

Agreement for Editing Services

This Agreement, <#202X-XX>, is made between:

Editor	Client
Andie Edwards	<Name>
Beyond the Proof	<Company>
<Address 1>	<Address 1>
<Address 2>	<Address 2>
<Email>	<Email>
<Phone>	<Phone>

This Agreement is made regarding:

<i>Title (manuscript or project)</i>	
<i>Author(s)</i>	
<i>Number of words and/or pages</i>	
<i>Additional details:</i> <ul style="list-style-type: none"> <i>Genre/sub-genre</i> <i>Intended audience/purpose</i> <i>Publishing format</i> 	

TERMS & CONDITIONS

The Parties agree as follows:

1. Effective Dates
 - 1.1 This Agreement will begin on Date of Acceptance and continue until final product has been delivered to the Client as per agreed-upon Statement of Work, unless terminated earlier, as provided in this Agreement. The term of this Agreement may be extended if both the Client and the Editor agree in writing.

2. Statement of Work
 - 2.1 Services to be completed under this Agreement are based on the details established through email communication between the Editor and the Client. These emails form a part of this Agreement. The Editor reserves the right to amend the Statement of Work upon the receipt and evaluation of the manuscript/project material. These changes may include one or all of the following: 1) Work Plan; 2) Timelines; 3) Fees (as defined in the Financial Details). Furthermore, the Editor reserves the right to decline to complete the work should it become apparent upon receipt of the manuscript/project material that the anticipated level of work is significantly more extensive than previously understood. Any such changes to the Statement of Work will be agreed upon by both the Editor and the Client prior to any actual work being conducted.

2.2 Type of Editing: The Editor will provide the following editorial tasks:

<i>Services</i>	<i>Description</i>	<i>Acceptance</i>
Copy Editing	<p>Review text to ensure clarity, coherency, consistency, and correctness—including issues of:</p> <ul style="list-style-type: none"> • Spelling and typos • Grammar • Punctuation • Missing/misplaced or repetitive words • Tense changes • Language localization (e.g. U.S. English vs. Canadian English) • Plot continuity (e.g. names, locations, descriptions, continuity of actions) • Terms and abbreviations (non-fiction writing) • Basic formatting (spacing, fonts, style) <p>The Editor may also note potential concerns with word usage, and complete basic background research to validate facts and information presented within content.</p>	✓
Proofreading	<p>Final proofing prior to publishing or finalization, including flagging issues with:</p> <ul style="list-style-type: none"> • Minor mechanical errors (e.g. spelling mistakes/typos and missing words, or deviations from the established style guide) • Accuracy of elements such as headers/chapter numbers, captions, page numbering, cross-references, etc. • Basic formatting (spacing, fonts, style) • Visual elements (front and back cover graphics) 	
Website Editing	<p>Compare published online content to approved versions of drafted copies. Proofread website text (e.g. company pages, blogs, social media posts) for spelling, punctuation, flow, etc., and check the functionality and accuracy of embedded links.</p>	
Audiobook Proofing	<p>Compare audio files to text for errors and/or omissions.</p>	

2.3 Work Plan: The Editor will undertake the following approach, as appropriate to the corresponding editorial service.

<i>Services</i>	<i>Approach</i>
Copy Editing/ Proofreading	<p>The manuscript will be provided to the Editor by the Client in MS Word format, and will be done so at least 24 hours prior to the established editing timelines. The Editor will complete a single pass read through the manuscript, and will use Track Changes and Comments within the document to provide edits and/or queries to the Client. The Client is free to accept or reject changes as they see fit, and the Editor will work with the Client to address any further edits that may be needed as a result of initial queries.</p>

<i>Services</i>	<i>Approach</i>
Website Editing	The Client will provide to the Editor the website URL and copies of drafted material (if available) for comparison to the online content. 2) The Editor will compare the online content to the provided material to ensure published text matches the drafted copy, and will test the functionality and accuracy of any embedded links. 3) The Editor will create MS Word documents through copy & paste of online content for each web page, and will use Track Changes and Comments within the document to provide edits and/or queries to the Client. The Client is free to accept or reject changes as they see fit, and the Editor will work with the Client to address any further edits that may be needed as a result of initial queries.
Audiobook Proofing	The Client will provide to the Editor copies of the manuscript in both the MS Word format, and the audio file in MP3 format. The Editor will complete a single auditory pass through the manuscript while simultaneously comparing the recording to the manuscript. The Editor will use Comments within the MS Word document to note areas of divergence between the written text and the audio recording. This feedback will be provided to the Client for subsequent resolution of any such identified occurrences in whatever manner the Client deems appropriate.

