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Standard Agreement for Editing and Other Services

**Service Agreement No. EM2021/138**

**Working Title Short Form King of Soca**

Agreement for Editing and Other Services

# Parties

This Agreement is between *McGowan & Co.: The Write Edit Group* (“Editor”), operating in the province of Prince Edward Island, Canada, and Elizabeth “Lady” Montano (“Client/AU”), residing in The Republic of Trinidad and Tobago.

## Editor

**EDITOR NAME** Virginia McGowan PhD

**EDITOR ADDRESS** McGowan & Co.: The Write Edit Group

255 Richmond Street Charlottetown PE C1A 1J7 Canada

**EDITOR TELEPHONE** (902) 566-5462 / mobile (902) 330-2013

**EDITOR EMAIL** [vmcgowan@writeeditgroup.com](mailto:vmcgowan@writeeditgroup.com)

**GST/HST# 80924 3439 RT0001.**

***Client/Author (AU)***

**CLIENT/AU NO.** EM2021/138

**CLIENT/AU NAME\*** Elizabeth “Lady” Montano MPhil

**CLIENT/AU ADDRESS\*** 39 Gordon St.

Port of Spain

Trinidad WI

**CLIENT/AU TELEPHONE\*** +1(868) 382-7032

**CLIENT/AU EMAIL\*** [elenas@machelmontano.com](mailto:elenas@machelmontano.com)

\*Required fields

The Parties agree as follows:

# Effective Dates

1. This Agreement will begin on **01/06/2021** and continue until the book launch, which will be in **late 2021 or early 2022**, as provided in this Agreement between the Editor and Client/AU.

# Statement of Work

## Project Description

1. The Client/AU plans to write a nonfiction biographical work of approximately 50,000 words (estimated 200 pages @ the industry standard of 250 words/page) to be derived from her Masters’ thesis. The short working title is *King of Soca*.
2. The Editor will provide coaching and mentoring services to the Client/AU in the writing of her book. This coaching/mentoring will include advising on preparation for writing her manuscript, the manuscript writing itself, book covers and title, and how to develop the book from her Masters’ thesis to a trade book publication.
3. Additionally, the Editor will advise the Client/AU on self-publication or, if a traditional publishing route is preferred, on writing a proposal to the selected publisher. If the Client/AU wishes the Editor to write a book proposal, that will be covered under a separate contract.
4. The Editor will provide professional services to the Client/AU for developmental, stylistic, and copy editing of the manuscript.
5. Edits, queries, and comments and the Client/AU’s responses will be made in Track Changes.
6. Standard definitions of types of editing and proofreading are provided in Attachment 1.
7. The work will be assumed to have started on 1st June 2021 and will continue for approximately when editing is completed in early 2022.
8. Should the word count change, the fee will be adjusted according to the percent change. For example, a ten percent increase in word count will be reflected in a ten percent increase in the total fee.
9. The Editor will manage a subcontract for indexing of the book, with the indexing fee to be absorbed by the Client/AU. The fee for indexing is $5.00 per indexable page.
10. Formatting/typesetting of the book and e-book will be the responsibility of the Client/AU.
11. The Client/AU is responsible for correcting any omissions or errors in the reference list as flagged by the Editor.

## Type of Editing and Work Plan

1. Should the word count change, the fee will be adjusted accordingly.
2. The work will progress as follows:
   1. The Editor will undertake a developmental edit on the first draft (“sloppy copy”) and return it to the Client/AU with an editorial report. A developmental edit is a high-level critique of the first draft of the manuscript.
   2. When the manuscript is deemed ready, the Editor will undertake two editing passes through the manuscript and return it to the Client/AU.
   3. The Client/AU will return the manuscript to the Editor after having reviewed and responded to the Editor’s edits, queries, and comments.
   4. The Editor will review the responses and seek to resolve any outstanding issues with the Client/AU.
   5. The Editor will be available for coaching/mentoring discussions with the Client/AU between the start of the contract (1st June 2021) and the book launch. Coaching/mentoring may involve longer discussions and brief laser sessions (10 min) to a maximum of five hours. Coaching/mentoring may take place via telephone, email, text, or Zoom.
   6. The Editor will provide proofreading at no charge. In addition, the Editor will scan and correct the edited manuscript using PerfectIt software at no charge.
3. The project may include multiple drafts in Microsoft Word.
4. The Editor will deliver the completed edited product to the Client/AU by email.
5. The Client/AU will arrange for typesetting/formatting for books and e-books.
6. The Editor will proofread the typeset/formatted book and e-book.
7. The Editor will advise the Client/AU on how to upload the book and e-book OR how to seek a traditional publisher.

