



1340 Curtner Ave, San Jose CA, 95125

**FREELANCE CONTRACT
EDITOR**

This letter/contract shall serve as proof of an agreement between:

The Three Little Sisters [DBA: Little Bird Books and The Real Saga Press] who resides at **1340 Curtner Ave, San Jose CA, 95125** herein referred to as the **“Publisher”**

&

Full Name: _____

Who resides at: _____

On this date: _____

This agreement is for the position as a “Freelance Editor” at Three Little Sisters [DBA: Little Bird Books & The Real Saga Press]

The “Freelance Editor” agrees to provide the services outlined in this contract for the duration of the contract with Three Little Sisters [DBA: Little Bird Books & The Real Saga Press] subject to review on a yearly basis.

Initial Here

Editor _____ Officer: _____

The duties of a “Freelance Editor” are to:

1. Provide a typewritten critique and analysis of the manuscript along with a comprehensive conceptual edit, line edit, and copy edit of the full manuscript and will allow the “Author(s)” one round of: corrections, additions, changes or other to the manuscript and critique these additions to the satisfaction of all parties.
2. Provide a typewritten synopsis of the “Work(s)” for use in publicity and promotion of the “Work(s)”
3. Provide notes that are clearly understood by the “Author(s)”
4. Use the file option ***track changes*** (Word) or other tracking systems to record changes made in any manuscript. At no time are “Editor(s)” allowed to make unauthorized changes to the manuscript, add text that is not from the “Author(s)”, attempt to ghost write on behalf of the “Author(s)”, alter documents with any information not provided by the “Author(s)” or “Publisher”.

“Freelance Editor(s)” are required to clock hours for each project in our tracking system. IF there is no tracking done on the project, the “Publisher” reserves the right to terminate the contract and retain royalties that would have been paid out for the “Work(s)”.

“Freelance Editors(s)” are provided a 5% base royalty, paid out when a minimum of **\$20.00 USD** has been earned. Royalties are paid out yearly, under the assumption that the minimum has been reached. If the minimum has not been reached, then the royalties remain in a non-interest-based account until that minimum has been reached. It is understood by both parties that the “Freelance Editor” is an independent contractor with respect to the “Publisher”, and not an employee of the “Publisher”. The “Publisher” will not provide benefits, health insurance benefits, paid vacation, or any other benefits to the benefit of the “Freelance Editor”. The “Publisher” also will not and is not responsible for the preparation of the taxes for the “Freelance Editor(s)”. Taxes are taken prior to distribution of the royalty payments. All “Freelance Editor(s)” should make sure they report income from royalties in compliance with the law of their respective countries.

The “Work(s)” must be kept confidential by the “Freelance Editor(s)” and may not be shared, distributed or otherwise transferred to any party without explicit permission from the “Publisher”. The “Freelance Editor” will not set up documents in or on an online cloud system, set up of cloud-based editing will be set by the “Publisher” alone. IF “Freelance Editor(s)” set up a cloud-based edit without consent, they are required to immediately delete the set up and request the “Publisher” set up on an online system.

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Editor _____ Officer: _____

The “Freelance Editor(s)” is required to use either **Microsoft Word, Google Docs or OneDrive only**. We do not allow the use of Apple Pages and or Open Office for document editing as these systems are not supported by internal software and cannot track changes properly. The “Work(s)” must be returned in a reasonable amount of time, with frequent check-ins via email. “Freelance Editor(s)” although independent and not a direct employee of the “Publisher” does not mean that they are not bound to inspection and reporting to senior level administrators and or owners.

COPYRIGHT & FAIR USE (COMMON LICENSE USE): Any copyrightable works, ideas, or other information (collectively known as “Work(s)”) developed in whole or in part by the “Freelance Editor(s)” in connection with services provided shall be the product of the “Publisher” and may not be used by the “Freelance Editor(s)” in any way. A reference letter and listing the “Work(s)” as part of a portfolio of work is allowed and encouraged. “Freelance Editor(s)” is intrinsically a subjective process of offering advice and suggestions to the “Author(s)” and “Publisher”. While the “Freelance Editor” will make every effort to bring questionable material to the attention of the “Publisher”, the “Publisher” agrees to indemnify and save harmless the “Freelance Editor(s)” from any and all claims or demands, including legal fees, arising out of any alleged libel or copyright infringement committed by the “Author(s)” or the “Publisher” in creating the work.

CONFIDENTIALITY: The “Freelance Editor(s)” will not at any time, or in any manner, disclose, divulge, or communicate in any manner any information that is proprietary to the “Publisher”. The “Freelance Editor(s)” will protect this information and treat it as strictly confidential. This provision will continue to be in effect after the termination of the contract.

Initial Here

Editor _____

Officer: _____

WARRANTIES AND GAURANTEES: It is acknowledged by the parties that “Freelance Editor(s)” has not and will not engage in any research for the subject material and that the content shall solely be that of the “Publisher”.

(b.) The “Freelance Editor(s)” does not represent nor is s/he affiliated with any agent or publisher of literary works. The “Freelance Editor(s)” makes no representations or warranties that he can or will attempt to have the manuscript published or aid in publishing the said manuscript.

(c.) Editing a work of fiction is perhaps the most subjective activity possible in the field of literature. The “Publisher” understands that the “Freelance Editor(s)” may not be equiped or knowledgeable with the subject material provided in the “Work(s)” and is only required to provide advice on the form and presentation of the material and not the accuracy of the sources, methods, person(s), recollections, personal narratives or historical relevancy/accuracy. The “Freelance Editor(s)” sole function is to aid and assist the “Author(s)” in editing the manuscript. The decision to accept or reject the “Freelance Editor(s)” suggestions is solely the “Author(s)”. The standards preferred by the “Freelance Editor(s)” (Chicago, APA or other) is acceptable to the “Publisher”. Considering the style chosen is consistent throughout and explained to the “Publisher” at the time of completion.

(d.) There are no guarantees in the highly competitive field of publishing. In large part the acceptance of a manuscript for publication is the subjective decision by the “Publisher”. This decision is subject to the whims of taste and perceived marketability of the manuscript. The “Freelance Editor(s)”, while working to aid the “Author(s)” in preparing the best manuscript possible given the submitted material, has no way of judging the market or the whims and caprices of the “Publisher”

SUB-CONTRACTOR CONDUCT: The “Freelance Editor(s)” are expected to refrain from disparaging the “Publisher” in any form both online and offline. IF an error is noted by the “Freelance Editor(s)” it should be reported via email or private message to general@thethreelittlesisters.com and we will correct it. IF a “Freelance Editor(s)” is found to be making disparaging comments, their contract will be terminated immediately.

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Editor _____ Officer: _____

CREDITS: The “Freelance Editor(s)” will be known by the name:

_____ which will be listed on the inside jacket of the book, online on our website and on social media.

TERMINATION OF CONTRACT: Termination of this contract must be made in writing via email and must allow at least a 30-day notice prior to ending the contract.

SIGNATURES

The terms of this agreement shall be interpreted according to the laws of the State of California and the Province of Ontario, Canada. This contract may be changed only by written agreement between the “Freelance Editor” and the “Publisher”.

THEREFORE, having read and understood the terms of this book publishing contract, the Author and Publisher (or their authorized representatives) hereby execute and enter into this contract with one another as of the dates below.

“Freelance Editor” _____

Date: _____

OFFICER: _____ **Title:** _____

Date: _____

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Editor _____ Officer: _____