

Terms and conditions (aka “the fine print”)

Agreeing to work together

Once you submit your inquiry, we will discuss your needs, my fees, and a proposed turnaround time. If we're a good match, I will offer you my standard client agreement.

Editorial services

I will apply my knowledge, experience, and ability to help make your manuscript stronger, smarter, and more competitive in the market.

Your documents

Documents should be formatted with standard 1-inch margins, double-spaced, in 12-point Times New Roman (or similar) font, and sent as a Microsoft Word .doc or .docx attachment (preferred) or a Google doc. My feedback is primarily in electronic form but is often supplemented with reports, phone calls, video calls, and (if feasible) in-person meetings. I make notes, edits, and comments in a Word document, using Word's Track Changes function. Please ensure you can transmit and receive files electronically and are capable of reading Track Changes comments in Microsoft Word or an equivalent program. Any issue that prevents you from transmitting manuscripts or receiving feedback is your responsibility to resolve. If you'd prefer to receive a printed version of your feedback, I can print and mail the document to you. You will be responsible for all applicable charges, including shipping.

Follow-up

I welcome your questions about my feedback.

Scheduling

I book my consulting and editorial projects weeks, months, and even years in advance of the date the actual work begins. Please let me know if you have time constraints. Once we agree to work together, I will provide you with an accurate deadline.

Guarantee

I cannot guarantee that you will achieve publication or literary representation as a result of my services. I believe that through our work together your writing will emerge stronger and you will gain a deeper understanding of the writer's craft.

Payment policy

For all services, I require a deposit of half the total fee before we begin our consulting or editorial relationship and the balance upon completion of the project. All prices quoted are in US dollars. I accept personal checks, bank checks, and cash transfer payments such as Venmo, PayPal, and Wise.

Refunds

Due to the time-intensive and deeply personal nature of my services, I cannot offer refunds after I begin work on your project.

Privacy

I will never sell, trade, rent or otherwise abuse your personal information. I will not share, expose, disclose, or otherwise use any materials that you send to me without your written permission. I work with a small, select team of proofreaders and book designers. However, I am the primary editor or writer and creative lead on every project. The other members of my team are bound by the same confidentiality notice.

Right to refuse service

I reserve the right to decline to work on a project if I don't think it is a good fit for me.

Sample Editorial Agreement

Dear _____,

Thank you for enlisting the services of Jean Zimmer Editorial. Please read, understand, and sign this Agreement if you would like to move forward with the project. This Agreement ("Agreement") is entered into on _____ ("Effective Date"), by and between Jean Zimmer Editorial ("Jean Zimmer Editorial," "we"), and _____ ("Client," "you") (each a "party," collectively the "parties" or "us") in regard to the project detailed below:

Project: [Project Name]

Fee: [Proposal Total Amount]

Turnaround deadline: [Project Date]

Client agreement

1. **Services.** Jean Zimmer Editorial provides editorial and consulting services ("Services") on a per project or per hour basis. Prior to commencement of a project, we will agree on a flat fee or hourly fee for the project, and payment will be due as specified by this Agreement.
2. **Scope of services.** Jean Zimmer Editorial does not provide literary agent services: no one from Jean Zimmer Editorial, including its principal, Jean Zimmer, will represent material for sale to publishing houses, contact literary agents or publishers on your behalf, or furnish referrals, in exchange for payment.

3. **Editor or writer on the project.** Jean Zimmer Editorial consists of the principal, Jean Zimmer, as well as select dedicated and trained support professionals working directly under Jean Zimmer. The creative and editorial feedback is always done personally by the principal, Jean Zimmer. Under no circumstances will another individual's line editing work will be substituted for Jean Zimmer's personal notes and consideration.
4. **Submission.** Your manuscript must be submitted digitally as either a Microsoft Word document (preferred) or a Google doc, with standard margins, double-spacing, and a 12-point Times New Roman (or similar) font. JPEG, PNG, or PDF are acceptable formats for images. Jean Zimmer Editorial will not accept revised submissions once you have submitted a version of your files for your project. Jean Zimmer Editorial is not responsible for any delays or missed deadlines resulting from submission actions that do not follow the protocol specified.
5. **Word count.** Many services are priced by page/word count. The page/word count includes every word that is meant to be read and considered as part of Jean Zimmer Editorial's evaluation of the project. For picture books or photo collections, this includes illustration notes and captions.
6. **Return of files.** Your project will be returned to you via email.
7. **Follow-up.** After Jean Zimmer Editorial has returned comments and edits on a Project to you, you may follow-up with any questions or comments by email at no additional cost.
8. **Revisions.** If, after conclusion of the original Service(s), you revise a manuscript or project and want additional feedback, those additional Services will be billed separately. Flat fees for revised Projects are typically one-half of the original flat fee for the Project.
9. **No guarantee.** Jean Zimmer Editorial cannot and does not represent or guarantee that you will achieve publication, literary representation, sales, monetary or commercial gain, or any other objective as a result of the Services.
10. **Payment.** Half of the total flat fee is due at the time you sign this Agreement. The second half of the flat fee is due when Jean Zimmer Editorial has performed the Services and returned notes on a Project to you. All dollar amounts in this Agreement are in US currency.
11. **Termination.** This Agreement will remain in effect until terminated by either of us pursuant to this Agreement. Either party may terminate this Agreement at any time and for any reason, by providing written notice of the same to the other party. Upon termination, Jean Zimmer Editorial will give all notes and work completed to you, and you acknowledge that the Services may not yet be complete. Any deposit or first-half of your flat fee payment that you have already made to Jean Zimmer Editorial will not be returned or refunded to you unless work has not yet begun.
12. **Intellectual property.** You retain full ownership of the materials (including manuscripts and images) that you submit to Jean Zimmer Editorial for review. This Agreement does not provide you or Jean Zimmer Editorial any licensing rights or other intellectual property rights of any kind in or to any work product or ideas that the other party has generated, except as otherwise specifically addressed herein.

