

EDITING SERVICES AGREEMENT

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This Editing Services Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[EDITOR LEGAL NAME], an individual or [STATE] [ENTITY TYPE] with a mailing address at [EDITOR ADDRESS] (the "**Editor**"); and

[CLIENT LEGAL NAME], an individual or [STATE] [ENTITY TYPE] with a mailing address at [CLIENT ADDRESS] (the "**Client**").

Editor and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client owns or controls a written manuscript or other text and wishes to engage Editor to provide editing services, and Editor wishes to provide those services on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of Services

1.1 Manuscript. Client engages Editor to edit the written work described in **Exhibit A** (the "**Manuscript**"), consisting of approximately [WORD COUNT OR PAGE COUNT] in [FILE FORMAT, e.g. Microsoft Word].

1.2 Type of editing. The Editor will provide the level of editing selected below, as defined in Exhibit A:

- (a) **Developmental editing** — structure, organization, narrative or argumentative flow, and high-level content guidance;
- (b) **Line editing** — sentence-level style, tone, clarity, and word choice;
- (c) **Copyediting** — grammar, spelling, punctuation, consistency, and adherence to a style guide; and/or
- (d) **Proofreading** — a final pass to catch surface errors before publication.

1.3 Style guide. Unless Exhibit A states otherwise, Editor will follow [STYLE GUIDE, e.g. The Chicago Manual of Style] and [DICTIONARY / SPELLING CONVENTION], and any client-supplied style sheet.

1.4 Method. Editor will deliver edits using [tracked changes / inline comments / a separate editorial memo], as described in Exhibit A.

1.5 Exclusions. Unless expressly included, the Services do not include fact-checking, rewriting, ghostwriting, indexing, formatting for publication, legal review, or permissions clearance.

2. Standard of Service

2.1 Professional care. Editor will perform with reasonable skill and care consistent with professional editing standards.

2.2 Author's voice. Editor will respect the Manuscript's voice and intent and will suggest rather than impose substantive changes, leaving final decisions to Client.

2.3 No guarantee of outcome. Editor improves quality and consistency but does not guarantee any particular publication, acceptance, sales, review, or error-free result, as editing is a judgment-based service.

3. Schedule and Delivery

3.1 Timeline. Editor will use reasonable efforts to deliver the edited Manuscript by [TARGET DATE] or within [NUMBER] business days of receiving the final Manuscript and deposit.

3.2 Client materials. Client will deliver the complete, final Manuscript in the agreed format. Substantive changes to the Manuscript after editing begins may require a revised schedule and additional fees.

3.3 Delay. Deadlines are extended by any period of delay caused by Client, including late delivery of the Manuscript, late answers to editorial queries, or late payment.

4. Revisions and Queries

4.1 Editorial queries. Editor may raise questions in the Manuscript or a query list. Client will respond within [NUMBER] days so Editor can finalize.

4.2 Included passes. The fee includes [NUMBER, e.g. 1] review pass after Client reviews Editor's edits, limited to clarifying or reconciling the edits already delivered.

4.3 Additional rounds. Further editing rounds, or editing of materially revised or expanded text, are out of scope and quoted separately by written agreement.

5. Compensation

5.1 Fee. Client will pay Editor [a flat fee of [AMOUNT] / [RATE] per word / [RATE] per page / [RATE] per hour] for the Services, as detailed in Exhibit A.

5.2 Estimates. Any hourly or per-unit estimate is a good-faith projection, not a fixed cap, unless Exhibit A states a not-to-exceed amount.

5.3 Deposit and payment. Client will pay a non-refundable deposit of [AMOUNT OR PERCENTAGE] before Editor begins, and the balance on delivery of the edited Manuscript, or as set out in Exhibit A.

5.4 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law, and Editor may pause work on [NUMBER] days' written notice.

5.5 Expenses. Client will reimburse reasonable, pre-approved, documented out-of-pocket expenses incurred in performing the Services.

6. Ownership and Confidentiality

6.1 Client ownership. Client owns the Manuscript and the resulting edited Manuscript. Editor claims no authorship or copyright in Client's content and, on full payment, assigns any copyrightable contribution in the edits to Client.

6.2 No attribution required. Editor is not entitled to a public credit unless the Parties agree in writing. Editor may list the project type in a private portfolio or client list unless Section 6.3 prohibits it.

6.3 **Confidentiality.** Editor will keep the Manuscript and all non-public information about Client confidential, will use it only to perform the Services, and will not disclose or publish it. This obligation survives termination.

6.4 **Editor's tools.** Editor retains rights in Editor's general methods, style sheets, and templates, which are not assigned to Client.

7. Representations and Warranties

7.1 **By Client.** Client represents that Client owns or has the right to edit and publish the Manuscript, that the Manuscript does not knowingly infringe third-party rights, and that the content is Client's responsibility.

7.2 **By Editor.** Editor represents that Editor has the right to enter this Agreement and will perform the Services in a professional manner.

7.3 **Content responsibility.** Editor is not responsible for the accuracy, legality, or originality of Client's content and does not assume liability for claims arising from publication of the Manuscript.

8. Term and Termination

8.1 **Term.** This Agreement begins on the Effective Date and ends on completion and payment, unless terminated earlier.

8.2 **Termination for convenience.** Either Party may terminate on [NUMBER] days' written notice. Client will pay for all work performed through the termination date, and the deposit is non-refundable.

8.3 **Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within [NUMBER] days after written notice describing the breach.

8.4 **Effect.** On termination, Editor will deliver the edited portion completed to date for which Client has paid, and the confidentiality and ownership terms survive.

9. Limitation of Liability

9.1 **Indirect damages.** Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits or revenue.

9.2 **Cap.** Except for breaches of confidentiality, Editor's total liability under this Agreement will not exceed the total fees paid to Editor for the Services giving rise to the claim.

9.3 **Indemnity.** Client will indemnify Editor against third-party claims arising from the content of the Manuscript or its publication.

10. General Provisions

10.1 **Independent contractor.** Editor is an independent contractor, not an employee, partner, or agent of Client, and is responsible for Editor's own taxes.

10.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to conflict-of-laws rules, and the Parties submit to the courts located in [COUNTY, STATE].

10.3 **Assignment.** Editor may not assign or subcontract the Services without Client's prior written consent.

10.4 **Notices.** Notices must be in writing, sent to the addresses above, and are effective on receipt.

10.5 **Entire agreement; amendment.** This Agreement, with Exhibit A, is the entire agreement on its subject and may be amended only in a writing signed by both Parties.

10.6 **Severability and waiver.** If a provision is unenforceable, the rest remains in effect, and a Party's failure to enforce a provision is not a waiver.

10.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

EDITOR

CLIENT

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE OR N/A]**

Title: **[TITLE OR N/A]**

Date: _____

Date: _____

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