

META WRITING & EDUCATION SERVICES FREELANCE AGREEMENT

THIS AGREEMENT (this "Assignment") is between Meta Writing & Education Services, LLC dba Beargrass Press ("Editor") and _____ ("Client") and concerns the following project:

Author: _____ Working Title: _____

Length and Description: _____

The parties agree as follows:

1. Editorial Tasks. Editor agrees to do the following work on the project: _____

(All terms are defined in Schedule 1, attached, unless otherwise specified)

2. Delivery by Client. The project materials are to be delivered to the Editor by the Client on or before _____ (date) by means of _____ (courier, email, or other), in the following format: _____

3. Project Schedule and Deliverables. The projected schedule for completion of the Editor's work is as follows: _____

_____The project deliverables are described as follows: _____

4. Payment. Client agrees to pay to Editor a fee of _____ based on a [] rate of \$_____/hour, [] rate of \$_____/word, [] rate of \$_____/page, or [] flat fee arrangement, which will be paid as follows: _____

5. Termination. This agreement may be terminated by either party,

with 10 days' notice sent in writing to the other party at the address shown below. No matter which party terminates the agreement, Client will pay Editor for all work done up to the date of termination, and for any expenses incurred.

6. Miscellaneous Clauses.

7. Indemnification. The goal of this contract is for the Editor to provide only those services specified in Section 1 of this Agreement. Because Client and its representatives are the experts in the subject matter of the project, and Editor is not, Client assumes full responsibility for verifying the validity of all work submitted by Editor. Client agrees to indemnify and save harmless Editor, its affiliates, and its officers, directors, employees, agents, and licensees, against any liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorney's fees, expenses and court costs) arising from or connected with any alleged defamation or copyright infringement associated with the project. Editor shall make every effort to bring questionable information to the attention of Client, but shall not be held responsible for any failure to identify such information.

8. Signatures. This Agreement may be executed in counterparts shared by facsimile or email, each of which will be deemed to be effective and all of which when taken together shall constitute one instrument.

9. Governing Law; Attorney fees. This Agreement shall be construed in accordance with, and be governed by, the laws of the state of Oregon. Venue for any suit or action in connection with this Agreement is in Multnomah County, Oregon. In the event of a dispute, each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon. In the event any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a breach of this Agreement, arising out of a breach of this Agreement or pertaining to a declaration of rights under this Agreement, the prevailing party shall recover its reasonable attorneys' fees incurred in each such action, suit or other proceeding, including any and all appeals or petitions.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first written above.

EDITOR: Meta Writing & Education Services, LLC/Beargrass Press

CLIENT:

By:

By:

Rosanna Mattingly
4207 SE Woodstock Suite 517
Portland, OR 97206

Schedule 1

Definitions of Terms

Developmental/Project Editing. Co-ordinating and editing a project from proposal or rough manuscript to final manuscript, incorporating input from authors, consultants, or reviewers. Does not include the following unless specified

- budgeting
- hiring
- design supervision
- production co-ordination

Rewriting. Creating a new manuscript or parts of a manuscript on the basis of content and research supplied by Author. Does not include the following unless specified:

- research
- writing original material

Substantive/Structural Editing. Clarifying or reorganizing a manuscript for content and structure. Does not include the following unless specified:

- research
- writing original material
- negotiating changes with Author

Note: The agreement should specify whether changes are to be suggested or drafted; if the latter, it should specify whether changes are to be made to hard copy or to the electronic manuscript.

Stylistic Editing. Clarifying meaning, eliminating jargon, polishing language, and other non-mechanical line-by-line editing. Does not include the following unless specified:

- checking or correcting reading level
- creating or recasting tables or figures
- negotiating changes with Author

Note: The agreement should specify whether changes are to be suggested or drafted; if the latter, it should specify whether changes are to be made to hard copy or to the electronic manuscript.

Copy Editing. 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 Designer of any unusual production requirements. Does not include the following unless specified:

- Canadianizing
- metrication
- providing or editing art manuscript
- providing or changing system of citations
- editing index
- writing or editing captions or credit lines
- writing running heads
- obtaining or listing permissions needed
- providing front matter (prelims), cover copy, or CIP data
- editing preface or foreword
- negotiating changes with Author
- seeking approvals from clients' representatives

Notes: The agreement should specify whether changes are to be made to hard copy, to the electronic manuscript, or to both.

“Copy editing” is often loosely used to include stylistic and even structural editing, fact checking, and mark-up. It is not so used in this agreement. These other tasks must be specified.

Mark-Up/Electronic Coding/Tagging. Inserting codes to manuscript, either on hard copy or electronically, to indicate design elements. Does not include the following unless specified:

- creating design in the electronic file
- creating art

Fact Checking/Citation Checking/Reference Checking. Checking accuracy of facts and quotes by reference to original sources used by Author or to other reference sources.

Indexing. Producing a key to the contents of a work. Includes reading and analyzing the work; choosing subjects, concepts, and other elements that together form a systematic guide to the information contained in the work; arranging these elements into entries consisting of headings and subheadings and their locators (for example, page numbers); and arranging the entries alphabetically or in some other searchable order.

Note: The agreement should specify whether the Client will provide a style sheet.

Picture Research. Locating suitable photos or artwork. Does not include the following unless specified:

- reading manuscript and composing picture list
- setting and maintaining budgets
- searching for artists’ references
- obtaining pictures and permission releases
- arranging for and supervising set-up shots
- editing and choosing pictures
- writing captions, labels, or source lines
- organizing pictures for scanning
- returning pictures
- negotiating usage fees
- sending final usage letters

Permissions. Locating source information and obtaining permission releases for copyrighted material. Does not include the following unless specified:

- reading manuscript and composing list of permissions needed
- setting and maintaining budgets
- negotiating usage fees

Production Co-ordination. Co-ordinating and supervising design, formatting, and proofreading stages, and ensuring integration of design and content. Does not include the following unless specified:

- preparing printer’s specs or obtaining quotes
- formatting
- proofing
- inputting changes
- checking vandykes/blues or other types of proofs and film

Note: Projects are assumed to be one colour only unless otherwise specified.

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 style sheet). Does not

include the following unless specified:

- incorporating or exercising discretion on Author's alterations
- copyfitting
- checking accuracy of running heads and folios
- checking page breaks
- inserting or checking page numbers to contents and page references
- marking colour breaks
- flagging or checking location of art

Notes: The agreement should specify whether proofs are to be read in isolation or "to copy" and whether a style sheet will be provided. It should also specify whether proofs are first, second (or subsequent), or final pages.

"Proofreading" is often loosely used to include copy editing and other tasks. It is not so used in this agreement. These other tasks must be specified.

Desktop Publishing. Creating a formatted document from an electronic manuscript according to a Designer's instructions or a style template. Includes sizing and placement of art and setting front and back matter. Does not include the following unless specified:

- establishing design
- creating cover art
- formatting index

Note: Projects are assumed to be one colour only unless otherwise specified.

Many editorial and production stages have the potential to require follow-up in the form of (1) editing and incorporating Author's responses and (2) checking corrections after they have been input. This agreement does not include responsibility for such follow-up unless specified (e.g., "copy editing, including incorporating author's responses to queries and checking the input thereof").