***Timeline***

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| --- | --- |
| DATE | WHAT IS TO BE COMPLETED BY THIS DATE |
| 18/06/2021 | Service Agreement/Contract is signed by both parties and backdated to 1st June 2021. |
| 07/07/2021 | Client/AU completes first draft/sloppy copy and preliminary AU edits and sends the manuscript to the Editor |
| 04/09/2021 | Editor completes developmental edit and sends editorial report to Client/AU |
| 01/10/2021 | Client/AU completes revision of manuscript and sends 2nd draft to Editor. |
| 15/10/2021 | Editor checks for unresolved issues, returns the edited manuscript to the Client/AU for formatting/typesetting. Includes Style Sheet. |
| Remaining work to be completed | * Typesetting/formatting outsourced. * Editor proofreads the typeset/formatted book. * Typeset/formatted manuscript sent for indexing. * Indexed manuscript (book and e-book plus covers) uploaded to Ingram Spark for distribution on Amazon and Barnes & Noble. * Book launch. |

# Financial Details

## Fees/Rate

1. The Editor’s fees for editing are determined by the length and complexity of the manuscript, the level and type of editing required, and other services provided (e.g., coaching/mentoring).
2. Further adjustments to the fee depend upon whether the Client/AU requests that the references cited (bibliographic list) are to be reconciled with in-text citations and the deadline for completion (e.g., a surcharge is applied to a rush job). If the total word count includes the references cited, the fee will reflect the entire word count including the references cited sections.
3. The Editor is required to collect provincial/territorial and federal taxes as per the Canada Revenue Agency Place of Supply Rules. International clients are exempt from paying Canadian taxes.
4. The total fee for this work is quoted as **$ 8,850.00** CAD based on information provided by the Client/AU and the Editor’s assessment of the work involved.

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| --- | --- | --- | --- | --- |
| SERVICE | RATE | | FEE | |
| Coaching/mentoring | $ 100/hour X 5 hours | | $ 500.00 CAD | |
| Developmental edit | $ 100.00/hour X 25 hours | | $ 2,500.00 CAD | |
| Stylistic editing & copyediting | $ 85.00/hour X 60 hours | | $ 5,100.00 CAD | |
| Proofread of typeset/formatted book | $ 50.00/hour X 15 hours | | $ 750.00 CAD | |
| Manage subcontract for indexing | No charge | | | |
| Total fee |  | $ 8,850.00 CAD | |

1. The Client/AU will pay the Editor by direct deposit in four equal installments of the total fee as follows:

|  |  |  |
| --- | --- | --- |
| DATE | INVOICE TO BE PAID | FEE |
| 18/06/2021 | 1ST Invoice  nonrefundable | $ 2,212.5 CAD |
| 23/07/2021 | 2nd invoice | $ 2,212.50 CAD |
| 10/09/2021 | 3rd invoice | $ 2,212.50 CAD |
| 29/10/2021 | 4th invoice | $ 2,212.50 CAD |

1. Any payment made after the due date is subject to 5 percent interest per month.
2. Credit card payments must be approved by the Editor in advance and are subject to a 5 percent handling fee.
3. The Client/AU will not reimburse the Editor for expenses incurred in fulfilling this agreement.
4. The final invoice may show adjustments if the total number of hours spent by the Editor on this work is less than the original quote.
5. *All work including edits, drafts, notes, and research is the exclusive property of the Editor until the Client/AU’s account is paid in full.* Once the Client/AU pays all fees due under this Agreement, any copyright the Editor may have in the product developed under this Agreement will transfer to the Client/AU.

# Other Terms and Conditions

## Editor’s Status

1. At the option of the Editor, the Client/AU may credit the Editor for the work developed under this Agreement as follows: “Professional editing, proofreading, and coaching/mentoring services were provided by Virginia McGowan PhD, *McGowan & Co.: The Write Edit Group*.”

## Confidentiality and Non-Disclosure

1. The Client/AU will provide all information that has a direct bearing on the successful outcome of the project and will inform the Editor in writing of any portion of the work or related information that is confidential. The Editor will hold in confidence and not disclose the confidential information to any third party, except with the Client/AU's written consent or as required by law with prior notice to the Client/AU.
2. The Editor will take all reasonable steps to safeguard and prevent the loss, destruction, or unauthorized access, use, or disclosure of the confidential information using a reasonable degree of care and no less than the same degree of care used to protect the Editor’s own confidential information. The Editor will promptly return to the Client/AU or destroy, as directed in writing (email) by the Client/AU, confidential information and any other Client/AU property requested by the Client/AU at any time.
3. The Editor will not make any unauthorized use of any of the Client/AU’s trade secrets, confidential information, proprietary property, trademarks, or copyrighted materials.

## Use of Copyrighted Work

1. The Editor will endeavour to flag elements of a work that may require copyright permissions and, depending upon the terms specified in this Agreement, may assist the Client/AU in obtaining the necessary permissions. This assistance may be considered extra work. However, unless otherwise specified in this Agreement, the Client/AU accepts responsibility for complying with copyright laws and obtaining the necessary permission to use any elements of provided text, graphics, photos, music and song lyrics, designs, trademarks, or other created work to be included in the final work.