13. **Ownership rights.** The materials Jean Zimmer Editorial generates as part of the Services will be deemed "works for hire" as that term is used in Title 17 of the United States Code. All materials and information created, produced, or generated by Jean Zimmer Editorial under this Agreement are and will be deemed your confidential information and your exclusive property.
14. **Confidentiality.** Jean Zimmer Editorial will not use or disclose your confidential information other than as required to perform the Services under this Agreement or as required by law. Jean Zimmer Editorial will never sell, trade, or rent your contact information or any other aspect of your confidential information unless authorized by this Agreement or by you to do so.
15. **No warranty.** Jean Zimmer Editorial does not make any express or implied warranties, including, but not limited to, implied warranties of merchantability and or fitness for a particular purpose, suitability, completeness, or results to be derived from the work. Except as otherwise set for herein, all services and deliverables are provided and delivered on an "as-is" basis.
16. **Limitation of liability.** Except with respect to either party's gross negligence or willful misconduct, in no event shall either party be liable for any indirect, special, incidental, or consequential damages, including, without limitation, lost profits or lost business, whether based in contract, tort (including negligence, strict liability, or otherwise. Except with respect to either party's gross negligence or willful misconduct, the total liability of either party under this agreement for any claim shall not exceed the total amount of fees actually paid by the Client to Jean Zimmer Editorial under this agreement during the twelve (12) month period immediately preceding the date on which such claim arose.
17. **Client representations.** By entering into this Agreement and submitting materials for Services, you represent and warrant that you have the authority to enter into this Agreement and doing so does not violate the rights of any third party. You further represent and warrant that you have the absolute right to submit the materials for Services, that you have written, created, or otherwise exclusively own them, and that your submissions to Jean Zimmer Editorial, along with your subsequent use of them, do not violate the rights of any third party.
18. **Indemnification.** Each party agrees to indemnify, defend, and hold harmless the other party from any and all claims, actions, damages, and liabilities arising (i) through the other party's gross negligence or willful misconduct; (ii) out of any claim that the materials or deliverables, or any portion thereof, infringes upon or violates any proprietary rights of any third party, including but not limited to patent, copyright, and trade secret rights; or (iii) from a breach or alleged breach of any of term of this Agreement.
19. **Independent contractor.** Jean Zimmer Editorial is your independent contractor only. Nothing in this Agreement is intended to or should create any other relationship between the parties, including but not limited to employer-employee, agents, joint venturers, co-authors, or partners.

20. **Entire agreement.** This Agreement constitutes the complete and exclusive agreement between us with respect to this subject matter and supersedes all oral or written proposals and all other communications, understandings, or agreements between us relating to this subject matter.
 21. **Modification.** Any modification to this Agreement must be in writing and signed by a representative of each party in order to be valid and enforceable.
 22. **Non-exclusivity.** This Agreement does not create an exclusive relationship between us. You are free to seek services from other companies or individuals doing similar work, and Jean Zimmer Editorial is free to offer and to perform the same or similar services to other individuals and companies.
- **Fees** are non-negotiable and require one-half of the payment upon signature and the other half due upon completion of the Services. However, you may make the full flat fee payment at any time.
 - **Sales taxes** are not applied to service-based projects.
 - **Additional services** that you request of Jean Zimmer Editorial will be billed separately.
 - **Late invoices** are subject to 1.5% interest per month or the highest rate allowed by law.
 - **Payment** may be by personal check, bank check, or by cash-transfer service Venmo, PayPal, or Wise.