

## **Agreement for Editing Services**

This Agreement is between Ellie Barton (“Editor”), residing in Ontario, Canada, and Author (“Author”).

### ***Editor***

Ellie Barton  
3 Sinclair Street  
Kingston, Ontario K7M 4K1  
Phone: 613-572-3567, land line 613-384-3567  
Email: elliebarton@editorbooks.net

### ***Author***

Name  
Address  
Phone  
Email

## 1. STATEMENT OF WORK

### ***Project Description***

Working title:

Word count:

### ***Developmental Edit: Editorial Letter + Comments in the Margins***

The Editor will provide a developmental edit in the form of an editorial letter and comments in the manuscript in Microsoft Word.

The letter (~2,500 words) will analyze “big picture” issues such as audience, purpose, chapter titles and organization, themes, narrative arc, beginning and ending, pacing, scene and summary, timelines, characterization, settings, interior monologue, level of detail (what could be added or tightened up), narrative techniques, voice, and next steps. The topics discussed in the letter may not exactly match the above list; the Editor will decide on the topics after reading the entire manuscript.

The letter will highlight what is done well and make specific recommendations to improve any elements that need more work.

Comments in the margins will supplement the editorial letter by providing feedback on sentences and paragraphs. The Editor will not comment on any sentences and paragraphs that might be

rewritten or deleted in response to the editorial letter.

### ***Communication and Follow-Up***

While working on the edit, the Editor will email the Author as needed with questions and updates.

On completion of the edit, the Editor will be available to the Author for one or two Zoom sessions, on request, to discuss the edit and next steps. Each Zoom session will be a maximum of 30 minutes.

The Author may request additional consultations for CAD\$60 per hour.

### ***Changes and Additions***

Once the Author has sent the manuscript to the Editor, any subsequent Authorial changes to the manuscript may be considered additional work. Such changes may affect the cost and deadline for completing the edit.

The Author and Editor agree that requests for additional work and renegotiated deadlines or fees will be communicated in writing, by email.

### ***Limitations***

This Editorial Agreement covers three passes through the manuscript: an initial read through, a second reading to analyze structural issues and write the editorial letter, and a third pass to add comments. The Agreement does not cover a review of revisions the Author makes in response to the edit. If desired, the Author may request a new Editorial Agreement for stylistic and copy editing.

## **2. DELIVERY DETAILS AND DEADLINES**

The Author agrees to email the manuscript as a Microsoft Word file by [date].

The Editor will complete the edit by [date]. The Editor will email the editorial letter, plus the manuscript with comments, to the Author on or before that date.

If during the work, the Editor finds that the project will require more time than anticipated, the Editor will notify the Author immediately. The Editor and Author will negotiate a new date for completion of the edit.

Digital files may become corrupted or erased with improper use. It is the Author's responsibility to ensure the safekeeping and stability of the files once the Editor has released them to the Author.

### 3. FINANCIAL DETAILS

#### ***Fees and Invoicing***

A fee of [\$\$\$\$] is to be paid by the Author to the Editor. The Editor requests [\$\$] on acceptance of this Agreement and [\$\$] on completion of the edit. The Editor will invoice the Author for each payment.

Payments will be considered late if received by the Editor two weeks or more after the date on the invoice. Late payments are subject to an additional fee of 2% per week.

The Editor prefers to receive payments by e-transfer but also accepts cheques.

### 4. OTHER TERMS AND CONDITIONS

#### ***Editor's Status***

The Editor is an independent contractor. Nothing in this Agreement will be understood to create a partnership, joint venture or co-venture, agency, or employment relationship between the Author and the Editor.

At the option of the Editor, the Author may credit the Editor for the work developed under this Agreement.

#### ***Confidentiality and Non-Disclosure***

The Author will provide personal data (name, address, contact information) that has a direct bearing on the successful outcome of the project. The Editor will not disclose this information to any third party, except with the Author's written consent or as required by law with prior notice to the Author.

The Editor will hold in confidence the Author's manuscript and will not disclose the content to any third party, except with the Author's written consent or as required by law with prior notice to the Author.

#### ***Copyright***

Under Canadian law, copyright in an original work automatically belongs to the Author, the person who created the work. Copyright for the Editor's work (the editorial letter and comments) belongs to the Editor. Copyright for the manuscript revised in response to the edit belongs to the Author.

The Editor will endeavour to flag elements of a work that may require copyright permission to use. These elements may include song lyrics, long quotations, and photos to be included in the

final publication. It is the Author's responsibility to comply with copyright laws and obtain the necessary permission to use the work of others.

### ***Warranties***

Editing is a process of offering advice and suggestions to the Author. While the Editor will make every effort to identify and bring questionable material to the Author's attention, it is not possible to guarantee error-free content.

The Editor's responsibility is limited to notifying the Author of any suspected or unresolved issues within the edited work. The Author is responsible for accepting (or rejecting) the Editor's suggestions and resolving any issues identified by the Editor (e.g., suspected plagiarism).

Rejecting or disliking the Editor's suggestions is not a basis for refusing to pay the fees outlined in this Agreement.

### ***Indemnity and Liability***

The Author agrees to indemnify the Editor from any and all claims or demands, including legal fees, that arise out of any alleged libel, copyright infringement, or other legal or contractual issues created by the Author in writing, revising, publishing, or otherwise using the work.

### ***Failure to Perform***

If the Editor cannot perform the duties outlined in this Agreement, the Editor will refund any amount paid by the Author for services not delivered, including any unearned portion of the deposit. The Author will have no further liability with respect to the Agreement.

## **5. MODIFICATION/TERMINATION OF AGREEMENT**

### ***Modification***

Any modification of this Agreement must be in writing (by email) and acknowledged in writing by both the Author and the Editor.

### ***Termination***

This Agreement may be terminated by the Author or the Editor with at least 7 days' notice. If the Agreement is terminated, the Author and Editor will negotiate the amount that the Editor will refund or that the Author will pay for work done up to the date of termination.

### ***Applicable Law***

This Agreement will be governed and interpreted in accordance with the laws of Canada and the province of Ontario.

## 6. SIGNATURES

The Author and the Editor each confirm that they have full power and authority to enter into this Agreement and acknowledge that their electronic or scanned signatures are sufficient proof of accepting the terms of this Agreement.

Date:

Date:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Ellie Barton  
Editor

[Name]  
Author