

AGREEMENT FOR SERVICES

This **AGREEMENT FOR SERVICES** between

Client Name:

Client Address:

And

Personal Historian: **GoMyStory.com / John W Prince**

Personal Historian Address: **3070 Collins Court, The Villages, FL 32163-4143**

Entered into this _____ day of _____, 20 _____

is entered into for the purpose of establishing a mutually satisfactory arrangement whereby the rights of both parties are described and protected, thereby allowing a mutually beneficial working relationship between the parties. Client engages Personal Historian's services in the interviewing, recording, transcription, writing, editing, image scanning, design, production and other services as specified of a book or other media (Project) about the life story, memoirs, or reminiscences of _____, or other subject(s) as agreed.

SERVICES: Personal Historian shall provide the following services to Client on behalf of Project: (delete or add services as necessary)

1. Phase 1: Preparation and Interviews: Pre-interview, research, question preparation, interviews of Client recorded in digital audio files.

2. Phase 2: Transcription, Editing and Revisions: Transcription of interviews, proofreading of text; editing, revising, organizing and formatting of text; delivery of First Draft to Client for Client's revisions; making corrections.
3. Phase 3: Designing, Formatting, Printing and Binding: Selecting photos and documents; scanning and sizing photos, writing captions, titles, table of contents, and any introductory material. In consultation with Client: Choosing page design, graphics; paper, printing process, cover design, and binding materials. Making final corrections; delivery to Client of Final Draft for approval to print; supervision of printing and binding; delivery to Client of finished book(s).

FEE FOR SERVICES:

Estimated Fee is based on:

- Projected hours of taped interview times @ \$00 per recorded hour, eight-hour minimum;
- projected hours of transcription time @ \$00 per recorded hour;
- projected number of image scans and enhancement @ \$00 per scan
- projected number of book pages (excluding outside front cover and outside back cover) to be edited, written and designed @ \$00 per page, 00 page minimum

ESTIMATED FEE FOR THIS PROJECT:

Recorded interviews: _____ hours @ \$00 = \$ _____

Transcription: _____ hours @ \$00 = \$ _____

Number of Scanned Images +/-100 @ \$00 = \$ _____

Number of Book Pages 28-32 @ \$00 = \$ _____

Other Services: Research \$ _____

Other Services _____ \$ _____

Other Services _____ \$ _____

TOTAL ESTIMATED FEE \$ _____

Fee for Services will be paid to Personal Historian in Three Payments as follows:

1. First Payment: Upon signing of this Agreement, Client will pay Personal Historian One-Thirds of Estimated Fee (\$000). If, at the conclusion of interviews, actual interview time is either longer or shorter than agreed upon in Estimated Fee, second and third payments will be adjusted accordingly.
2. Second Payment: Second One-Third is due after transcribing and editing by Personal Historian, when Client receives First Draft for his/her revisions. Client may make one set of revisions to the First Draft. Additional revisions will be charged at the rate of \$00 per hour.
3. Final Payment: Last One-Third (\$000) is due when Final Draft is approved by Client for printing and binding.

Checks should be made payable to “John W Prince.” We also accept major credit cards and Paypal payments.

PRINTING AND BINDING COSTS: Printer and Binder (a mutually agreeable third-party provider) will bill Personal Historian for printing, binding and shipping costs of Project. Client agrees to reimburse Personal Historian for printing, binding and shipping costs.

VARIATIONS: If Project involves more hours of work, more research, more drafts, or more photos than agreed upon at conclusion of interviews, Client agrees to pay for this extra work at Personal Historian's hourly rate of \$00 per hour.

Personal Historian agrees to keep Client informed on progress and costs of Project.

Personal Historian agrees not to incur any extra costs on behalf of Project without Client's Permission.

All approved travel and lodging expenses incurred by Personal Historian in producing the Project will be reimbursed to Personal Historian by the Client upon receipt of an itemized accounting of those expenses.

RIGHTS: Personal Historian acknowledges that the Project is a “work for hire” created within the scope of Personal Historian’s employment as an independent contractor, and that Client is to be considered the “author” for the purpose of copyrighting the Work (Project). The Project created pursuant to this Agreement is intended for the private use of Client and his/her friends and family only. Notwithstanding this fee for hire arrangement, if Work/Project is published and sold commercially, either in print, film or electronic media, Personal Historian shall be entitled to, and Client agrees to pay, 7.5% of any royalties that Client receives, and 7.5% of any advance on royalties, and 7.5% of any and all revenues resulting from any secondary or subsidiary rights granted in the Work/Project.

Personal Historian reserves the right to remove any text or image that is proscribed by law. Client will be notified immediately when unlawful content is removed.

Client will not infringe on the rights of third parties with respect to the unauthorized use of any copyrights or in any way defame any third parties. Client specifically hereby authorizes the use of any copyrights which Client owns or controls for use pursuant to the purposes described herein without royalty to Client. Client specifically understands and agrees that parties are separate entities, with neither party owning any part of the other. Client specifically agrees to protect, indemnify and hold (Personal Historian) harmless from and against any loss, damage, liability or expense, including attorney's fees, due to any damage to person or property caused or alleged to have been caused by Client in connection with the operation of this agreement.

AGREEMENT OF USE: Client gives Personal Historian permission to print, bind and own five copies of Project to use in promoting his services. Client agrees that reasonable images and excerpts from the project may be used on the Personal Historian’s website. Client also agrees that Personal Historian may use Client's favorable comments on Project to promote his services. Personal Historian reserves the right to make fair use of images and excerpts of the Project for promotion and advertising purposes.

Personal Historian agrees to obtain permission from Client to use Client's book for any commercial purpose, meaning any transaction in which money is paid or received for the use of Client's book.

DAMAGES: Client agrees to protect, indemnify and keep Personal Historian 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 Client or Client's Project in connection with the operation of this Agreement.

This instrument contains the entire Agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding.

DELIVERY DEADLINE: Books will be delivered to the Client prior to

_____.

Expedited or overnight shipping, if required, will be paid by the Client and the Client agrees to pay any additional and approved delivery charges.

In witness whereof, the parties have executed this Agreement on the date of signing below.

Client's Signature

Date

Personal Historian's Signature

Date