Editing Services Agreement

> ***A note before you read:*** *This is the contract I use with clients, posted here so you know what to expect before we work together. Anything in brackets (dates, fees, the payment schedule) gets filled in for your project once we've talked. If something doesn't fit your situation, just ask. We can adjust it in writing before you sign.*

This Editor Contract (this "Agreement") is made effective as of [Effective Date] by and between [Client Name], of [City, State] (the "Client"), and Shaina Clingempeel, doing business as Cypress Editorial, of Philadelphia, PA (the "Editor").

Editor desires to provide editing services to Client and Client desires to obtain such services from Editor. THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. Holding Your Spot

Signing the contract and paying the first invoice is what holds your spot on my schedule. Significant delays in signing may result in a renegotiation of terms and possible rescheduling or cancellation.

2. Description of Services

Beginning on [Start Date], the Editor will provide editing services (the "Services") for the Client's work (the "Manuscript"), described below: [Service Type, e.g., Manuscript Evaluation].

[Example: Manuscript evaluation. This includes an extensive write-up covering key strengths and areas for improvement (rhythm, line breaks, imagery, themes and development, structure, depending on what's needed), as well as continued follow-up support. The Editor will help the Client through the publication process too.]

The in-text comments are for the Client's reference, to show what's unclear. You don't need to respond to them directly, but let me know if you have questions about any of them.

3. Scope of Work

a. My role. The Editor will use their background and experience to edit the Manuscript, and will do their best to advise and suggest changes that improve it. The Editor's job is to help the Client, so the decision to accept or reject any suggestion is always the Client's. It's your book.

b. Calls. One free hour-long call (phone or video) is included. After that, calls are billed at [$__]/hour. Reach out anytime if you'd like to schedule a call or have questions during the edit, though you'll get all of the materials together at the end.

c. Follow-up questions. Follow-up questions are encouraged! If questions by email turn into more extensive help, that may be billed as coaching, but you'll always be told about any charges and asked to approve them first.

d. Updates. I'll send updates on where I am in the project and how it's going, but I'll save my feedback on the content until I've finished. That way, my thoughts are based on your whole manuscript. If you'd like a more specific update along the way, feel free to ask.

e. Reviews. I can't write a review of your book, since that would be a conflict of interest, but I'm happy to share your published book on my site and social media if you'd like.

f. Hours. My working hours are 9:00 a.m. to 5:00 p.m. ET, Monday through Friday. You're welcome to reach out outside those hours, but I may not get back to you until the next business day. Please allow at least 24 hours for a response.

g. Staying in touch. Once the contract is signed, if the Client doesn't respond for seven or more business days to a question that affects the whole edit (for example, a big change in word count), the Editor may reschedule the edit as needed.

4. Delivery of Manuscript

The Client will send the final, complete Manuscript to the Editor by [Manuscript Due Date], as one Word file (.doc or .docx) attached to an email. Please don't make changes to the version you sent during the edit, as that would mean re-editing.

a. Re-edits. This contract covers one round of editing, based on the word count of the manuscript you send. If you'd like me to re-edit the manuscript or larger sections of it (more than about a page total; a few lines is fine), we'll talk about scheduling and additional fees and put it in writing.

b. Late manuscripts. Sending the manuscript late may mean renegotiating terms (for example, extending the timeline to fit around other projects), rescheduling, or cancellation. Please let me know as soon as possible if you expect a delay.

5. Payment

a. Fee. The total fee is [$Total], based on the word count we discussed ([Word/Page Count] at [Rate]). If the manuscript you send is significantly longer or shorter, the remaining payments will be adjusted at the same rate, and the Editor may reschedule if needed.

b. Payment schedule.

Payment	Amount	Invoiced On	Due Date
1 (Deposit)	[$__]	[Date]	[Date]
2	[$__]	[Date]	[Date]
3 (Final)	[$__]	[Date]	[Date]

c. How to pay. Payments can be made by Venmo, Zelle, PayPal, or check. Details are on each invoice. The Client will cover any conversion or transfer fees so that the full amount is received in USD.

d. Late payments. After five business days past the due date, a late fee of [$5] per business day applies. If a payment is more than five business days late, the edit may be paused, rescheduled, or cancelled.

e. Final files. The finished edit will be sent once all payments due by then have been received, unless we've agreed otherwise in writing.

6. Timeline

The Editor will deliver the finished edit by [Edit Delivery Date]. If the manuscript arrives late, the edit will arrive late too. If I'm delayed because of illness or anything else, I'll reach out as soon as possible to talk through changes to the timeline, and the final payment won't be due until the updated delivery date.

