

Sample Contract Template

I. The Parties

This agreement is between Rebecca Miller (“Editor”) and **[Client Name]** (“Client”) concerning the following manuscript.

II. The Manuscript

Working Title:

Author(s):

Length and Description:

III. Relationship of Parties

Editor is a freelance service provider and not an employee of Client.

IV. Editorial Tasks

Editor shall:

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V. Version Control

Between the time Editor begins work on the manuscript and the time Editor returns the edited manuscript to Client, Client will make no changes to the manuscript. **[Possible provision for second round of edits]**

VI. Delivery

- Client will agree to this service agreement and pay the first installment of **[\$X]** before **[date work is to begin]**.
- Client will pay remainder of the fee **[\$X]** on or before **[date]**.
- Editor will complete editing tasks and deliver the edited manuscript to Client on or before **[date]**.

All work on the manuscript will be performed electronically in a Microsoft Word document, not on hard copy. Transfer of the document between Editor and Client will be through email. Editor’s email address is Oakdale.editing@gmail.com. Client’s email is **[email]**.

VII. Effects of Delays

If Client does not provide Editor with a copy of the manuscript, agreement to contract, and first installment by **[date]**, Editor will not start work on **[date]**, and the deadlines may have to be revisited, subject to Editor’s availability.

Editor will not deliver the final edited manuscript until the fee is paid in full.

VIII. Payment

The agreed-upon editorial fee will consist of a first installment of **[\$X]** and a second installment of **[\$X]** for a total of **[\$X]** and will be paid to the Editor via PayPal through the invoice the Editor will send to Client’s email.

Client will pay the first installment before **[date]** and the second installment on or before **[date]**.

IX. Termination

This service agreement may be terminated by either party with 72-hours' notice sent in writing to the other party by email.

If Editor terminated the service agreement, then Client will pay Editor for work done up to the date of termination and, if termination occurs before **[date]**, refund the remainder, if any, of the first installment.

If Client terminated the service agreement, Editor retains the initial installment and, if termination takes place after **[date]**, Client will also pay Editor for work done up to the date of termination.

X. Warranties

Editor makes no promises as to the publishability or profitability of the edited manuscript. Editor may point out facts that need to be checked but will not fact-check the manuscript and does not vouch for the accuracy of any facts written by Client.

Certain aspects of editing are subjective. Client may choose to accept none, some, or all of Editor's editorial changes and/or suggestions. Client's decision to decline some or all editorial changes or suggestions does not constitute nonperformance on the part of the Editor and does not entitle Client to a whole or partial refund.

Editor strives for perfection but cannot guarantee it.

XI. Acknowledgements

Any acknowledgment or mention of Editor in the finished manuscript, if any, must be done only with the Editor's permission.

XII. Copyright of Edited Manuscript

Editor retains sole copyright in the edited manuscript, and grants no license for its use, until Client pays Editor in full as described in this service agreement. Once full payment is received, copyright interest will be released in full and transferred to the Client.

XIII. Indemnity

While Editor will make every effort to bring questionable material to the attention of Client, Client agrees to indemnify Editor from and not hold Editor responsible for any and all claims or demands alleging libel, copyright infringement, portraying a person or corporation in a false light, intentional infliction of emotional distress, or any other cause of action alleged to have been committed by Client in creating or publishing the manuscript. Client agrees that Editor is not responsible for Client's attorney fees in defending any action brought by third parties as described in this paragraph.

Editor's work on the manuscript does not constitute legal advice.

XIV. Severability

The invalidity or unenforceability of any provisions of this service agreement does not affect the validity or enforceability of any other provision of this service agreement, which will remain in full force and effect.

XV. Applicable Laws and Jurisdiction

The terms of this service agreement will be interpreted according to the laws of the state of Missouri, USA, and venue and jurisdiction in the event of any dispute arising from this service agreement will be in the court having jurisdiction in the state of Missouri.

XVI. Changes

This service agreement may be changed only by written agreement between both Editor and Client.