2.4 Project Timelines: The Editor will deliver the completed product to the Client by **<method of delivery (e.g. email, Express Post, secure cloud upload)>** on or before **<date>**. In general, the project timelines have been agreed to as follows:

<i>Editing Timelines</i>	<i>Client Edits Review and Finalization</i>	<i>Publication Due Date</i>

3. Place of Work and Meetings

3.1 The Editor will carry out the services unsupervised, and at times and place as determined by the Editor, using own equipment.

3.2 The project does not include meetings. Unless otherwise agreed in writing, the regular hourly rate of **\$25.00 USD/\$30.00 CAD** will apply for meetings requested by the Client. Such meetings include those conducted in person, by phone, or electronically.

4. Changes and Additions

4.1 Any additions or changes to the project will modify the Statement of Work, may change the due date, and may be billed as additional work. Changes made to material that has already been submitted to the Editor for editing may be considered additional work.

4.2 The Editor will keep the Client informed of additional work that is required or recommended and request the Client's approval for any additional work, associated expenses, and change in the project deadline.

4.3 The Client and Editor agree that requests for additional work and renegotiated deadlines or fees will be in writing as described under Notice.

5. **Deadline**
 - 5.1 The Work Plan requires that both the Client and the Editor meet the agreed milestones. Adjustments to the Statement of Work may be required if the agreed milestones are not met.
6. **Delivery Details**
 - 6.1 Upon completion of editorial tasks, the Editor will deliver to the Client by previously agreed-upon file transfer solution (e.g. email, secure cloud upload) a marked-up MS Word copy of the edited document.
 - 6.2 The Editor will also develop and deliver to the Client by previously agreed-upon file transfer solution (e.g. email, secure cloud upload) the project style sheet—a summary of stylistic preferences and decisions made during editorial process aimed at preserving consistency within the manuscript/project material, created in MS Word—as a value-add product. Additional value-add services/products will be provided at the Editor’s discretion.
 - 6.3 Inherent Qualities: Digital files may become corrupted or erased with improper use, and storage media (e.g. DVDs) may degrade over time. It is the Client’s responsibility to ensure the safekeeping and stability of the files once the Editor has released them to the Client.
7. **Editor’s Status**
 - 7.1 The Editor is an independent contractor. Nothing in this Agreement will be understood to create a partnership, joint venture or co-venture, agency, or employment relationship between the Client and the Editor.
 - 7.2 The Editor will not in any manner whatsoever commit or purport to commit the Client to the payment of any money to any person, firm or corporation.
 - 7.3 The Editor is free to provide services to other clients as long as there is no interference with the Editor’s obligations to the Client as outlined in this Agreement.
 - 7.4 At the option of the Editor, the Client may credit the Editor for the work developed under this Agreement. The Editor reserves the right to review any such credit prior to publication, or to decline to be mentioned.
8. **Confidentiality and Non-Disclosure**
 - 8.1 The Client will provide all information that has a direct bearing on the successful outcome of the project and will inform the Editor in writing of any portion of the work or related information that is confidential. The Editor will hold in confidence and not disclose the confidential information to any third party, except with the Client’s written consent or as required by law with prior notice to the Client.
 - 8.2 The Editor will take all reasonable steps to safeguard and prevent the loss, destruction, or unauthorized access, use, or disclosure of the confidential information using a reasonable degree of care and no less than the same degree of care used to protect the Editor’s own confidential information. The Editor will promptly return to the Client or destroy, as directed by the Client, confidential information and any other Client property requested by the Client at any time.

