

**Right Line Editing & Design**  
Sample Standard Contractual Agreement

The participants in this Agreement are Christine Hunt dba Right Line Editing and Design ("Editor") and \_\_\_\_\_ ("Client").

This Agreement covers the following:

Author(s): \_\_\_\_\_

Working title: \_\_\_\_\_

Length and description of manuscript: \_\_\_\_\_

\_\_\_\_\_

**I. TASKS TO BE PERFORMED BY THE EDITOR**

The Editor agrees to perform the following services as defined in Schedule A: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**II. DELIVERY OF RESOURCE AND/OR TEXTUAL MATERIALS**

a. The Client shall provide access to all materials, information, or subject-matter experts required by the Editor to complete the Tasks specified in Section I of this Agreement. The Client shall ensure that this cooperation takes place by:

- i. appointing a Client Representative with the necessary authority to approve or make decisions if the Client is unavailable during the course of the project,
- ii. actively participating in project management, including but not limited to arranging and attending meetings required by the Editor or delegating an equally qualified Client Representative to attend in place of the Client,
- iii. obtaining and analyzing any information that the Editor requires to successfully complete the Task,
- iv. making technical or other major decisions, as requested by the Editor, in a timely manner,
- v. making or obtaining approvals, as requested by the Editor, in a timely manner.

b. Reference, resource, and/or textual materials are to be delivered to the Editor by the Client on or before (day) \_\_\_\_\_ (date) \_\_\_\_\_ by means of (mail, e-mail attachment, courier, or

other-as specified) \_\_\_\_\_ in the following format:

\_\_\_\_\_.

c. These reference, resource, and/or textual materials are to include, but not be limited, to:

\_\_\_\_\_

\_\_\_\_\_.

**III. SCHEDULE**

a. The projected schedule for completion of the Editor's work is as follows:

- i. Delivery of initial materials to Editor on or before: (date) \_\_\_\_\_.
- ii. Delivery of completed work to Client on or before: (date) \_\_\_\_\_.

**IV. COMPENSATION**

a. The agreed-upon editorial fee of \$ \_\_\_\_\_ (US), based upon a flat fee or an hourly rate of \$ \_\_\_\_\_ per hour, is to be paid by the Client to the Editor according to the following schedule:

\_\_\_\_\_.

This fee does not include any Sales and Use Taxes or other applicable federal or state taxes, which will be added at the end of the project, as applicable.

- b. Payment is to be made in US dollars payable to Right Line Editing and Design at the address noted below.
- c. Payment is to be made within \_\_\_\_\_ days of invoice. Any payment after the due date is subject to \_\_\_\_\_% per month ( \_\_\_\_\_% per annum) until the invoice is paid in full. Nonpayment of upfront or midpoint balances due may result in delays to the projected completion schedule.
- d. The Client shall reimburse the Editor for direct expenses incurred in fulfillment of this Agreement including but not limited to photocopying, printing, long-distance telephone charges, travel, parking, purchase of specialized software, postage, courier charges, and others, as follows: \_\_\_\_\_.

**V. TERMINATION**

This Agreement may be terminated by either party in the event of material change of circumstances, with \_\_\_\_\_ days notice sent in writing to the other party at the address shown below. If the Editor terminates the Agreement, the Editor will be paid by the Client for work done up to the date of termination. If the Client terminates the Agreement, the Editor will be paid by the Client for the work done up to the date of termination plus an additional sum equal to ten percent (10%) of the balance of the original contract as a "kill fee."

VI. SPECIAL CLAUSES

- a. The editorial credit line shall read: \_\_\_\_\_ and shall appear on \_\_\_\_\_, at the option of the Editor.
- b. The Editor retains ownership of all work performed, including all relevant intellectual property rights, until full payment has been received. Use of the work before that time represents a violation of U. S. copyright laws unless said use is agreed to in writing by the Editor. Further, the Editor acknowledges that following full and final payment for all work performed no rights, whatsoever, are assigned to the Editor or her company. Following full and final payment, all rights to the publication of this manuscript become the Client's.
- c. The Client shall allow the Editor a reasonable number of copies of the final project for use in the Editor's portfolio. "Reasonable" as regards this Agreement shall be equal to: \_\_\_\_\_.
- d. Unless specified in a written appendix to this Agreement, no information covered or associated with this contract shall be considered confidential. The Editor shall utilize due discretion to protect such information but shall be held blameless for the release of any information not explicitly declared confidential in this Section or in an appendix to this Agreement.
- e. All correspondence concerning this project shall be in English.
- f. Other: \_\_\_\_\_

VII. INDEMNITY

- a. The goal of this Agreement is for the Editor to provide to the Client the services specified in Section I of this contract. The Client acknowledges that they and their representatives are the experts in the subject matter and that the Editor is not. Therefore, the Client assumes full responsibility for verifying the validity and accuracy of all work submitted by the Editor. The Client shall thus hold the Editor blameless for any unanticipated consequences of accepting the Editor's work and agrees to indemnify and hold harmless the Editor from any and all claims or demands, without limitation and including legal fees, arising out of any alleged libel or copyright infringement committed by the Author or Client or any other problem committed by the Client in creating the work.
- b. The Editor shall also be indemnified and held harmless for any issues arising from an inability to maintain the Agreement Timeline due to events or circumstances beyond her control, including but not limited to client delays in written communication of approvals or delays in payment of upfront and midpoint fees.

VIII. APPLICABLE LAWS

This Agreement and any attached Schedule and/or Appendices represent the entire contract between the Editor and the Client. The terms of this Agreement shall be interpreted according to the laws of the State of Wisconsin, United States of America.

This contract may be changed only by written agreement between the Editor and the Client. All such changes shall be attached in the form of a signed and dated appendix.

Signed by the parties to this Agreement

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

Date: \_\_\_\_\_

Editor's printed name:

Christine Hunt dba Right Line Editing and Design

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Date: \_\_\_\_\_

Client's printed name:

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_