**Sample Contract**

This agreement is between Balancing Act Editorial, LLC (Editor) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Client).

Author:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Working Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Original Word Count:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Manuscript:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **SCOPE OF WORK**

 Editor and Client both agree that the following scope of work will be performed on the manuscript:

1. Copyediting [describe the level of copyediting to be performed].
2. What will **NOT** be done [describe tasks that will not be completed in this contract].
3. Manuscript will be submitted to Editor in Microsoft Word format only. Manuscript will be double-spaced and 12pt font.
4. For cost estimate, a page is defined as 250 words.
5. Manuscript will be returned to Client upon final payment with Tracked Changes showing alterations and suggested alternatives.
6. **CONFIDENTIALITY**
7. Editor will in no way (print/digital) share or distribute the Client’s work without written permission with the Client.
8. If Editor would like to use the Client’s completed work as an example for other potential Clients, written permission from the Client must be given.
9. Client may share Editor’s comments and suggestions with others.
10. **COPYRIGHT**
11. Editor does not hold copyright of the material at any time.
12. Upon release of edited manuscript to the Client, the Client can incorporate any of the Editor’s suggestions as if they were their own words.
13. **CREDIT**
14. Client does not have to credit the Editor in any form unless they wish to do so.
15. Client may **NOT** claim or credit any persons as “Editor” other than Jennifer Bradshaw and/or Balancing Act Editorial, LLC, either in published credits or in any other form of media.
16. Editor has the option of asking **NOT** to be credited if the author doesn’t wish to accept most of changes/suggestions of Editor, and the author chooses to publish a version of the manuscript that is largely unchanged.
17. Editor has the option of asking **NOT** to be credited if the author has any other Editors continue to edit the manuscript after she has completed her edits.
18. If both parties are pleased with the result, Editor may ask for a testimonial to be featured on the Editor’s website or editing forums.
19. Editor has the right to share the title and author’s name with potential clients as an example of her work without permission of the Client.
20. **CLIENT RESPONSIBILITIES**
21. By signing this contract, the Client accepts the following statements:

**-** Editor in no way guarantees the publication or success of the manuscript.

**-** Client understands that only the terms agreed to in this contract are going to be completed. Any additional tasks requested will require a new contract.

**-** Client understands that editing is an inherently human activity and while the Editor will make every attempt to provide an error-free edit, the Editor does not guarantee a 100% flawless manuscript.

**-** Client understands that Editor will not provide a refund for their services under any circumstances. If Client decides to break the contract, the Editor will not issue a refund, except where required by law.

1. By signing this contract, the Client agrees to complete the following:

- Provide editor with all the materials necessary to complete the job in a timely manner. **[Timely manner is defined as five business days or less. Any delay or lack of communication will put the project on hold and/or move project to the back of Editor’s schedule].**

- Provide feedback requested by Editor in a timely manner.

- Complete payment in full before the manuscript is released back to the client.

- Editor is not available to communicate with the Client outside of the terms listed below. **While Editor will make every effort to communicate with the Client in a timely fashion, any communication outside of these terms listed below is at the Editor’s convenience and not at the convenience of the Client.** Voicemails and emails will be answered during these stated hours below:

[agreed upon dates, hours, and format of communication to be entered here]

1. **DELIVERY OF FINAL PROJECT**
2. Completed project will not be released to the Client until the invoice is paid in full.
3. Completed project will be marked as FINAL and will be sent to client via email in .DOCX format with tracked changes and comments.
4. **PAYMENT AND TERMS**
5. The estimated fee for this project is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
6. The project will only be started after a 50% deposit has been made.
7. Fees will be paid via \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(PayPal, other means, etc.)
8. Editor will not release the completed project until payment is made in full. Editor is not responsible for any delays due to non-payment.
9. Payment in full is to be made within **seven calendar days**. Failure to do so will result in delays and/or late fees. Editor has the right to hold the manuscript indefinitely until payment is complete.
10. For every seven calendar days after the due date that the client is late in payment, a 10% late fee will be added to the total amount.
11. Editor will not provide a refund under any circumstances.
12. **INDEMNITY**
13. Editor is not liable for any plagiarism or copyright infringement committed by the client.
14. Editor is not responsible for any litigation in any form, legal fees, claims, demands, or complaints that may arise from publication.
15. Editor is not responsible for checking the facts in the manuscript. While all attempts will be made to alert the Client to possible factual errors, the **Client is solely responsible for any incorrect facts in the final manuscript**. Client recognizes and accepts that the Editor is not an expert in any specific field (except copyediting), and Editor is not responsible for facts, arguments, or conclusions drawn in manuscript.
16. Editor is not responsible for any damages to Client or any third parties including, but not limited to, any actual or perceived issues listed below:
	1. Lost profits
	2. Lost savings
	3. Lost time
	4. Incorrect facts
	5. Copyright infringement
	6. Plagiarism
	7. Missed due dates
	8. Delays
	9. Libel/Slander issues
17. **Termination of Contract**
18. This contract can only be amended by written agreement between Editor and Client.
19. Additional work requested outside of the scope of this contract (see Section A) will require a new contract.
20. Either Client or Editor can terminate this contract for any reason. Client will be charged a prorated fee for any work done before termination.

Editor: Balancing Act Editorial, LLC

Registered Agent of Balancing Act Editorial, LLC:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Jennifer Bradshaw

Author:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Printed Name)

Author:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (signature)