**EDITOR & AUTHOR AGREEMENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter, “Author”), an individual with a place of residence/business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, and Kelly Hay & Jim Archuletta (collectively hereinafter, “Editor”), individuals with a place of business located in Wauwatosa, Wisconsin do hereby agree to the following:

1. The Author has prepared an approximately \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-word manuscript currently titled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Pursuant to the terms and conditions herein, the Editor will provide service(s) as mutually agreed, confirmed in writing by the Author.

2. The Editor agrees to accept, and the Author agrees to pay $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ US Dollars, which will be invoiced via [PayPal or Zelle]. This fee applies to copy/line editing author’s manuscript at the rate of $0.03 (three cents) per word (rounded to the nearest 100 words as calculated by Microsoft Word’s automated word-count). This fee includes a complementary content edit and analysis. The total will be split into two payments of $\_\_\_\_\_\_\_\_\_\_\_\_. A non-refundable 50% deposit is due upon signing this contract with the other half due upon return of the edited manuscript.

3. Author agrees to submit his/her manuscript and initial deposit payment to Editor on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Editor agrees to commence work upon receipt and to return the edited manuscript to Author on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at which time Author will forward final payment to Editor.

5. All electronic files shall be submitted via e-mail to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Editor’s address) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Author’s address). Author’s manuscript shall be formatted as a Word document in 12-point Times New Roman font, double-spaced, with one-inch side margins, and half-inch indented paragraphs (scripts, poetry, and informational text excluded). It shall be in an editable format (e.g. .docx) and NOT in “read only,” .pdf, or any other restricted format. Failure to properly format the manuscript can result in project delays for which the Editor shall not be responsible.

6. The Editor shall use Word’s commenting and tracking features to make edits in accordance with usage guidelines set forth by The Chicago Manual of Style, 17th Edition as well as adhering to spellings as specified by the Merriam-Webster Online Dictionary for American English and the Cambridge English Dictionary for British English. The manuscript will be returned as two versions: one with the edits visible for acceptance or rejection, and one that is a clean copy with all changes accepted. The Author will also receive a complementary editorial letter.

7. In a copy/line edit, areas addressed include awkward phrasing, syntax issues (sentence variety and structure), repetition, word choice, verb tense and POV continuity, suitable dialogue, clichés, chapter breaks, timeline consistency, and minor fact checking. It will also include editing of proper sentence mechanics, basic errors in spelling, grammar, capitalization, and punctuation. A follow-up proofread by another set of eyes is advised to catch minor errors and formatting issues.

8. The Editor shall also prepare a complementary 2-4 page single-spaced editorial letter that addresses big picture strengths and weaknesses present in the story regarding basic elements of successful storytelling. Note will be taken of successful and questionable issues with characterization, conflict/tension, description, inconsistencies, pacing, plot, point of view, and scene development.

9. The Author shall have the right to unlimited reproduction of the work. The Editor shall acquire no rights or interest in Author’s work by virtue of editing it, aside from the right to be paid for editing services pursuant to the terms of this agreement.

10. The Author shall provide reasonable cooperation and assistance to the Editor in preparation of all materials. This includes being available for email communication on a regular basis as needed. At the Author’s request, one phone conference (up to half an hour long with the most pressing questions submitted in advance) can be arranged at the end of the editing process. If desired, a few short follow-up emails can be sent in lieu of a telephone conference. The follow-up should take place within two months of receiving the completed manuscript from the Editor.

11. Any additional fees for editing required or requested after the follow-up consultation will be decided on a case-by-case basis. Additional consultation time beyond the follow-up will be billed at $30 per hour.

12. The Author warrants that the materials delivered herein are the original work of the Author and that the same do not violate any copyright, trademark, or other protection of intellectual property by the Author.

13. The Author acknowledges the contracting of professional editing and/or writing services does not guarantee book sales or representation by a literary agent. The Author further acknowledges that the Editor does not guarantee an error-free manuscript. We adhere to the industry standard of finding and correcting 95% of errors. For example, this means if we find 1,000 errors in your manuscript—you can expect there may be as many as 50 errors we did not catch. However, we most often exceed the industry standard success rate and aspire to a 100 percent correction rate. Also, please bear in mind that some things are matter of style (for example, the use of em-dashes or colons) and a reader’s complaint about a style preference is not an editorial mistake. Please also bear in mind that many helpful readers who believe they know the “rules” of writing--do not. So, if an error is brought to your attention and you would like to point it out to us, please consult the *Chicago Manual of Style 17th Edition* before doing so to ensure the error is actual and not merely perceived.

14. The Editor will promote the Author’s work across various social media platforms to draw attention to the editorial services of Archer Hay. If you DO NOT want Archer Hay to promote your work, initial here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

18. This agreement, in its entirety, contains the full understanding of the parties and may only be modified by a writing executed by the parties hereto.

19. The parties agree that their electronic signatures shall have the same binding force and effect as their physical non-electronic signatures.

20. If any disputes arise under or in connection with this agreement the parties shall attempt to resolve them via mediation before commencing litigation. The parties agree that for purposes of litigation, this contract was made in the State of Wisconsin and Wisconsin shall have jurisdiction over any disputes between the parties.

This agreement is made on this the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

**ELECTRONIC SIGNATURES**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: EDITOR

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_: AUTHOR