

Editorial Contract

Please read all of the terms carefully. This is a legally binding document. Be sure to fill out the lines in the first section, in section 14, confirm the supplied information in sections 3 and 6, and sign the document. Modify only these items. Modification to any other section unless expressed and agreed upon prior through written means, automatically voids this document and the terms expressed below.

This Editor Contract (this “Contract”) is made effective as of **INSERT START DATE HERE**, by and between **CLIENT NAME, ADDRESS HERE** (the “Client”), and Payton Hayes, **MY ADDRESS GOES HERE** (the “Editor”).

The Editor desires to provide editing services to the Client and the Client desires to obtain such services from the Editor.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on **INSERT START DATE HERE**, Editor will provide editing services (collectively, the “Services”) to the work (“Manuscript”) of the Client described here: Full Manuscript Line-By-Line Edit.
2. **SCOPE OF WORK.**
 - a. The Editor shall do the following Editing of the Client’s work: a comprehensive conceptual edit, line edit, and copy edit of the full Manuscript; a written critique and analysis. Further, the Client shall ask one round of follow-up questions about the Manuscript and critique.
 - b. All editing will be done via Microsoft Word’s Tracked Changes feature.
 - c. The Editor shall use her background and experience in editing the Manuscript. The Editor’s sole function is to aid and assist the Client in editing the Manuscript. In this light, the Editor will make her best efforts to advise and suggest changes to improve the Manuscript. The decision to accept or reject the Editor’s suggestions is solely the Client’s. The Chicago Manual of Style will serve as the default style book, unless the Client requests and supplies a different style book.
3. **DELIVERY OF MANUSCRIPT.** The Manuscript shall be delivered to the Editor by the Client prior to signing and submitting this contract, so the Editor can examine it and determine whether the project is a good fit. It will be delivered in the following format: Digitally via email, formatted as a Microsoft Word Document.

AUTHOR NAME, “TITLE OR WORKING TITLE”, WORD COUNT Words, GENRE, SUB-GENRE.

4. **PAYMENT OF SERVICES.** The Client will not be required to compensate the Editor for the Services rendered.
5. **TERM/ TERMINATION.** This Contract shall terminate automatically on November 30, 2019, or upon delivery of the Services rendered, whichever comes first.

6. **RETURN/DELIVERY.** The edited product(s) and all records, notes, documentation, and other items that were used, created or controlled by the Editor during the term of the Contract following the Services (collectively as “The Deliverables”) will be returned by the Editor to the Client upon termination of this contract. These Deliverables will be sent digitally to the Client’s preferred email address.

INSERT EMAIL ADDRESS HERE

7. **RELATIONSHIP OF PARTIES.** It is understood by these parties that the Editor is an independent contractor with respect to the Client, and not an employee of the Client. Client will not provide fringe benefits, including health insurance benefits, paid vacations, or any other employee benefit, for the benefit of the Editor.
8. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, or other information (collectively, the “Work Product”) developed in whole or in part by the Editor in connection with the Services shall be the exclusive property of the Client. Upon request, the Editor shall sign all documents necessary to confirm or perfect the exclusive ownership of the Client to the Work Product.
9. **CONFIDENTIALITY.** The Editor will not at any time or in any manner, either directly or indirectly, use for the personal benefit or the Editor, or divulge, disclose, or communicate in any manner any information that is proprietary to the Client. The Editor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Contract.
10. **INDEMNIFICATION.**
 - a. Editing is intrinsically a subjective process of offering advice and suggestions to the Client. In addition to offering such advice and suggestions, the Editors responsibility is limited to notifying the Client of any unresolved differences with the Client before the work proceeds to the next stage of production. 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 legal fees, arising out of any alleged libel or copyright infringement committed by the Client in creating the work.
 - b. The Editor, while working to aid the Client in preparing the best manuscript possible given the submitted material, has no way of judging the market or whims and caprices of the publishing industry.
11. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties and there are no other promises in any other agreement whether oral or written. If the date or any other item needs to be adjusted by either the Client or the Editor, this contract must be rewritten with the aforementioned changes.
12. **SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court find that any provision of this Contract is invalid of unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

13. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Oklahoma.

14. **SIGNATORIES.** This Agreement shall be signed by FULL LEGAL NAME OF THE OWNER/AUTHOR, on behalf of AUTHOR NAME OR PSEUDONYM HERE, and by Payton Hayes, the Editor, on behalf of Payton Hayes. This Agreement is effective as of the date first above written.

CLIENT:

CLIENT NAME

By: SIGN FULL NAME HERE Date: DATE OF SIGNATURE

Owner

EDITOR:

Payton Hayes

By: MY SIGNATURE GOES HERE Date: DATE OF SIGNATURE

Editor