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EDITOR SERVICES AGREEMENT

State of Alabama

BACKGROUND

This Editor Services Agreement (the "Agreement") is made by and between the following Client (the "Client"):

_____
of
_____

and the following editing services provider (the "Editor"):

_____
of
_____

_____ desires to provide editing services to _____ and _____ desires to obtain such services from _____.

THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

I. DESCRIPTION OF SERVICES.

1. Beginning on _____, _____ will provide editing services to _____'s

work (the "Work") of the following description:

_____

2. _____ will provide the following editing services to _____:

_____

3. Editing the document will be comprised of the following steps:

_____

II. SCOPE OF WORK.

4. The Editor shall do the following editing of the Client's work:

a. Comprehensive conceptual edit

b. Proofreading of the entire Work

c. Line edit of the Work

d. Copy edit of the Work

e. Written critique and analysis of the Work

f. 2 round(s) of follow up questions from Client, each round limited to the following amount of Editor's time: _____

g. The following additional services:

_____

5. All editing shall be done via digital notes and track changes on a digital copy of the Work unless otherwise agreed in writing.

6. The Editor shall use their expertise and experience in editing the Work. The Editor's sole function is to aid and assist the Client in editing the Work. In this light, the Editor will make their best effort to advise and suggest changes to improve the Work within the scope of their above-described responsibilities. The decision to accept or reject Editor's suggested changes is at the sole discretion of the Client.

7. "Strunk & White's Elements of Style" will serve as the default style book unless the Client requests and supplies a different style manual.

8. Editor and Client will conduct any and all in person meetings in the following location(s):

_____

III. DELIVERY OF WORK.

9. The Work shall be delivered to the Editor by the Client on or before _____ in the following format: _____

10. The Work shall be delivered to the Client by the Editor on or before _____ in the following format: _____

IV. PAYMENT FOR SERVICES.

11. For rendering the Services outlined in this Agreement, the Client will pay to the Editor compensation of $2 (two US dollars) per hour of service the Editor provides to the Client, to be outlined in a detailed invoice provided to the Client from the Editor.

12. Client shall reimburse Editor for any direct expenses incurred in fulfilling this Agreement, including photocopying, print outs, electronic data transfer, long-distance phone calls, parking, travel, courriers, and postage.

13. Client will pay to Editor a non-refundable retainer fee in the amount of $2 (two US dollars), due upon signature of this Agreement.

14. Payment shall be made to the following person/address:

_____
_____

15. For any payment that is not paid when due, Client shall pay a late fee of $2 (two US dollars).

16. In addition to any other rights or remedies provided by law, the Editor may treat Client's nonpayment for services rendered by the Editor as a material breach of this Agreement and may cancel the Agreement or seek legal remedies as the Editor desires.

V. TERM.

17. This Agreement will terminate automatically on _____.

VI. PARTIES RELATIONSHIP.

18. It is understood by all Parties to this Agreement that Editor is an independent contractor with respect to Client and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Editor.

VII. EXCLUSIVITY.

19. For the term of this Agreement, Editor shall have the exclusive right to edit the Client's document as described in this document.

VIII. WORK PRODUCT OWNERSHIP.

20. Any copyrightable works, ideas, or other information (collectively the "Work Product") developed in whole or in part by Editor in connection with the Services shall be the exclusive property of the Client. Upon request, Editor shall sign all documents necessary to confirm or perfect the exclusive ownership of Client to the Work Product.

IX. CONFIDENTIALITY.

21. Editor and any of Editor's employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Editor, or divulge, disclose, or communicate in any manner any information that is proprietary to Client. Editor and their employees, agents, and representatives will protect such information and treat it as strictly confidential.

22. This provision shall continue to be effective after the termination of this Agreement.

23. Upon termination of this Agreement, Editor will return to Client all records, notes, documentation, equipment, and other items that were used, created, or controlled by Client during the term of this Agreement.

X. INDEMNIFICATION.

24. Editor agrees to indemnify and hold harmless from all claims, losses, expenses, fees including attorney's fees, costs, and judgments that may be asserted against Editor that result from the acts or omissions of Editor and/or Editor's employees, agents, or representatives.

XI. WARRANTY.

25. Editor shall provide their Services and meet obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in Client's community and region, and will provide a standard of care equal to, or superior to, care used by similar Editors on similar projects/work.

XII. DEFAULT.

26. The occurrence of any of the following shall constitute a material default under this Agreement:

a. The failure to make a required payment when due.

b. The insolvency or bankruptcy of either Party.

c. The subjection of any of either Party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or governmental agency.

d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

XIII. REMEDIES.

27. In addition to any and all other rights a party may have available according to law, if a Party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other Party may terminate the Agreement by providing written notice to the defaulting Party.

28. This notice shall describe with sufficient detail the nature of the default.

29. The Party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived by a Party providing notice, the failure to cure the default(s) within such time period shall result in automatic termination of this Agreement.

XIV.

XV. ENTIRE AGREEMENT.

30. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement.

31. This Agreement supersedes any prior written or oral agreements between the Parties.

XVI. SEVERABILITY.

32. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

33. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

XVII. AMENDMENT.

34. This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.

XVIII. GOVERNING LAW.

35. This Agreement shall be construed in accordance with the laws of the State of Alabama.

XIX. NOTICE.

36. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

XX. WAIVER OF CONTRACTUAL RIGHTS.

37. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

EXECUTION:

_____
_____, Client

_____
Date

_____
_____, Editor

_____
Date