Editing Services – 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 except at the sole discretion of 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 and are subject to change without notice.
        i. In the event that Client postpones services, all quoted estimates and rates will remain in effect for one calendar year from the date on the invoice held by Client.
        ii. In the event that Editor postpones services, all quoted estimates and rates will remain in effect for one calendar year from the date on which Client was notified in writing of Editor's postponement, regardless of when that notification was received.
    B. Estimates are based on previous experience and are determined by the scope and size of the project.
        i. All developmental edits, line edits, and proofreads 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.
        ii. Pitch materials, including blurbs, are priced for the entire document with the following word count limits:
            a. Query letters and back cover blurbs – 500 words maximum
            b. Synopses – 1,000 words maximum

c. "First ten pages" – 3,000 words maximum
d. Any overages may result in additional charges.
e. Editor reserves the right to refuse to perform services on any pages or materials that are submitted outside the scope of the original agreement.

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.
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 within twenty-four hours of receipt of final payment.

3. Service
   A. The Client will choose an editing service based on their needs, timeframes, and budget in consultation with the Editor using the Editor's website as guidance.
   B. The Editor agrees to perform the agreed-upon editing services as described on Editor's website in a timeframe as close to the original agreement as possible.
   C. The Editor makes no promise to advertise, review, or otherwise "buzzmarket" Client's project on social media or any other public platforms.
   D. The Editor retains the right to terminate the agreement at any time and for any reason.
      i. If work has not yet started, the Editor may choose to issue a refund in whole or in part of any deposits paid.
      ii. 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 Editor's sole discretion.
   E. The Client may terminate the agreement at any time and for any reason.
      i. If the Client terminates the agreement prior to the scheduled start date for the services, and work has not begun, the Editor may choose to issue a refund in whole or in part of any deposits paid.
      ii. If the Client terminates the agreement on or after the scheduled start date for the services, no refunds will be issued.
4. Ownership
   A. The Client retains all rights to the project being edited or read insomuch as they have legal control over the project in the first place.

B. All changes and suggestions will be made with Tracked Changes turned on so they Client may choose to reject or alter any or all changes or suggestions.
C. The Client retains all responsibilities with regards to the publishing and marketing of the project and all potential consequences thereof.
D. The Editor may ask, in writing, permission to use a portion of Client's project in educational endeavors, including those that generate additional revenue for Editor, without any compensation for Client. Client retains the right to refuse such usage.
    i. The Editor may describe portions of a Client's work or the editorial process engaged for educational endeavors, including those that generate additional revenue for the Editor, without any compensation for the Client. The Editor will endeavor to maintain anonymity for the Client during this process.

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 projects presented to the Editor.
        i. The Editor will never use large language models or other generative artificial intelligence (collectively hereafter "AI") to perform the duties outlined herein.
            a. The Editor has all AI tools (i.e. Microsoft Co-Pilot, Gemini, etc.) turned off.
                a. In the event that these tools are automatically turned on, they are never used, in any capacity, at any time during the coaching or editing process.
                b. Pattern-recognition software (i.e. standard spellcheck and grammar check) that do not rely on Large Language Learning Models ("LLMs") will be used.
            b. The Editor will never "feed" an AI with client projects, including so-called "AI checkers."
        ii. The Editor will make no efforts to determine if a project has been developed with the "assistance" of AI, and will therefore make no assertions about the copyrightable nature of the project.

a. The Editor will not offer any guarantees that the editing process will make a project sufficiently "original" in these cases.
b. The Author assumes all liability and risk if they are using AI in the development, drafting, editing, proofreading, or other processes for the creation of a project, including with regards to future contracts and rights.

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, 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.