

Handout for Contract Essentials Workshop PENCON 2020

Editorial Services Agreement Sample 1

This agreement is between _____ (“Editor”) and _____ (“Client”) and concerns the following manuscript: _____ (“Project”).

1. EDITORIAL TASKS

The Client has requested and the Editor agrees to do the following: **Include only the level agreed upon. Delete the rest.**

Level One editing: Light editing/proofreading. This includes grammar, punctuation, spelling, and consistency.

Level Two editing: Moderate editing. This includes grammar, punctuation, spelling, consistency, fact checking, some formatting, and sentence and paragraph construction. (Does not include e-book formatting.)

Level Three editing: Substantial editing. This includes grammar, punctuation, spelling, consistency, fact checking, some formatting, sentence and paragraph construction, flow, style, and clarity. (Does not include e-book formatting.)

Level Four editing: Full revision. This includes grammar, punctuation, spelling, consistency, fact checking, some formatting, sentence and paragraph construction, flow, style, and clarity, structure and rewriting. (Does not include e-book formatting.)

2. EDITING METHOD

Changes will be incorporated directly onto the electronic manuscript using the Track Changes tool in Microsoft Word. The Editor will use the Comment feature when unsure about intent or meaning, to explain a change, or to suggest changes. Any other form of editing must be agreed upon by both the Editor and the Client. Instructions on how to use Track Changes are available on request.

3. WORKING RELATIONSHIP

It is understood by the parties that, with respect to the Client, the Editor is an independent contractor, doing business as Perfect Word Editing Services (“Company”).

The Client will deliver the completed manuscript to the Editor as a final draft. Once the Editor begins work on a manuscript, no additional changes will be received by the Editor until she completes the initial edit. The Editor will suggest changes to the Client, and the Client will be free to choose whether or not to incorporate any or all of the recommended changes. After the initial edit, the Client may choose to send the revised manuscript to the Editor for a follow-up edit at the same or a different level of editing from the initial work. An additional charge may apply for follow-up edits.

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4. SCHEDULE

The signed editorial services agreement and payment are due by _____. The projected start date for the Project is approximately _____. The Editor will make every effort to complete the Project approximately weeks after starting. However, projected time frames for a project’s duration are not always precisely accurate. If payment is delayed, this date may need to be adjusted to allow adequate time for editing. If the Project changes in scope or nature (for instance, from proofreading to copyediting) or a delay arises for any reason, the Editor reserves the right to reschedule the Project and/or increase the amount to be paid. The Client must notify the Editor in writing of any time schedule requirements relating to the Project.

5. PAYMENT

The agreed-upon fee of approximately \$____ per page (250 words per page), for a total of \$____, is to be paid by the Client to the Editor prior to any work being done on the Project. The Client may make partial payment for the editing of a portion of the complete manuscript, if desired. The Editor will work on the number of pages paid for by the Client. If more editing is required than paid for, the Client may send additional payment(s), and additional portions of the manuscript and/or revised chapters, until the Project is deemed by the Client to be complete. At any time, the Client may choose to accept the editing that has been done to that point and not make any additional payments for further work on the Project. Payment is not refundable. Minimum payment for any Project or portion thereof is \$25.

6. CLIENT'S ORIGINAL WORK

The Client represents that all material provided to the Editor shall be based on the Client’s original material and shall not, to the best of the Client’s knowledge, infringe upon or violate any copyright or proprietary right nor constitute libel or slander or invade the right to privacy against any person, firm, or corporation. The Client is responsible for obtaining all permissions and liable for any copyright infringement. If the Editor is sued due to association with the Client’s manuscript based on any of the aforementioned grounds, the Client will absorb all court costs and attorney fees related to the defense of the lawsuit against the Editor.

7. INDEMNITY

Editing is intrinsically a process of correcting mechanical errors and offering advice and suggestions for improvement to the Client. While the Editor will make every effort to bring questionable material to the attention of the Client, the Client agrees to indemnify and save harmless the Editor from any and all claims or demands, including reasonable attorney fees, arising out of any alleged libel or copyright infringement committed by the Client in creating the work.

8. CONFIDENTIALITY AND PRIVACY

The Editor agrees not to give or show to anyone any material sent to her by the Client for editing purposes, unless consulting services from a third party are agreed to or the third party is bound by a nondisclosure agreement with the Editor and whose interest in the material is strictly to assist the Editor. The Editor shall not retain any third party related to this Project without prior approval of the Client.

While the Editor welcomes endorsements, the Client shall not use the Editor’s name, Company name, or website in any way, whether in book acknowledgements, publicity, or any other means, without the express written consent of the Editor.

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9. LIMITATION

No guarantees are made as to the saleability or marketability of the edited manuscript. Unless a separate coauthorship arrangement is made in writing, all rights to the manuscript, royalties, and monies gained by the sales of the book will be the sole property of the Client. If the level of the Editor’s involvement in revising the manuscript becomes beyond rewording or a minimum level of rewriting, a revised editorial services agreement reflecting a collaboration may be required to protect the interests of both parties.

10. APPLICABLE LAWS

Both parties agree that this agreement shall be interpreted and governed by the laws of the United States and the state of _____, including conflict of law provisions. Jurisdiction and venue for any litigation to be enforced or interpreted in relation to this agreement shall be in the courts of the state of _____.

11. AMENDMENTS

This agreement constitutes the entire understanding of the parties and may only be amended in a written agreement signed by both parties.

12. TERMINATION

Either party may terminate this agreement in the event of material change of circumstance with 10 days’ notice sent in writing to the other party at the address shown below or by email. Client agrees to pay the Editor for work done up to the date of termination.

Signatures:

Client’s Name (print): _____

Address: _____

Email: _____

Client’s Signature: _____ Date: _____

Editor:
Address:
Email:

Editor’s Signature: _____ Date: ____/____/20____

Payment: In consideration of editing services rendered, the Client agrees to pay the Editor the sum of \$0.____ USD per word for copyediting the Work. The word count of the Work is _____x \$0.____ =_____. Twenty percent of this sum shall be paid in advance, 60 percent at the halfway point, and 20 percent upon completion and acceptance of the Work by the Client.

1st payment (20%) = _____ due in advance

2nd payment (60%) = _____ due at the halfway point (Editor will inform Client by email.)

Final payment (20%) = _____ due upon completion and acceptance of the Work

Partial Invalidity: In the event any provision of this Agreement or part thereof shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

This Agreement shall be governed by and construed under the laws of (State/Province, Country).

This Agreement supersedes any previous Agreements and constitutes the entire agreement between the Client and the Editor. The Agreement shall not be modified, amended, supplemented, waived, or discharged, in whole or in part, except by written agreement signed by both parties.

Signature of Client

Date

Signature of Editor

Date