** The Client is responsible for any sales or use tax that applies to the Services, other than taxes on the Provider's income.
- **Refunds:** Deposits and fees for work already started or delivered are not refundable, except as stated in Sections 2 and 12.

## 7. Ownership and Transfer of Rights

- **Client materials:** The Client keeps all rights in the ideas, notes, manuscripts, recordings, and other materials the Client provides ("Client Materials").
- **Transfer on full payment:** When the Client has paid in full for a deliverable, the Provider assigns to the Client all of the copyright and other rights the Provider holds in that final deliverable (the "Work Product"). Until the Client has paid in full, the Provider keeps all rights in the Work Product, and the Client may not publish, sell, produce, or distribute it.
- **Ghostwritten works:** After full payment, the Client may publish ghostwritten Work Product under the Client's own name, as the Client's own work, without crediting the Provider.
- **Provider's tools and know-how:** The Provider keeps her general skills, methods, templates, checklists, prompts, and pre-existing materials that are not specific to the Client's project. If any of these are included in a deliverable, the Client receives a non-exclusive, permanent license to use them as part of that deliverable.
- **Drafts and rejected material:** Unused drafts, outlines, and rejected material remain confidential under Section 9. The Provider will not publish or sell material that is based on the Client Materials or that identifies the Client.
- **Portfolio use:** The Provider may not name the Client or show ghostwritten work in her portfolio unless the Client gives written permission. For editing, consulting, and scriptwriting work that is credited, the Provider may list the title and her credit as SIComputerBrain after the work is publicly released, unless the Client asks her not to in writing.

## 8. Pen-Name Credit (Required)

The Client is informed of, and agrees to, the following:

- The Provider's legal name, Brandy Lynn Craun Montgomery, appears in this Agreement only so the Agreement is legally binding. It is **not** a name for public credit.
- Any dedication, credit, acknowledgment, byline, mention, or other reference to the Provider in any book, article, play, script, screenplay, film, video, podcast, broadcast, or other work for which the Provider served as **editor, ghostwriter, scriptwriter, or story consultant** must use only the pen name **SIComputerBrain**.
- This applies everywhere the work or its promotion appears, including title and copyright pages, acknowledgments, dedications, liner notes, end credits, programs and playbills, metadata, online store listings, press releases, interviews, websites, and social media.
- The Client will not use, publish, or disclose the Provider's legal name in connection with any work or in public, unless the Provider gives **prior written consent** for that specific use.
- Credit is optional. For ghostwriting, no credit is required (see Section 7). If the Client chooses to give credit for any work, the credit must follow this Section 8.

- If the Provider's legal name is used by mistake, the Client will correct it in all future printings, editions, digital versions, and listings as soon as reasonably possible after the Provider asks.

## 9. Confidentiality

- Each Party will keep the other Party's confidential information private and use it only to perform this Agreement. Confidential information includes unpublished manuscripts, Client Materials, business plans, personal stories, the Provider's legal name and personal details, and the terms of this Agreement.
- **Ghostwriting confidentiality:** The Provider will not disclose that she ghostwrote any work for the Client, or reveal the Client's identity as her client, unless the Client gives written permission.
- Confidential information does not include information that is already public through no fault of the receiving Party, that the receiving Party already lawfully knew, or that must be disclosed by law or court order (with prompt notice to the other Party where allowed).
- These confidentiality duties continue after this Agreement ends.

## 10. Client Warranties About Materials Provided

The Client promises that:

- The Client owns, or has permission to use, all Client Materials, including any quotes, images, interviews, and third-party content the Client provides.
- Client Materials, and anything the Client asks the Provider to include, do not infringe anyone's copyright, trademark, privacy, publicity, or other rights, and are not defamatory, obscene, or unlawful.
- Factual statements the Client provides are true to the best of the Client's knowledge. The Client is responsible for fact-checking and legal review of the final work before publication, unless fact-checking is listed in the Statement of Work.
- If the work is based on real people or events, the Client has any releases or permissions needed.
- The Client will defend and indemnify the Provider against claims, losses, and reasonable legal fees that arise from Client Materials or from the Client's breach of these promises.

## 11. AI-Assisted Drafting Disclosure

- **The Provider uses Grok and Grok Bots (AI assistants) to help with research, drafting, editing, and production.** These tools are used under the Provider's direction and review. The Provider directs, reviews, edits, and takes responsibility for the quality of every deliverable.
- The Provider will not enter the Client's confidential materials into an AI tool that uses inputs to train public models, where she can reasonably control that setting.
- On request, the Provider will tell the Client which deliverables were drafted with AI assistance, so the Client can meet any disclosure rules of publishers, platforms, contests, or schools (for example, publishing platforms that ask authors to disclose AI-generated content).
- The Client understands that, under current U.S. law, material generated by AI without enough human authorship may not be protected by copyright. The Provider assigns whatever rights she holds under Section 7, but she does not promise that every part of the Work Product can be registered for copyright.
- If the Client requires fully human-written work with no AI assistance, the Client must say so in the Statement of Work. The Provider may charge a different rate or adjust the timeline for that work.

