

# FREELANCE MANUSCRIPT EDITING AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

[NAME OF AUTHOR]  
("Author")

- and -

[NAME OF EDITOR]  
("Editor")

**WHEREAS:**

- A. Author has written an original manuscript of approximately \_\_\_\_\_ words in length, with a working title of "\_\_\_\_\_" (the "Manuscript").
- B. Author wishes to retain Editor to edit the Manuscript, and Editor wishes to be so retained.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

## 1. Relationship of Parties

The parties expressly agree and acknowledge that the relationship created by this Agreement is one of Independent Contractor. The Editor is not, and will not be treated as, an employee of the Author for federal tax purposes, or any other purpose.

## 2. Services to be Provided by Editor

Editor shall provide the services set out in Schedule A hereto, and any additional services mutually agreed upon by the parties.

## 3. Delivery

Author shall deliver the Manuscript to Editor by no later than \_\_\_\_\_ [insert date]. The Manuscript may be delivered by means of personal delivery, on CD-Rom or other electronic file transfer media, or by e-mail, in one or more of the following formats: \_\_\_\_\_ [list].

## 4. Completion Date

Editor estimates that the required work on the Manuscript shall involve \_\_\_\_\_ iterations. The projected schedule for completion of Editor's work hereunder is anticipated to be \_\_\_\_\_ [insert date], subject to timely delivery of the Manuscript by Author.

## 5. Termination

Either party may terminate this Agreement at any time in the event of a material change of circumstance, effective upon \_\_\_\_\_ days written notice. Upon termination, Author will pay Editor for work done up to the date of termination.

## 6. Compensation

[Use the following if hourly fees are to be paid]:

Author shall pay Editor an hourly editorial fee of \$\_\_\_\_\_ per hour. Editor will invoice Author on a [weekly / monthly] basis. Payment shall be made within \_\_\_\_\_ days of the date of Editor's invoice.

[Use the following if a flat rate is being charged]:

Author shall pay Editor the total sum of \$ \_\_\_\_\_, to be paid in \_\_\_\_ installments as follows:

(a) [set out amounts and times for payment]

Any payment made after the due date is subject to \_\_\_\_\_% interest from the due date until the date of payment.

**7. Expenses**

Author shall, upon receipt of invoices for same, reimburse Editor for any direct out-of-pocket expenses incurred by Editor in performing his/her duties hereunder, including but not limited to travel (at the rate of \_\_\_¢ per mile/kilometer), parking, photocopies, couriers, postage, and long distance charges.

**8. Taxes and Remittances**

Editor shall be responsible for the reporting, deposit and payment of any and all federal, [state OR provincial], and local taxes and other remittances required by law which are incidental to the performance of, or payment under, this Agreement.

**9. Ownership of Intellectual Property**

Author shall retain all copyrights, including but not limited to intellectual property, electronic rights, ownership of the finished product, and all materials used to create the Manuscript. Author shall also retain all rights to any additional products, including but not limited to the proprietary characters, all printed and/or published materials in any medium whatsoever, marketing and promotional products.

**10. Editorial Credit**

The editorial credit line shall read:

[describe]

and shall appear \_\_\_\_\_ [indicate where the credit is to appear].

**THIS IS A 4-PAGE FORM.**