- 8.3 The Editor will not make any unauthorized use of any of the Client's trade secrets, confidential information, proprietary property, trademarks, or copyrighted materials.
 - 8.4 The Client agrees that the Editor may use the product completed under this Agreement as part of the Editor's portfolio (including websites, galleries, and other media) solely for the purpose of showcasing the Editor's work but not for any other purpose. The Editor agrees not to publish any confidential or non-public work without the Client's prior written consent.
 - 8.5 The Editor retains the right to use the Client's name and titled project completed through this Agreement on the Editor's website and/or social media sites to market and promote the Editor's services.
9. Use of Copyrighted Work
 - 9.1 The Editor will endeavour to flag elements of a work that may require copyright permissions and, depending upon the terms specified in this Agreement, may assist the Client in obtaining the necessary permissions. However, unless otherwise specified in this Agreement, the Client accepts responsibility for complying with copyright laws and obtaining the necessary permission to use any elements of provided text, graphics, photos, music and song lyrics, designs, trademarks, or other created work to be included in the final product.
10. Warranties
 - 10.1 Editing is a process of offering advice and suggestions to the Client. While the Editor will make every effort to identify and bring questionable material to the Client's attention, it is not possible to guarantee error-free content.
 - 10.2 The Editor's responsibility is limited to notifying the Client of any suspected or unresolved issues within the edited work. The Client is responsible for accepting (or rejecting) the Editor's suggestions and resolving any issues identified by the Editor (e.g. suspected plagiarism).
 - 10.3 Rejecting or disliking the Editor's suggestions is not a basis for refusing to pay the fees outlined in this Agreement.
11. Indemnity and Liability
 - 11.1 The Editor will comply with all applicable laws in the course of performing the services.
 - 11.2 The Client agrees to indemnify the Editor from any and all claims or demands, including legal fees, that arise out of any alleged libel, copyright infringement, or other legal or contractual issues created by the Client in writing, revising, publishing, or otherwise using the work.
 - 11.3 Failure to Perform: If the Editor cannot perform the duties outlined in this Agreement for reasons beyond the Client's or Editor's control, the Editor will refund any amount paid by the Client for services not delivered (including any unearned portion/excluding booking deposit). The Client will not have any further liability with respect to the Agreement.
 - 11.4 The Editor will not be liable for any amount in excess of the fees due under the Agreement. This limitation on liability also applies if information or materials are damaged or lost without fault on the part of the Editor.

12. Termination

- 12.1 This Agreement may be terminated by the Client or the Editor with at least 30 days' written notice. If the Agreement is terminated, the Client will pay the Editor, as specified under Financial Details, for work done and expenses incurred up to the date of termination. Subject to the terms for a deposit, any fees advanced will be credited against the amount due.
- 12.2 If the project is rescheduled, postponed, or cancelled with less than 30 days' written notice, or if there is a breach of contract by the Client, the booking deposit is nonrefundable. The Client also agrees to pay all of the Editor's costs and fees incurred up to the time of rescheduling, postponing, or cancelling.
- 12.3 The provisions of this Agreement that by their nature are intended to extend beyond its termination will survive and remain in effect despite the completion of the services or the termination of the Agreement. This includes the sections of this Agreement required for its interpretation and enforcement.

13. Notice

- 13.1 Notice by one party to the other under or for the purposes of this Agreement (including for the purpose of modifying it) will be in writing and will be sent by email to the address set out at the beginning of this Agreement.
- 13.2 Communications sent by prepaid mail will be considered to have been given and received on the fourth business day after the day of mailing. Communications by email will be considered to have been given and received at the time of delivery or transmission if that delivery or transmission occurs prior to 4:00 p.m. (recipient's local time zone) on a business day, failing which the communication will be considered to have been given and received on the next business day. For the purposes of this Agreement, a business day means any weekday that is not a holiday.

14. Dispute Resolution

- 14.1 The Client or the Editor may request that any dispute arising out of this Agreement be submitted to binding arbitration before a mutually agreed-upon arbitrator in accordance with the arbitration legislation of the province of Alberta, Canada. The arbitrator's decision or award will be final.