## 12. Termination

- Either Party may end this Agreement by written notice if the other Party materially breaches it and does not fix the breach within 14 days after receiving notice.
- The Client may cancel a retainer plan as described in Section 2. The Client may cancel a single project at any time by written notice. The Client then pays for work completed up to the cancellation date, and the deposit is not refunded.
- The Provider may end this Agreement by 14 days' written notice for any reason. If she does, she will refund any prepaid fees for work not yet performed.
- On termination, the Client pays all amounts owed for work performed. Rights in paid-for Work Product transfer under Section 7. Rights in unpaid work stay with the Provider.
- Sections 6 (amounts owed), 7, 8, 9, 10, 11, 13, and 14 continue after this Agreement ends.

## 13. Limitation of Liability

- The Provider provides writing, editing, and consulting services. She does not guarantee any particular result, such as publication, sales, contest results, grades, rankings, or production of a script.
- To the fullest extent allowed by law, neither Party is liable to the other for indirect, incidental, special, or consequential damages, or for lost profits or lost opportunities, even if told such damages were possible.
- To the fullest extent allowed by law, the Provider's total liability under this Agreement is limited to the fees the Client paid the Provider for the specific Services that gave rise to the claim during the 3 months before the claim.
- These limits do not apply to a Party's breach of Section 8 or 9, to the Client's indemnity under Section 10, or to liability that cannot be limited by law.

## 14. General Terms

- **Independent contractor:** The Provider is an independent contractor, not an employee, partner, or agent of the Client. She controls how, when, and where she performs the Services.
- **Governing law:** This Agreement is governed by the laws of the State of [PLACEHOLDER — state], without regard to conflict-of-law rules. Any dispute will be brought in the state or federal courts located in [PLACEHOLDER — county and state], unless the Parties agree to mediation first.
- **Entire agreement:** This Agreement, Schedule A, and any Statements of Work are the entire agreement between the Parties about the Services. They replace any earlier discussions.
- **Changes:** Changes to this Agreement must be in writing and accepted by both Parties. Email is enough for Statements of Work and change orders.
- **Notices:** Notices must be sent by email to the addresses in this Agreement (or another address a Party gives in writing) and take effect on the day they are sent. **Contact:** X (formerly Twitter): @SIComputerBrain — <https://x.com/SIComputerBrain>
- **Severability:** If any part of this Agreement cannot be enforced, the rest remains in effect, and the unenforceable part will be modified as little as needed to make it enforceable.
- **Assignment:** Neither Party may transfer this Agreement without the other Party's written consent, except that the Client may transfer rights in fully paid Work Product.
- **Electronic signatures:** The Parties may sign this Agreement electronically and in counterparts. Electronic signatures count as originals.

## Schedule A: Plan Selection and Pricing

Pricing per term is [PLACEHOLDER — owner to confirm]. The figures in the table below are **suggestions only**, based on the starting prices in Section 1 and the monthly allowances in Section 2.1. The owner must confirm or replace them before this Agreement is used.

| Retainer (per month)                           | Single-project value of the monthly allowance | Monthly Plan (suggested) | 6-Month Plan, 10% off (suggested)    | Yearly Plan, 15% off (suggested)      |
|------------------------------------------------|-----------------------------------------------|--------------------------|--------------------------------------|---------------------------------------|
| Ghostwriting (2 × \$150)                       | \$300                                         | \$300/mo                 | \$270/mo                             | \$255/mo                              |
| Editing (4 × \$50)                             | \$200                                         | \$200/mo                 | \$180/mo                             | \$170/mo                              |
| Idea Development & Story Consulting (2 × \$35) | \$70                                          | \$70/mo                  | \$63/mo                              | \$60/mo                               |
| Scriptwriting (1 × \$100)                      | \$100                                         | \$100/mo                 | \$90/mo                              | \$85/mo                               |
| All-Services Bundle                            | \$670                                         | \$670/mo                 | \$600/mo                             | \$570/mo                              |
| All-Services Bundle, prepaid for the term      | —                                             | —                        | \$3,420 for 6 months (about 15% off) | \$6,435 for 12 months (about 20% off) |

**Confirmed pricing:** Monthly [PLACEHOLDER — owner to confirm] · 6-Month [PLACEHOLDER — owner to confirm] · Yearly [PLACEHOLDER — owner to confirm]

**Client's selection** (check one plan):

- ☐ Single project(s) only, as described in Statement(s) of Work
- ☐ Monthly Plan
- ☐ 6-Month Plan · ☐ billed monthly ☐ prepaid in full
- ☐ Yearly Plan · ☐ billed monthly ☐ prepaid in full

**Services included** (check all that apply): ☐ Ghostwriting ☐ Editing ☐ Idea Development & Story Consulting  
☐ Scriptwriting ☐ All-Services Bundle

**Plan start date:** \_\_\_\_\_ **Agreed price:** \$\_\_\_\_\_ per ☐ month ☐ term

## Signatures

By signing below, each Party agrees to this Agreement. By signing, the Client also confirms that the Client has read Section 8 (Pen-Name Credit) and Section 11 (AI-Assisted Drafting Disclosure) and agrees to them.

### PROVIDER

Signature: \_\_\_\_\_

Name: Brandy Lynn Craun Montgomery, p/k/a  
SIComputerBrain

Sole proprietor, doing business as SIComputerBrain  
(Journalist's Skills Archive)

Date: \_\_\_\_\_

### CLIENT

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Company (if any):

\_\_\_\_\_

Date: \_\_\_\_\_