

Gina Denny Editing – Terms and Conditions

These Terms and Conditions (hereinafter “Terms”) govern the relationship between Gina Denny (hereinafter “Editor”) and any person (hereinafter “Client”) who engages the Editor for editing, proofreading, or consulting services.

1. Editing Timeframe

- a. The Editor and Client will agree upon an editing timeframe, taking into account the scope and size of the project in question.
- b. In the event of a disagreement between the parties, the Editor shall have final say over timeframes.
- c. All timeframes are estimates based on previous experience and the Editor’s calendar at the time of the agreement. All reasonable efforts will be made to meet these timeframes, but they are not guaranteed.
- d. Any deviation from the original timeframe will be communicated in writing by the Editor.
- e. Compensation will not be adjusted for deviations from the timeframes set forth by the Editor.
- f. If the Client requests a significantly expedited timeframe, the Editor may make such allowances in exchange for additional compensation (i.e. – a “rush” fee).

2. Compensation

- a. All general estimates of pricing are available on the Editor’s website (www.gdenny.com/editing) and are subject to change without notice.
- b. Estimates are based on previous experience and are determined by the scope and size of the project. All projects are calculated based on a per-word price. Wordcounts are exact (i.e. – there is no “rounding”) and taken from the Editor’s word processing software: the most current, updated version of Microsoft Word.
- c. One-half of the estimate will be required for work to begin on any project. Any delay in payment from the Client will result in an adjusted timeframe by the Editor.
 - i. If the Client turns a manuscript over to the Editor on January 1 with an expectation that it will be completed by January 31, but payment is not rendered until January 20, the timeframe will be adjusted to accommodate other projects in the Editor’s queue but will be delayed by a minimum of twenty days (the difference between January 1 and January 20).
- d. Final payment is due upon the completion of the project and may be adjusted for any electronic transfer fees incurred as a result of the Client’s method of payment.
- e. The final project will be delivered upon receipt of final payment.

3. Service

- a. The Editor agrees to perform the agreed-upon editing or consulting services in a timeframe as close to the original agreement as possible.
- b. The Editor retains the right to terminate the agreement at any time and for any reason.

- i. If less than one-half of the work has been completed at the time of termination, a pro-rated amount of the initial payment may be refunded at the Editor's discretion.
 - c. The Client may terminate the agreement at any time and for any reason.
 - i. If the Client terminates the agreement, no refunds will be issued.
4. Ownership
 - a. The Client retains all rights to the work being edited or read inasmuch as they have legal control over the work in the first place.
 - b. The Client retains all responsibilities with regards to the publishing and marketing of the work and all potential consequences thereof.
5. Disclaimer of Warranties and Limitation of Liability
 - a. The Editor makes no guarantees or assurances that editing services will result in any specific or desired sales, reviews, profits, exposure, brand recognition, or the like.
 - b. The Editor will make all reasonable efforts to advise the Client on any potential infringements of intellectual property but makes no guarantees regarding the legality of any works presented to the Editor.
 - c. Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profits.
6. Arbitration and Representations
 - a. In the event of a disagreement, the parties agree to be bound by Arizona law.
 - b. The parties agree to binding arbitration.
 - c. The parties affirm that they are entering into this agreement willingly and are entitled by law to do so.
 - d. In the event that any portion of this agreement is deemed to be invalid or unenforceable, either in whole or in part, that portion shall be severed from the remainder of the agreement and all other provisions contained herein shall continue in full force and effect.
7. Implementation
 - a. Once payment is rendered and work commences on the project, this agreement is considered to be in full effect.
 - b. Any changes to this agreement will be rendered in writing between the parties and agreed upon as such by both parties before taking effect.