15. Applicable Law

- 15.1 This Agreement will be governed and interpreted in accordance with the laws of Canada and the province of Alberta.
- 15.2 If any part of this Agreement is found to be unlawful, void, or for any reason unenforceable, it will be considered separate from this Agreement and will not affect the validity and enforceability of the remaining Agreement. If either the Client or the Editor waives a breach or default under this Agreement, the waiver will not apply to a repeat of the same breach or to a breach or default of another clause in the Agreement.

16. Modification of Agreement

- 16.1 Any modification of this Agreement must be in writing and acknowledged in writing by both the Client and the Editor.

FINANCIAL DETAILS

17. Project Fees: The Editor's fees for services under this Agreement are **\$XX.XX USD/CAD**, based on the following:

- 17.1 Rates: **\$0.005 USD/\$0.006 CAD** per word for a single pass **edit read** of **XX,XXX**-word document. (Word count is determined by Microsoft Word's "word count" feature and is based on the length of the document before editing begins.) Rates include client liaison and follow-up on queries resulting from the read through.
- 17.2 Minimum project fee: **\$50.00 USD/\$60.00 CAD** flat fee is applicable for projects of less than 10,000 words in length.
- 17.3 Deposit: A nonrefundable booking deposit of **\$50.00 USD/\$60.00 CAD** is required to hold specific dates within the Editor's work schedule. This amount will be credited toward the total amount owing for the project.
- 17.4 Rush work: Any work required before an agreed deadline or rush work that is needed to compensate for targets missed by the Client will incur a surcharge of 15% for that portion of the work.

18. Expenses: The Client will reimburse the Editor for expenses incurred in fulfilling this Agreement. Expenses include, but are not limited to, photocopying and/or printing fees, postage and courier fees (for all hard copy deliveries, if applicable), long-distance calls, and travel (e.g. mileage, parking, meals). The Editor will not incur any expenses without the Client's express written permission.

19. Invoicing: The Editor will invoice the fees as per the following schedule:

- Upon commencement of the project (e.g. receipt of the manuscript for editing): 50%. If the project includes multiple manuscripts, each will be invoiced separately.
 - Upon delivery of the final product: 50% (minus applicable deposit and discounts)
- 19.1 All work, including edits, drafts, notes, research, and value-add content (e.g. style guide, character profiles), is the exclusive property of the Editor until the Client's account is paid in full. Once the Client pays all fees due under this Agreement, any copyright the Editor may have in the product developed under this Agreement will transfer to the Client.

Under Canadian law, copyright in an original work automatically belongs to the person who created the work. Editing that work does not change the author's copyright in the original work, but the editor could claim copyright in the edits. Also, depending on the extent of editing, the edited version of the original work could be considered its own original work (sometimes known as a derivative work). Copyright in that changed version would rest with the editor. (See the Canadian Intellectual Property Office's "Guide to Copyright" for more information: http://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/eng/h_wr02281.html.)

20. Payments: Payments for the invoiced amounts are due as follows:
- Nonrefundable booking deposit: Within 48 hours. Booking is not confirmed until payment is received.
 - First half: Within 48 hours of manuscript receipt by the Editor. Editing work will not commence until payment is received.
 - Final invoice: Within 10 days of delivery of edited manuscript to the Client.
- 20.1 Payments to the Editor should be rendered via electronic funds transfer (i.e. Interac e-Transfer) sent to an email address indicated on the invoice if the Client is located in Canada. Internationally, payments should be completed via PayPal at <https://paypal.me/beyondtheproof>. Please include Agreement number (indicated on page 1) in the notes field.
21. Overdue Payments: The Client will pay the Editor prior to the due date indicated on the Editor's invoice. Any payment after the due date is subject to late fees of 2% per month (26.8% per year).

SIGNATURES

22. The Client and the Editor each confirm that they have full power and authority to enter into this Agreement and acknowledge that their electronic signatures are sufficient proof of accepting the terms of this Agreement.

Date of Acceptance: <Date>

Editor

Andie Edwards, Beyond the Proof

Client

<Client's Name>