7. Term and Termination

a. Term. This Agreement begins on the Effective Date and ends when the Services are complete and all fees have been paid.

b. Client obligations. Once work has begun, the Client is responsible for all fees on the dates set out above, except as provided in this Section.

c. Termination by the Editor. If the Editor cannot complete the Services due to an emergency or unforeseen circumstance (for example, illness, or content or treatment the Editor reasonably finds objectionable or abusive), the Editor may terminate this Agreement by written notice. The Client will be charged only for work completed, prorated, and the Editor will refund any amount paid in excess of that prorated fee.

d. Termination by the Client. If the Client must terminate this Agreement due to an emergency or unforeseen circumstance, the Client may do so by written notice. The deposit is non-refundable, and the Client will pay for any additional work completed through the date of notice, prorated.

e. Survival. Sections 9 through 12 and any unpaid payment obligations survive termination or expiration of this Agreement.

8. Independent Contractor

The Editor is an independent contractor and not an employee, partner, or agent of the Client. The Editor controls the manner and means of performing the Services and is responsible for their own taxes. The Client will not provide employee benefits of any kind to the Editor.

9. Ownership and Use of Work

a. Client's work. The Client retains all rights, title, and interest in and to the Manuscript. Nothing in this Agreement transfers any ownership of the Manuscript to the Editor.

b. Work product. Upon payment in full, all edits, comments, reports, and other materials created by the Editor specifically for the Manuscript (the "Work Product") become the property of the Client, and the Client may use them freely. The Editor retains ownership of their general knowledge, skills, methods, templates, and reference materials not specific to the Manuscript.

10. Confidentiality

The Editor will keep the Manuscript and any non-public information the Client provides in connection with the Services ("Confidential Information") strictly confidential and will not use it for any purpose other than performing the Services. This obligation does not apply to information that is or becomes publicly available through no fault of the Editor, or that the Editor is required to disclose by law. Upon completion or termination, the Editor will, at the Client's request, return or delete copies of the Manuscript, except that the Editor may retain business records (such as correspondence and invoices) as required for tax and

record-keeping purposes, which remain subject to this Section. This Section survives termination of this Agreement.

11. Disclaimers and Limitation of Liability

a. Nature of editing. Editing is a subjective process of offering advice and suggestions. While the Editor will make reasonable efforts to bring questionable material to the Client's attention, the Editor is not responsible for legal review of the Manuscript, and the Client is solely responsible for its final content.

b. No guarantee of outcome. The Editor will work hard to help the Client prepare the best manuscript possible, but can't guarantee any particular result, including acquisition by an agent or publisher, sales, awards, or reviews.

c. Limitation of liability. To the fullest extent permitted by law, the Editor's total liability arising out of or relating to this Agreement will not exceed the total fees actually paid by the Client under this Agreement, and the Editor will not be liable for any indirect, incidental, consequential, or lost-profit damages.

12. Indemnification

The Client represents that the Client is the author or has the right to submit the Manuscript for editing. The Client agrees to indemnify and hold harmless the Editor from any and all claims, demands, losses, and expenses, including reasonable attorneys' fees, arising out of any alleged defamation, invasion of privacy, copyright or trademark infringement, or other claim relating to the content of the Manuscript.

13. Force Majeure

Neither Party will be liable for a delay or failure to perform (other than payment obligations) caused by events beyond their reasonable control, such as serious illness, natural disaster, power or internet outage, or public emergency. The affected Party will notify the other promptly, and the Parties will agree in good faith on a revised timeline.

14. General Provisions

a. Entire agreement. This Agreement is the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions and agreements, whether oral or written.

b. Amendments. Any change to this Agreement must be in writing and agreed to by both Parties. Email confirmation from both Parties is sufficient.

c. Notices. Notices under this Agreement may be given by email to the addresses the Parties use to correspond about the project.

d. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect, and the affected provision will be enforced to the maximum extent permitted by law.

e. No assignment. Neither Party may assign this Agreement without the other Party's written consent.

f. Governing law and venue. This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict-of-laws rules. The Parties will first attempt in good faith to resolve any dispute informally. Any legal action will be brought in the state or federal courts located in Philadelphia County, Pennsylvania, or, where eligible, in small claims court.

g. Signatures. This Agreement may be signed electronically and in counterparts, each of which is deemed an original, and together they constitute one agreement.

15. Signatures

CLIENT

Signature: _____

Name: [Client Name]

Date: _____

EDITOR

Signature: _____

Name: Shaina Clingempeel, Cypress Editorial

Date: _____