

# Standard Freelance Agreement

This agreement is between **Sarah E. Holroyd** (“Editor”) and \_\_\_\_\_ (“Client”) and concerns the following manuscript:

Author(s)	
Working title	
Length & description of manuscript	
Tasks required	Part _ is the only portion of Section 1 applicable to this agreement.

## 1. SPECIFIED TASKS

### A. EDITORIAL TASKS

The Editor agrees to do the following on the manuscript: editing for grammar, usage, spelling, punctuation, and other mechanics of style; checking for consistency of mechanics and for internal consistency of facts; editing tables, figures, and lists. Does not include the following unless specified:

- editing index
- writing or editing captions or credit lines
- obtaining or listing permissions needed
- providing front matter (prelims), cover copy, or CIP data
- seeking approvals from clients’ representatives

*“Copy editing” is often loosely used to include stylistic and even structural editing, fact checking, and mark-up. It is not so used in this agreement. These other tasks must be specified.*

### B. PROOFREADING TASKS

The Editor agrees to do the following on the manuscript: proofreading for grammar, usage, spelling, and punctuation; checking for widows/orphans and rivers. Does not include the following unless specified:

- checking for consistency of mechanics of style or internal consistency of facts
- editing tables, figures, lists, or index
- writing or editing captions or credit lines
- obtaining or listing permissions needed
- providing front matter (prelims), cover copy, or CIP data
- seeking approvals from clients’ representatives

### C. INTERIOR BOOK DESIGN

The Editor agrees to do the following on the manuscript: creating an interior design scheme for the manuscript, typesetting all interior pages (to include body, copyright page, title page, table of contents, acknowledgments, author’s note, author bio, as necessary), setting images, providing Client up to 3 sets of PDF proofs for review, and providing final print-ready PDF file. Does not include the following unless specified:

- editing, proofreading, or writing
- supplying images
- designing cover
- obtaining or listing permissions needed
- providing front matter (prelims), cover copy, or CIP data
- seeking approvals from clients’ representatives

### D. EBOOK FILE SETUP

The Editor will perform conversion of the final manuscript text to clean HTML files for ebook use. The Editor will then convert these files to .epub and .mobi formats, along with any other standard ebook format the Client chooses, and provide the ebook-ready files to the Client.

### E. COVER DESIGN

The Editor agrees to use the Client’s existing text and artwork to design a print-ready cover PDF file.

The Editor will not be responsible for any tasks other than those specified in the applicable portions of Section 1 of this contract (as indicated in the table above) unless agreed upon by mutual consent in an Appendix to this contract.

## 2. DELIVERY

The Client agrees to deliver the manuscript to the Editor as follows:

Delivery of manuscript on or before:	[date]
Form of delivery:	Attachment to an email
Format of manuscript	Microsoft Word document

The Editor agrees to deliver the manuscript to the Client as follows:

Schedule for completion:	(milestones, due dates, number of iterations, etc.)
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## 3. PAYMENT

The agreed-upon editorial fee of \$ (US dollars), based on a flat fee or a per-word rate (\$ per word), is to be paid by the Client to the Editor via PayPal payment to an account the Editor will provide.

The Client will promptly review the completed deliverable and notify the Editor within 5 business days of any issues. The Editor will then make any necessary corrections at no additional cost to the Client. If the Client does not notify the Editor of any issues within this period, the deliverable is considered accepted and the work complete, and the Editor will issue an invoice.

Payment is to be made no later than the date indicated on the invoice. There is a \$25.00 monthly rebilling charge if payment in full is not received by the stated due date.

The Client agrees to make a non-refundable good-faith down payment of \$ (25% of the total fee) to the Editor's PayPal account noted above prior to the Editor performing any work. This amount will be deducted from and indicated on the final invoice.

The Client will reimburse the Editor for direct expenses incurred in fulfilling this agreement (as shown on final invoice), including:

- photocopying
- inputting
- parking
- couriers and postage
- printouts
- long-distance calls
- travel
- \_\_\_\_\_

The Editor retains ownership of all work performed, including all relevant intellectual property rights, until the Editor receives full payment from the Client. Use of the work before that time by the Client represents a violation of these rights unless said use is agreed to in writing by the Editor.

## 4. TERMINATION

This agreement may be terminated by either party in the event of material change of circumstance, with 10 business days' notice sent in writing to the other party, for up to 2 months from the date of contract signature. No matter which party terminates the agreement, the Client will pay the Editor for all work done up to the date of termination, and for any expenses incurred. If the Client does not provide the necessary files or progress with the project with the Editor for more than one calendar year from the date of signing, the Editor will consider the project (and this contract) cancelled. The Editor will not refund the good-faith down payment amount under any circumstance.

## 5. SPECIAL CLAUSES

A. The editorial credit line shall read \_\_\_\_\_ and shall appear on \_\_\_\_\_, at the option of the Editor.

B. The Client agrees to provide the Editor a complimentary copy of the final book, to be mailed to an address the Editor provides to the Client when submitting the completed deliverable.

C. The Client agrees that the Editor retains ownership of all work performed (corrections and content of the manuscript contributed by the Editor, interior design work), including all relevant intellectual property rights, and the Client further agrees not to use this content until such time as the Editor receives full payment for the work done.

D. Despite the best efforts of all parties, the finished work may contain a small number of residual errors. Perfection is never promised and rarely achieved. After accepting the final files from the Editor, the Client is responsible for any errors in the finished work.

E. Unless specified in a written appendix to this contract, no information covered by this contract will be considered confidential. The Editor shall utilize due discretion to protect such information, but shall be held blameless by the Client or any other party for the release of any information not explicitly declared confidential in this section or an appendix to the contract.

## 6. INDEMNITY

The goal of this contract is for the Editor to provide only those services specified in Section 1 of this contract to the Client. Because the Client and its representatives are the experts in the subject matter, and the Editor is not, the Client assumes full responsibility for verifying the validity of all work submitted by the Editor. The Client shall thus hold the Editor blameless for any unanticipated consequences of accepting the Editor's work, and agrees to indemnify and save harmless the Editor from any and all claims or demands, without limitation, arising out of any alleged libel or copyright infringement or other problem committed by the Client in creating the work. The Editor shall make every effort to bring questionable information to the attention of the Client, but shall not be held responsible for any failure to identify such information.

## 7. APPLICABLE LAWS

The terms of this agreement and any attached appendices shall be interpreted according to the laws of the United States of America and the District of Columbia.

This contract may be changed only by written agreement between the Editor and the Client. Any such changes will be attached to this agreement in the form of a mutually signed and dated Appendix.

Signed by the parties to this agreement:

Date:

Editor's printed name: **Sarah E. Holroyd**

Editor's signature:

Client's printed name: