Book Editing Agreement

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HOW TO USE IT

Fill in every [BLANK]. Where you see ☐ options, keep the ones you want and strike the rest.

BEFORE YOU SIGN

This is a template, not a lawyer-drafted legal document and not legal advice. It replaces the verbal agreement most of this work runs on, so both sides have the terms in writing. Laws differ by country and by state. Have a lawyer where you live read it before anyone signs.

1 The parties and the manuscript

1.1 This agreement is made on [DATE] between [AUTHOR FULL NAME], of [ADDRESS] (the "Author"), and [EDITOR FULL NAME OR COMPANY], of [ADDRESS] (the "Editor").

1.2 The Editor will edit the Author's manuscript with the working title [WORKING TITLE] (the "Manuscript"), a [GENRE, FOR EXAMPLE MEMOIR / NOVEL / BUSINESS BOOK] of about [80,000] words, written in [LANGUAGE AND SPELLING, FOR EXAMPLE BRITISH ENGLISH].

1.3 The word count is the count shown by [MICROSOFT WORD] on the file the Author sends for the full edit, including front matter, notes and back matter unless they are left out here: [PARTS LEFT OUT, OR "NONE"].

2 The kind of edit

2.1 The Author is buying the edit or edits ticked below. Strike the rest.

- ☐ Developmental edit: the structure, the story or argument, the pace, the characters or chapters, and what to cut, move or add. Delivered as an editorial letter of about [10] pages and comments in the margin, with no sentence-level changes.
- ☐ Line edit: sentence by sentence, for clarity, rhythm, word choice, repetition and tone, made as tracked changes and comments.
- ☐ Copy edit: grammar, spelling, punctuation, and consistency of names, dates, numbers and style, against [THE CHICAGO MANUAL OF STYLE / NEW HART'S RULES / THE AUTHOR'S STYLE SHEET]. Includes a style sheet listing the choices made.
- ☐ Proofread: a last check of the final file or the typeset pages for errors that got through: typos, missing words, wrong page numbers, bad line and page breaks. No changes to the wording beyond correcting errors.

2.2 If more than one edit is ticked, they run in the order above, as separate passes, each with its own fee and dates in Schedule 1.

3 The sample edit

3.1 Before signing, the Editor edited a sample of [1,000] words from the Manuscript, in the same kind of edit as the full job.

- ☐ The sample was free. ☐ The sample cost [AMOUNT AND CURRENCY], which is taken off the fee in clause 4.

3.2 The Author owns the sample edit, and was free not to hire the Editor after seeing it.

4 Fee and payment

4.1 The fee is worked out as follows. Strike the option not used.

- ☐ Per word: [RATE AND CURRENCY] per word, on the word count in clause 1.
- ☐ Flat fee: [AMOUNT AND CURRENCY] for the edit or edits ticked in clause 2.

4.2 Any GST, VAT or other tax that applies is added to the fee.

4.3 The Author pays [50]% of the fee on signing, to reserve the Editor's dates, and the balance on delivery of the edited Manuscript. Invoices are due within [14] days.

4.4 If the Manuscript the Author sends is more than [10]% longer than the count in clause 1, the Editor may adjust the fee at the same rate, and the return date in clause 5, by telling the Author in writing before the edit starts.

5 Dates and turnaround

5.1 The Author will send the full Manuscript by [DATE]. The Editor will start on [DATE] and return the edited Manuscript within [30] days of receiving it.

5.2 If the Manuscript arrives late, the return date moves by the same number of days. If it arrives more than [14] days late, the Editor may offer the next free dates instead.

5.3 The Editor will tell the Author at once of anything that will delay the return date, and give a new date in writing.

6 How the edit comes back

6.1 The Editor will make every change to the text as a tracked change in [MICROSOFT WORD], with comments in the margin to explain any change that is not a plain correction. The Editor will make no change that the Author cannot see.

6.2 The Author decides whether to accept or reject each change. The Author has the final word on every sentence.

6.3 After the return, the Editor will answer the Author's questions on the edit for [30] days, by email ☐ and on one call of up to [60] minutes ☐ .

- ☐ A review of the Author's revisions is included, once, within [21] days of receiving them. ☐ A review of the Author's revisions is charged at [RATE].

7 What the Editor does not do

7.1 The Editor edits. The Editor will not rewrite the Manuscript or write new passages. Where a passage needs new words, the Editor will suggest them in a tracked change or a comment, and the Author decides.

7.2 The Editor does not promise that the Manuscript will find an agent or a publisher, sell any number of copies, or win any prize. No edit catches every error, and the Editor does not promise an error-free book.

7.3 Not included unless added in writing: fact-checking, legal review for defamation, privacy or copyright, clearing permissions for quotes and images, checking for plagiarism, formatting or typesetting, indexing, cover copy, query letters and synopses.

8 Who owns the book and the edits

8.1 The Author owns the copyright in the Manuscript, before and after the edit. Nothing in this agreement gives the Editor any right in it.

