

# Editor and client agreement

This Agreement is entered into between Suzy Taylor Oakley, doing business as Suzy Oakley Solutions ("Editor"), suzy@suzyoakley.com, and Joyce Gilbert ("Client").

## 1. PROJECT INFORMATION

**Client/author name:** Joyce Gilbert

**Client/author email:** jmgilbert78@gmail.com

**Working title:** The Pursuit

**Manuscript length:** 108,242 words (delivered to editor)

**Service type:** Proofreading

## 2. SCOPE OF WORK

The Client is hiring the Editor to proofread the manuscript identified in this Agreement.

Proofreading is a review intended to catch spelling, punctuation, grammar, usage, consistency, and other minor mechanical errors. Proofreading is not copy editing, line editing, rewriting, fact-checking, citation checking, permissions review, indexing, formatting, design, or layout work unless specifically stated in this Agreement.

The Editor will review only the manuscript or materials provided by the Client for this project. Unless specifically stated in this Agreement, the Editor is not responsible for fact-checking, citation checking, permissions, indexing, formatting, design, layout, or any service not expressly included in the scope of work.

For proofreading projects, the Client may submit the manuscript as a PDF or a Microsoft Word document. If proofreading is performed in Word, the Editor will return the manuscript as a Word document with Track Changes and comments enabled. If proofreading is performed in PDF, the Editor will mark corrections and queries in the PDF.

## 3. TERM OF AGREEMENT

This Agreement becomes effective on the date both parties sign it and remains in effect until the work described here is completed, unless terminated earlier under the Agreement.

## 4. EDITOR'S RESPONSIBILITIES

The Editor agrees to:

- Perform the agreed-upon services in a professional manner.
- Use reasonable care and skill in completing the work.
- Maintain the confidentiality of the Client's unpublished manuscript and private project information.
- Communicate with the Client regarding material questions or concerns that arise during the project.

## 5. CLIENT'S RESPONSIBILITIES

The Client agrees to:

- Provide the manuscript and related materials in the agreed format.
- Ensure that the submitted manuscript is the version intended for proofreading.
- Respond to questions, queries, or requests for clarification in a timely manner.
- Review suggested changes and comments within the agreed timeframe.

- Pay all fees according to this Agreement.
- Obtain any permissions necessary for copyrighted or third-party material included in the manuscript.

## **6. DELIVERY AND SCHEDULE**

The Editor will begin work after receiving:

1. The Client's completed online form acknowledging that she has read and agrees to this Agreement.
2. The Client's manuscript in the agreed format.
3. The required deposit.

The Editor will deliver the proofread manuscript no later than 30 business days after receiving all required materials and the deposit.

If this project includes a follow-up review after the Client responds to queries, the Editor will complete that follow-up review within 14 business days after receiving the Client's revised manuscript.

Any additional rounds of review, rereads, or new material submitted after work begins are outside the original scope unless otherwise agreed in writing and may require additional fees and time.

The Editor is not responsible for delays caused by circumstances beyond her reasonable control.

## **7. CHANGES TO THE MANUSCRIPT**

If the Client changes, adds to, rewrites, or substantially revises material after submitting it for this project, the Editor may revise the fee, the delivery date, or both. Any such changes will be confirmed in writing.

## **8. FEES AND PAYMENT**

**Total project fee:** \$747

**Deposit due before work begins:** \$373.50

**Final payment due:** Before delivery of final files

The Client will pay a nonrefundable deposit equal to 50 percent of the project fee before the Editor begins work, unless otherwise agreed in writing.

The remaining balance is due before delivery of final files.

If the project changes materially after work begins, the parties may renegotiate the fee and timeline in writing.

Any payment after the final due date is subject to 3% interest per month, plus a monthly \$5 rebilling fee.

## **9. NONPAYMENT**

The Editor is not required to deliver final files, complete additional work, or provide further services until payment due under this Agreement has been received in full.

The Client's dissatisfaction with proofreading suggestions, comments, or recommendations does not relieve the Client of the obligation to pay for services performed under this Agreement.

## **10. CONFIDENTIALITY AND PUBLIC REFERENCE**

The Editor will keep the Client's unpublished manuscript and private project information confidential unless disclosure is required by subpoena, court order, or other legal process.

The Client agrees that the Editor's emails, comments, critique notes, and other correspondence are private and are not to be quoted, published, posted, or used as endorsements, testimonials, or promotional material without the Editor's written permission.

The Client may not list or credit the Editor in any published version of the work without the Editor's written permission.

## **11. COPYRIGHTED MATERIAL AND PERMISSIONS**

The Editor may flag material that appears to require permission or attribution, but the Client remains solely responsible for obtaining permissions and for ensuring lawful use of quotations, lyrics, images, trademarks, excerpts, or any other third-party material included in the manuscript.

## **12. TERMINATION**

Either party may terminate this Agreement upon written notice if a material change in circumstances makes completion of the project impracticable or if the other party materially breaches this Agreement.

If the Agreement is terminated, the Client will pay the Editor for all work completed up to the date of termination. The deposit is nonrefundable once work has begun.

## **13. WARRANTIES**

The Editor will perform the agreed-upon services in a professional manner consistent with generally accepted editorial practices.

However, proofreading involves professional judgment, suggestions, and recommendations, and the Editor cannot guarantee that the manuscript will be free of all errors or that it will be accepted for publication.

The Editor will make reasonable efforts to identify issues that come to her attention during the course of the work, but the Client remains responsible for reviewing the manuscript, accepting or rejecting suggested changes, verifying facts, obtaining permissions, and approving the final version for publication or distribution.

## **14. INDEMNITY**

The Client represents that she has the right to submit the manuscript and all related materials for proofreading services.

The Client agrees to indemnify and hold harmless the Editor from any third-party claims, damages, liabilities, costs, or expenses, including reasonable legal fees, arising out of the manuscript or the Client's writing, revision, publication, distribution, or use of it, including claims involving libel, plagiarism, copyright infringement, trademark infringement, invasion of privacy, or other unlawful content supplied by the Client.

## **15. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, the Editor's liability under this Agreement, if any, will not exceed the amount actually paid by the Client for the services giving rise to the claim.

The Editor will not be liable for indirect, incidental, consequential, special, or punitive damages, including lost profits, lost savings, publication costs, or reputational harm.

## **16. NOTICE**

Notices and other communications under this Agreement must be in writing and may be sent by email. Notice is effective when sent, unless the sender receives notice that the email was not delivered.

## **17. SEVERABILITY**

If any provision of this Agreement is held to be unlawful, void, or unenforceable, that provision shall be deemed severed from this Agreement, and the remaining provisions shall remain in full force and effect.

## **18. WAIVER**

A waiver of any breach or default under this Agreement does not waive any later breach or default.

## **19. MODIFICATION**

This Agreement may be changed only by a written amendment signed by both parties.

## **20. GOVERNING LAW**

This Agreement is governed by the laws of the state of Arkansas, without regard to conflict-of-law principles.

## **21. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties regarding this project and supersedes all prior discussions or understandings relating to it.

## **22. ELECTRONIC SIGNATURES**

The parties agree that electronic signatures are valid and binding for all purposes under this Agreement.