

Appendix A. Sample Letters of Agreement

Following is a letter of agreement documenting a contract between an editorial freelancer and a client.

June 19, 2007

Dear Ms. Shakespeare:

According to our phone conversation today, I have agreed to copyedit your novel in manuscript form. In your estimation, the manuscript requires correction of spelling, grammar, syntax, and other mechanical problems, not major reorganizing or rewriting. As we discussed, my fee for this job is \$30 per hour. As I explained, I'm accustomed to working by snail-mail or e-mail, and maintain a home office; we can confer by e-mail or phone when necessary. If you wish, we can also meet in person, but neither of us currently anticipates a need to do so.

We have agreed that a sample editing of 10 to 20 pages will help us both evaluate the whole job. Assuming delivery of the manuscript on the morning of June 19, I would expect to complete the sample editing by Friday, June 22. I will return the 10- to 20-page sample via certified mail (postage expenses to be itemized on my first invoice) and can expect to hear from you by the following Wednesday.

Because I will be reserving time during the following week, I will need to know by Wednesday, June 27, whether you intend to proceed. At that time, should either of us decide not to continue with the project, we have agreed that I will be paid for the work done on the sample, not to exceed ten hours, and for any related expenses. If you decide not to engage my services but inform me of your decision after June 27, I will be paid a cancellation fee of \$300.

My preliminary estimate of the total time needed to complete the job is about two weeks after the sample is approved. My estimate, however, is based on the stated length of 450+ manuscript pages and the complexity of the work involved. If, upon review, the job appears to require more time to complete, I will contact you immediately, so that we can reevaluate the project's requirements.

Should you decide to terminate the project before its completion, we have agreed that I will be paid in full for all the time I have spent on it up to that point, together with a cancellation fee of \$300, and will return all materials, including edited manuscript, to you immediately. I will send you an invoice at the end of each week. My bills will include all time spent in actual editing, together with time spent in conference and in tasks directly related to the job. I will also include related expenses, such as those for postage and photocopying. I don't foresee any other expenses associated with this project and will inform you right away if I encounter any.

As we agreed, invoices are payable within 15 days. My usual practice is to apply interest if payment is not made within 30 days, at an interest rate of 2 percent per month or partial month, including the month following the invoice date. No interest is due if payment is made by the fifteenth day.

Should you decide after the job is completed that you would like the manuscript to undergo a second stage of editing, that work will be the subject of a separate agreement.

If this arrangement is acceptable to you, please sign below, keep a copy for yourself, and return this copy to me.

I've enjoyed reading your brother's plays, and I look forward to working with you on the book.

Sincerely,

Frances Bacon

Understood and Agreed:

(Judith Shakespeare)

(Date)

Following is a contract covering work on-site, in a client's office, for a specified period.

Agreement

This agreement between Purple Prose Press (the client) and Frank Freelancer (the contractor) describes the conditions under which the contractor will perform proofreading and fact checking for specific articles to be published in the client's magazine, Prosaica.

This agreement begins on June 4, 2007, and continues until September 28, 2007, and may be renewed or renegotiated at that time. This agreement terminates upon physical disability of the contractor or other circumstances upon which both freelancer and client agree. All work will be performed at the client's place of business.

The contractor will be available to work a minimum of 15 hours per week except as illness prevents and except weekends, company holidays, and any vacation time, for which the contractor will provide one month's notice to the client. Vacations will be at the contractor's expense.

The contractor will ordinarily work from 9:00 a.m. to 5:30 p.m. on Monday, Tuesday, and Wednesday of each week unless the client gives the contractor at least one week's notice of an alternative schedule for the following week and that schedule is agreeable to both parties. Additional time each week may be arranged by mutual agreement.

The client will pay the contractor the fee of \$30 per hour. There will be a minimum charge of 15 hours per week at this rate, regardless of whether the client has work to be performed. The contractor will submit invoices each Friday. The client agrees to make payment within two weeks of the date of each invoice. Any payment outstanding for more than 30 days from the invoice date will incur an interest charge at a rate of 2 percent per month or partial month, including the month following the invoice date. No interest is due on timely payments.

Both contractor and client state that this agreement does not create an employer-employee relationship. The contractor is free to provide services for other clients, provided that such work does not interfere with the obligations of this contract.

Either the client or the contractor may terminate this agreement upon two weeks' written notice. If the client terminates the agreement, the client must pay the contractor for services completed as of the effective date of termination.

Please sign and return a copy of this agreement.

Appendix B. Sample Invoice

Following is a sample informal invoice generated with word-processing software.

31 July 2007

TO:

Big Bucks Publishing Company
4321 Circle Lane
Some City, CA 94114

FR:

Hannen Swaffer
88 Lucky Road
Another Town, MA 02138

Social Security Number: 123-45-6789

FOR:

Copyediting A Freelancer's Guide to a Happy Working Life by Jon Swift
100 hours at \$40.00 per hour . . . \$4,000.00

This bill is due and payable on receipt. Unpaid balances of more than 30 days past due are subject to a finance charge of 2 percent per month.