8.2 To the extent the Editor has any copyright or other rights in the tracked changes, comments, suggested wording, editorial letter and style sheet made under this agreement (the "Edits"), the Editor assigns them to the Author, for the whole world and the full term of copyright, in every form and medium now known or developed later, including print, ebook, audiobook, translation and adaptation.

8.3 The assignment of each Edit takes effect when the part of the fee due for it is paid. It is part of the fee in clause 4, and no royalty or other payment is due for it. It does not lapse if the Author does not use any Edit within one year, or at all.

8.4 The Editor keeps the right to use their own general skills, methods and checklists on other work, but will not reuse any part of the Manuscript or the Edits.

8.5 The Editor will sign any further document the Author reasonably needs to record this assignment.

9 Credit

9.1 The Author chooses one of the following. Strike the others.

- ☐ The Editor is thanked in the acknowledgements, in words the Author chooses.
- ☐ The Editor is named on the copyright page as "Edited by [EDITOR NAME]".
- ☐ The Editor is not named anywhere in or on the book.

9.2 Portfolio: ☐ After publication the Editor may list the book, its title and cover in their portfolio. ☐ The Editor will not mention the book or the engagement to anyone.

- ☐ The Author will consider giving the Editor a short testimonial, in words the Author approves.

10 Confidentiality of the Manuscript

10.1 The Editor will keep the Manuscript, the Edits and everything the Author shares for the edit confidential, including the story, the ideas, personal and family details, and the fact of the engagement if the Author ticked the last portfolio option in clause 9.

10.2 The Editor will not share the Manuscript with anyone, post any part of it, or use it in teaching, examples or social media, without the Author's written consent. The Editor may not pass any part of the work to another editor without that consent, and is responsible for anyone who sees it.

10.3 Within [90] days after the final payment, the Editor will delete their copies of the Manuscript and the Edits, and confirm this in writing. ☐ The Editor may keep one copy of the Edits for their records, which stays confidential.

10.4 This clause does not cover anything that is public through no fault of the Editor, or that the law requires the Editor to disclose. It continues after this agreement ends: until publication for the parts that are published, and with no end date for the rest.

11 Use of AI

11.1 The Editor does the edit. No AI tool will edit, rewrite, summarise or generate any text for the Manuscript, the Edits or the editorial letter, and the Editor will not upload the Manuscript, or any part of it, to any AI tool, except for the uses ticked below.

- ☐ The spelling and grammar checker built into [MICROSOFT WORD], with every suggestion reviewed by the Editor before it is made.
- ☐ [OTHER TOOL AND WHAT IT IS USED FOR], with every result reviewed by the Editor.

11.2 Any tool that receives the Manuscript must be set so the Author's text is not used to train an AI model. The Editor will not add any other use of AI without the Author's prior written consent.

11.3 The Author will tell the Editor in writing which parts of the Manuscript, if any, were drafted with an AI tool.

12 Cancellation

12.1 The Author may cancel before the edit starts, by written notice. ☐ If notice comes more than [14] days before the start date, the deposit is refunded in full. ☐ If notice comes later, the Editor keeps [25]% of the deposit for the dates held, and refunds the rest.

12.2 Once the edit has started, either party may stop it by written notice. The Author pays for the work done up to the notice: for a per-word fee, the words edited; for a flat fee, the same share of the fee as the share of the Manuscript edited. Within [7] days the Editor delivers the Edits made so far and refunds anything paid above that amount.

12.3 If the Editor stops without the Author being in breach, the Editor refunds everything paid for work not delivered.

12.4 Either party may end this agreement at once if the other breaches it and does not put the breach right within [14] days of written notice.

12.5 If the law where the Author lives gives the Author a right to cancel within 14 days, that right applies in full. ☐ The Author asks the Editor to start within those 14 days, and understands that if the Author then cancels, the Author pays for the work done up to that point.

13 Disputes, the law and general terms

13.1 This agreement is governed by the laws of [COUNTRY, AND STATE OR EMIRATE IF ANY].

13.2 If a dispute arises, the parties will first talk in good faith for [30] days, then try mediation in [CITY]. If that fails, the courts of [CITY] have exclusive jurisdiction.

13.3 This agreement and its schedule are the whole agreement between the parties about the edit. Changes are valid only in writing, signed or confirmed by email by both parties.

13.4 Notices may be sent by email to the addresses below. This agreement may be signed in counterparts and by electronic signature. If any clause is unenforceable, the rest of the agreement stands.

Schedule 1: the edit at a glance

Kind of edit	[DEVELOPMENTAL / LINE / COPY EDIT / PROOFREAD]
Word count	[80,000]
Fee	[AMOUNT AND CURRENCY]
Manuscript sent by	[DATE]
Edit returned by	[DATE]

Signatures

Author

SIGNATURE

FULL NAME

DATE

Editor

SIGNATURE

FULL NAME

DATE