

Editorial Services Agreement

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

Author(s):
Working title:
Description of Project:

1. EDITORIAL TASKS

The Editor is being asked to, and agrees to, do the following (check all those that apply):

- Overall Critique.** Reading the complete manuscript and offering input on its overall strengths and weaknesses. Does not include any line-by-line corrections or suggestions.
- Proofreading.** Checking for typographical errors, misspelled words, punctuation, and other basic mistakes.
- Verification of Scripture Quotations.** Client must specify references and version(s).
- Copyediting.** Check for grammar, usage, and consistency. Does not include stylistic or structural editing, fact checking, inserting headings or subheads, or writing original material.
- Substantive/Structural Editing.** Clarifying or reorganizing a manuscript for content, flow, structure, and readability. Does not include researching or writing original material.
- Rewriting.** Creating a limited amount of new material to be included as part of the manuscript on the basis of content and research supplied by the Client.
- Developmental/Project Editing.** Coordinating and editing a project from rough draft to final manuscript, incorporating ongoing input from Client. Includes assistance with preparing a proposal, suggested potential markets and/or agents, and literature addressing specific topics the Editor believes the Client may find helpful in order to improve overall writing skills.

2. EDITING METHOD

The Editor agrees to perform the work in the following manner:

- Changes will be suggested to Client, and Client will be free to choose whether or not to incorporate any or all of the recommended changes.

~ or ~

- Changes will be incorporated directly onto the electronic manuscript. Editor agrees to consult with Client prior to making changes that could, in the Editor’s opinion, affect the meaning or intent of the material.

3. DELIVERY

Client will deliver the original manuscript to the Editor on or before _____ (date) by means of _____ (standard first-class postal service, priority mail, overnight mail, e-mail, or other) in the following format: _____ (hard copy, electronic file, or other).

Editor agrees to return the edited manuscript on or before _____ (date) by means of _____ (standard first-class postal service, priority mail,

overnight mail, e-mail, or other) in the following format: _____
(hard copy, electronic file, or other)

4. PAYMENT

In Advance. The agreed-upon flat fee of _____ (based on estimated hours at a rate of \$_____ per hour) is to be paid by the Client to the Editor prior to any work being done on the Project. If, after commencing the work, Editor deems that the Project will require substantially more time than estimated, Editor will inform the Client immediately. Client may choose whether to accept and pay for the editing that has been done to that point or to make additional payment for completion of the Project.

~or~

Upon Completion. Editor will bill Client for the number of hours required to complete the Project at the rate of \$_____ per hour. Full payment of fees will be made within _____ days of invoice. Any payment made after the due date is subject to one percent (1%) interest per month (12% per annum).

Associated Costs. The Client will reimburse the Editor for direct expenses incurred in fulfilling this agreement, including, but not limited to, photocopying, printouts, inputting, long-distance calls, parking, travel, couriers and postage. Editor agrees not to incur any such billable expenses without prior approval from the Client.

5. 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. 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.

6. CONFIDENTIALITY

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. Editor shall not retain any third party related to this Project without prior approval of the Client.

7. LIMITATION

No guarantees are made as to the salability 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 contract reflecting a collaboration agreement may be required to protect the interests of both parties.

8. TERMINATION

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

9. 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 attorneys fees, arising out of any alleged libel or copyright infringement committed by the Client in creating the work.

10. AMENDMENTS

This Agreement may be amended only in writing signed by both Parties.

AGREED TO:

Client (print): _____

Address: _____

_____ Date: _____

Client's Signature

Editor (print): _____

Address: _____

_____ Date: _____

Editor's Signature