



J. M. Sirko & Associates, Inc.

P. O. Box 204
Lake Katrine, NY 12449
845-336-5685
Fax: 845-336-8168

EDITORIAL SERVICES CONTRACT

AGREEMENT made this _____ day of _____, 20____, by and between J. M. Sirko and Associates, Inc. hereinafter referred to as "JMS", and _____, residing at _____ hereinafter referred to as "Author".

Recitals

Whereas, JMS is an independent editorial services company which is not associated with any publisher; and

Whereas, Author has written a manuscript described as _____ and entitled _____ hereinafter referred to as "the Work"; and

Whereas, Author desires to have the Work edited by JMS prior to its submission for publication;

Now, therefore, it is agreed as follows:

Preparation of Manuscript

1. The Author shall prepare a manuscript for the Work, which manuscript shall consist of approximately _____legibly type-written pages, using double-spacing and page numbers. The Author shall make at least two (2) copies of the manuscript, and shall deliver one (1) copy thereof in printed form to JMS along with a duplicate disk if necessary on or before (Date)_____. Failure to deliver the manuscript as herein provided will give JMS the right to terminate this Agreement at its sole option.

Editing of Manuscript

2. Upon delivery of a manuscript of the Work to JMS as provided hereunder, JMS shall perform the following services:
(Please select one or more of the following services)

- Evaluate manuscript and provide suggestions for improvement. No editing or rewriting of manuscript to be performed. Evaluation and suggestions shall be appended to the manuscript delivered to JMS by Author.
- Proofread and correct grammar, spelling, sentence structure, and syntax as appropriate. Corrections shall be notated upon the copy of the manuscript delivered to JMS by Author and/or put on disc provided by author;
- Rewrite portions of the manuscript as specified below by Author:

Rewritten portions of the manuscript shall be appended to the manuscript delivered to JMS by Author.

Special Instructions to Editor:

Upon completion of the work set forth above, JMS shall promptly return the manuscript to Author with all editorial changes. The Author shall assume the responsibility for preparation of a final manuscript.

Compensation

3. For its services in editing the Work as set forth above, JMS shall be entitled to receive payment at the rate of \$ 35.00 US per hour for edit only services and \$61.25 US per hour for edit and disk services. **JMS will submit a detailed estimate for the author's approval before beginning the project.** Upon the signing of this Agreement and estimate, Author shall submit a retainer equal to one half of the estimated fee. In the event that additional editorial work is required over and above the original estimate, JMS shall bill Author therefore from time to time, as required. An estimate will be provided to the author as to additional charges and prepaid by the author before delivery of the edited work. All payments shall be made in US dollars by credit card (via Pay Pal), money order, or certified check payable to the order of "J. M. Sirko & Associates, Inc.", PO Box 204, Lake Katrine, New York 12401, USA.

Warranty and Indemnity

4. The Author represents and warrants to JMS that the Work to be edited hereunder shall be his or her original and unpublished composition, and that **it will contain no defamatory or unlawful material, no excessive abusive language or pornography** and will in no way infringe upon the copyright or violate the proprietary

rights of any person whomsoever. The Author agrees to indemnify and hold JMS harmless from any suit, demand, or claim made against JMS by reason of any defamatory right or proprietary claim, and Author further agrees to pay any reasonable attorney's fees incurred by JMS in defending against any such suit, demand or claim. JMS reserves the right to return any objectionable material to the author.

Confidentiality

5. JMS, its employees and associates, shall keep and maintain the Author's Work in strict confidentiality, and shall not disclose to any unauthorized person its title, subject matter, or any portion of the manuscript. Nevertheless, JMS shall not be responsible for obtaining copyright protection for the Work, and Author assumes full responsibility for obtaining copyright protection for the Work, whether in the United States or other countries as deemed appropriate.

Loss or Destruction of Manuscript

6. The Author shall bear the risk of loss or destruction of the manuscript and, in the event of such loss or destruction, shall furnish JMS with a duplicate copy which the Author shall have retained in his or her possession as hereinbefore provided.

Acceptance for Publication Not Warranted

7. In agreeing to perform editorial services on behalf of Author, JMS does not represent, warrant, or guarantee that its services will result in the Work of Author being accepted for publication by any publisher.

Termination

8. Either party may terminate this Agreement by providing written notice to the other party at the address set forth in this Agreement; provided, however, that the Author shall remain responsible to pay to JMS for any work performed by JMS prior to the notice of termination. Upon written notice of termination being given, JMS shall promptly return the Author's manuscript, and any excess retainer funds.

Assignment

9. This Agreement may not be assigned by either party without the prior written consent of the other party.

Governing Law

10. This Agreement shall be governed by the laws of the State of New York.

AUTHOR

(Please Print)

Author's Signature

J. M. SIRKO & ASSOCIATES, INC.

By: Jeannette M. Konior, M. Ed.