



Quintessential Editing LLC

Corey Truax

QuintessentialEditing@gmail.com
www.quintessentialeditor.com

Editing Contract for XXXXXXXX

This agreement is between Corey D. Truax, of Quintessential Editing LLC (“Editor”) and XXXXXXX, of XXXXXXX (“Client”) and concerns the following Manuscript:

Author: XXXXXXXXXX (referred to in this contract as “Author”)
Working Title: XXXXXXXXXXXX (referred to in this contract as “Manuscript”)
Length: 83,000 words (approximate)
Tasks Required: Copyediting (as defined in “Specified Tasks”)

1. Specified Tasks:

- **Copyediting.** The Editor agrees to do the following on the Manuscript: copyediting for grammar, usage, spelling, punctuation, and other mechanics of style.

In regards to this Manuscript, the Editor will not be responsible for consistency of facts, events, technology, or character. The Editor will make every attempt to address these issues, but this tasking is outside of the scope of the currently agreed upon work.

Unless otherwise indicated by the Client, *The Chicago Manual of Style (16th Edition)*, will be the standard style guide utilized for copyediting.

- **Additional Tasking (1).** Ensure the Author implements specific structural changes assigned by the Client.
- **Additional Tasking (2).** Editor will implement additional style considerations as discussed in email correspondence with Client.

2. Delivery.

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

Form of delivery: Via the Author’s Dropbox account.
Format of Manuscript: Microsoft Word document

3. **Deadline.** At the time of this contract, no agreement has been reached regarding a date of completion for work rendered by the Author. As the Editor's time of completion is contingent on the Author, copyediting will be finished no later than 15 days after the Author finishes the Manuscript completely.

4. **Payment.** The agreed-upon editorial fee of \$XXX United States Dollars (USD), based on a flat rate, is to be paid to the Editor via a PayPal invoice.

The payment is to be split in half and paid by the Client in the following manner:

1. The first installment of \$XXXX (USD) is to be paid to the Editor after this contract has been reviewed and signed by both parties. Upon return of this signed contract, a PayPal invoice will be generated and emailed to the Client by the Editor.
2. The second installment of \$XXXX (USD) is to be made after the work has been finished by the Editor and accepted by the Client. The Client will review the completed work and notify the Editor within 14 business days of any issues.

Both payments are to be made by the Client within 10 business days of the date of the invoice. Any unpaid balance after the due date is subject to 5% interest per month until the invoice is paid in full.

5. **Termination.** This agreement may be terminated by either party in the event of material change of circumstance, with 10 days' notice sent via email to the other party. If either party terminates the agreement, the Client will not be required to provide any additional compensation to the Editor.

6. **Indemnity.** Editing is intrinsically a 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.

7. **Nondisclosure Agreement (NDA).** For the purpose of preventing the unauthorized disclosure of confidential information, the Client and Editor agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information as defined below.

- "Confidential Information" shall include all information or material that has, or could have, commercial value or other utility in the business in which the Client is engaged.

Furthermore, the Editor agrees to obtain written permission from the Client to reference any part of the Manuscript for personal or professional purposes.

8. **Special Clauses.**

1. If applicable, the editorial credit line shall read: Corey D. Truax
2. 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.
3. The Client agrees that the Editor will be allowed to reference corrections and content contributed by the Editor for use in a professional portfolio. As per the above agreed upon NDA,

the Editor will obtain written permission from the Client specifying what can be used for this purpose.

7. Applicable Laws. The terms of this agreement shall be interpreted according to the laws of the United States of America. 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:

Editor's Printed Name:
Signature:
Date:
Address:

Client's Printed Name:
Signature:
Date:
Address:

[End of Contract]