

# Freelance Editing Agreement

This agreement is between Scott Nicholson ("Editor") and \_\_\_\_\_ ("Client") and concerns the following manuscript: \_\_\_\_\_

Author(s): \_\_\_\_\_

Working title: \_\_\_\_\_

Length and description of manuscript: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 1. EDITORIAL TASKS

The Editor agrees to do the following on the manuscript: comprehensive conceptual edit, line edit, and copy edit of the full manuscript; a written critique and analysis; allow the client one round of follow-up questions about the manuscript and critique, conducted via email or phone, limited to a half-hour or less of the editor's time

(note: at the Client's discretion, a more basic manuscript reading and written analysis without line and copy edit is negotiable at a lower rate if agreed in writing)

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\_\_\_\_\_

(Terms are defined in Schedule A, attached, unless otherwise specified.)

## 2. DELIVERY

The manuscript is to be delivered to the Editor by the Client on or before \_\_\_\_\_ (date) by means of \_\_\_\_\_ (postal, e-mail, disk, or other) in the following format:

\_\_\_\_\_

All editing will be done via handwritten notes and marks on a paper version of the manuscript unless otherwise agreed in writing. The projected schedule for completion of the Editor's work is as follows: within two to six weeks of author's delivery of manuscript. Any subsequent editing of the manuscript will be subject to a new contract and new agreement.

## 3. PAYMENT

The agreed-upon editorial fee of \_\_\_\_\_, based on a flat fee of \$\_\_\_\_ per page or an hourly rate (\$\_\_\_\_ per hour), is to be paid by the Client to the Editor in the following manner: payment in advance, upon delivery of manuscript, with any direct expenses described below paid before the manuscript is released back to the Client

The Client will reimburse the Editor for direct expenses incurred in fulfilling this agreement, including:

- photocopying
- printouts
- electronic data transfer
- long-distance calls
- parking
- travel
- couriers and postage
- \_\_\_\_\_

#### 4. TERMINATION

This agreement may be terminated by either party in the event of material change of circumstance, with 7 days' notice sent in writing to the other party at the address shown below. If the Editor terminates the agreement, the Editor will be paid by the Client for work done up to the date of termination. If the Client terminates the agreement, the Editor will be paid by the Client for the work done until termination or \_\_\_\_\_, whichever amount is greater.

#### 5. SPECIAL CLAUSES

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#### 6. INDEMNITY

Editing is intrinsically a subjective process of offering advice and suggestions to the Author and Client. In addition to offering such advice and suggestions, the Editor's responsibility is limited to notifying the Client of any unresolved differences with the Author 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 Author or Client in creating the work.

The Editor does not represent nor is he affiliated with any agent or publisher of literary works. The Editor makes no representations or warranties that he can or will attempt to have the manuscript published or aid in publishing the manuscript.

Editing a work of fiction is perhaps the most subjective activity possible in the field of literature. The Editor, a published novelist, will use his background and experience in editing the manuscript, recognizing that this experience, while successful for him, may not be successful for the author. The Editor's sole function is to aid and assist the Client in editing the manuscript. In this light the Editor will make his 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. Strunk & White's "Elements of Style" will serve as the default style book unless the Client requests and supplies a different style book.

There are no guarantees in the highly competitive field of publishing. In large part the acceptance of a manuscript for publication is the subjective decision of a publisher and its editors. This decision is subject to the whims of taste and perceived marketability of the manuscript. This 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 the whims and caprices of the publishing industry.

#### 7. APPLICABLE LAWS

The terms of this agreement shall be interpreted according to the laws of North Carolina, United States.

This contract may be changed only by written agreement between the Editor and the Client and constitutes the only agreement between the parties.

Signed by the parties to this agreement on \_\_\_\_\_ (date)

Signature:

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Editor's printed name:

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Address:

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Signature:

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Client's printed name:

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Address:

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# Schedule A

## Definitions of Terms

**Substantive/Structural/Conceptual Editing.** Clarifying or reorganizing a manuscript for content and structure. Does not include the following unless specified:

- research
- writing original material
- negotiating changes with Author

**Stylistic Editing.** Clarifying meaning, eliminating jargon, polishing language, and other non-mechanical line-by-line editing. Does not include the following unless specified:

- checking or correcting reading level
- creating or recasting tables or figures
- negotiating changes with Author

**Copy Editing.** Editing for grammar, usage, spelling, punctuation, and other mechanics of style; checking for consistency of mechanics and for internal consistency of facts; inserting head levels and approximate placement of art; editing tables, figures, and lists; notifying Designer of any unusual production requirements. Does not include the following unless specified:

- metrication
- providing or editing art manuscript
- providing or changing system of citations
- editing index
- writing or editing captions or credit lines
- writing running heads
- obtaining or listing permissions needed
- providing front matter (prelims), cover copy, or CIP data
- editing preface or foreword
- negotiating changes with Author
- seeking approvals from clients' representatives or publisher