## Warranties

1. Editing is a process of offering advice and suggestions to the Client/AU. While the Editor will make every effort to identify and bring questionable material to the Client/AU’s attention, ***it is not possible to guarantee error-free content.***
2. Editor’s responsibility is limited to notifying the Client/AU of any suspected or unresolved issues within the edited work. The Client/AU is responsible for accepting (or rejecting) the Editor’s suggestions and resolving any issues identified by the Editor (e.g., suspected plagiarism).
3. Rejecting or disliking the Editor’s suggestions is not a basis for refusing to pay the fees outlined in this Agreement.

## Indemnity and Liability

1. The Editor will comply with all applicable laws while performing the services.
2. The Client/AU agrees to indemnify the Editor from any and all claims or demands, including legal fees, that arise out of any alleged libel, copyright infringement, or other legal or contractual issues created by the Client/AU in writing, revising, publishing, or otherwise using the work.
3. Failure to Perform: If the Editor cannot perform the duties outlined in this Agreement for reasons beyond the Client/AU’s or Editor’s control, the Editor will refund any amount paid by the Client/AU for services not delivered. The Client/AU will not have any further liability with respect to the Agreement.
4. The Editor will not be liable for any amount in excess of the fees due under the Agreement. This limitation on liability also applies if information or materials are damaged or lost without fault on the part of the Editor.

## Termination

1. This Agreement may be terminated by the Client/AU or the Editor with at least five days’ notice. If the Agreement is terminated, the Client/AU will pay the Editor, as specified under Financial Details, for work done and expenses incurred up to the date of termination. Subject to the terms for a deposit, any fees advanced will be credited against the amount due.
2. The provisions of this Agreement that by their nature are intended to extend beyond its termination will survive and remain in effect despite the completion of the services or the termination of the Agreement. This includes the sections of this Agreement required for its interpretation and enforcement.

## Notice

1. Notice by one party to the other under or for the purposes of this Agreement (including for the purpose of modifying it) will be in writing and will be sent by email or prepaid mail to the address set out at the beginning of this Agreement.
2. Communications sent by prepaid mail will be considered to have been given and received on the fifth business day after the day of mailing. Communications by email will be considered to have been given and received at the time of delivery or transmission if that delivery or transmission occurs prior to 4:00 PM on a business day, failing which the communication will be considered to have been given and received on the next business day. For the purposes of this Agreement, a business day means any weekday that is not a holiday.

## Dispute Resolution

1. The Client/AU or the Editor may request that any dispute arising out of this Agreement be submitted to binding arbitration before a mutually agreed-upon arbitrator in accordance with the arbitration legislation of the governing province or territory. The arbitrator’s decision or award will be final.

## Applicable Law

1. This Agreement will be governed and interpreted in accordance with the laws of Canada and the province of Prince Edward Island.
2. If any part of this Agreement is found to be unlawful, void, or for any reason unenforceable, it will be considered separate from this Agreement and will not affect the validity and enforceability of the remaining Agreement. If either the Client/AU or the Editor waives a breach or default under this Agreement, the waiver will not apply to a repeat of the same breach or to a breach or default of another clause in the Agreement.

## Modification of Agreement

1. Any modification of this Agreement must be in writing and acknowledged in writing by both the Client/AU and the Editor.

# Signatures

1. The Client/AU and the Editor each confirm that they have full power and authority to enter into this Agreement and acknowledge that their electronic signatures are sufficient proof of accepting the terms of this Agreement.

***Editor Client/AU***

***Virginia McGowan PhD Elizabeth Montano MPhil***

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

HST xxxxxxxxxxxxxx

**ATTACHMENT 1**

**DEFINITIONS OF TYPES OF EDITING/PROOFREADING**

**SOURCE: Editors Canada**

* *Development*/*substantive/structural editing*: Clarifying or reorganizing a manuscript for content and structure from a high-level review of the manuscript.
* *Stylistic editing*: Clarifying meaning, eliminating jargon, polishing language, and other non- mechanical line-by-line editing.
* *Copyediting*: Editing for grammar, usage, spelling, punctuation, and other mechanics of style; checking for consistency of mechanics and for internal consistency of facts; inserting head levels and approximate placement of art; editing tables, figures, and lists; notifying the designer of any unusual production requirements.
* *Proofreading*: Checking proofs of formatted, edited material for adherence to design and for minor, mechanical errors in copy (such as spelling mistakes or small deviations from the style sheet).

NOTE to the Client/AU

I scan the edited document with a proprietary editorial app (PerfectIt™) that checks a document for consistency in word spelling, hyphenation, spacing after terminal punctuation, and many other issues. Each challenge flagged by the app requires a decision by me. The app can provide reports of any revisions that are generated by that process and I generally provide that list to my Clients/AU’s so that you have a complete record of any changes made to your manuscript.

PerfectIt™ also allows me to provide you with a list of comments and queries made by me during the editing process so that you may easily check that you have responded to each.

