

✓✓DoubleCheck
Writing, Editing, Proofing & Tutoring

AGREEMENT for EDITING OF THESIS, DISSERTATION, OR MANUSCRIPT

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This Agreement is entered into by and between DoubleCheck Writing, Editing, Proofing & Tutoring, LLC, an Oregon limited liability company with a principal place of business located at 642 NW Stewart Place, Corvallis, Oregon 97330 (“DoubleCheck”) and the Client (the “Client”) whose name and address is set forth on Schedule A attached hereto.

W I T N E S S E T H:

WHEREAS, DoubleCheck is engaged in the business of providing writing, editing, proofreading, tutoring and SAT preparatory services to individuals and businesses; and

WHEREAS, the Client desires to engage DoubleCheck and DoubleCheck desires to accept such engagement for purposes of editing the work described in Schedule “A” attached hereto (the “Work”).

NOW, THEREFORE, in consideration of the covenants and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

1. Editorial Tasks. DoubleCheck agrees to:

- (a) read each chapter of the Work, as well as pre-text pages, appendices, references, and any other end-pages of the Work;
- (b) correct errors in grammar, usage, punctuation, and mechanics;
- (c) rephrase confusing or awkward sentences or paragraphs;
- (d) smooth the style of each chapter, creating a more cohesive document;
- (e) provide suggestions where sentences, paragraphs, or sections of the Work are confusing, and request more information from the Client where appropriate;
- (f) ensure that the format of the Work meets the requirements of the submission party identified in Schedule A; and
- (g) ensure that all in-text and bibliographic references contained in the Work are consistent with the requested style [MLA, APA, CBE, etc.]. (In cases of spacing of block quotes and of the References, the OSU Graduate School requirements supersede those of the style.)

2. Delivery. DoubleCheck shall deliver the Work to the Client chapter-by-chapter by delivery means specified in Schedule A hereto in a format agreed to by the Parties. DoubleCheck’s estimated hours to complete the services on the Work are set forth on Schedule A. The Client understands that DoubleCheck’s estimated time and cost for completing the Work is an informal calculation and that any adjustments to the amount of hours necessary to complete the work as well as the schedule of time for undertaking such work and/or the fees for same are subject to

review and renegotiation with the Client when necessary. If so requested by the Client, DoubleCheck shall proofread the final Work after the Client has made all changes.

3. Payment. The Client shall pay DoubleCheck the amount per hour as set forth on Schedule A for services rendered to the Client by DoubleCheck with respect to the Work. DoubleCheck shall provide Client with a progress report (“Report”) for each chapter (or more frequently, if so requested by the Client); each Report shall include the charges incurred to date. The Client agrees to pay for costs incurred and out-of-pocket disbursements made by DoubleCheck including, but not limited to, charges for photocopies, postage, courier service, long distance telephone, parking and travel charges, and other incidental expenses. An invoice shall be sent to the Client, based on the Payment Plan set forth on Schedule A, and the Client agrees to pay DoubleCheck in full within ten (10) days of receipt of such invoice.

4. Confidentiality. During the term of this Agreement, DoubleCheck, shall keep all information relating to the Client and his or her work confidential (“Confidential Information”), except when given express permission by the Client. In some cases, it may be necessary for DoubleCheck to employ assistance from an outside editor in order to complete the job in a timely manner. DoubleCheck shall discuss with the Client any anticipated need for subcontract work to another contractor for part or all of the services on the Work and DoubleCheck shall be solely responsible for any outside fees incurred. DoubleCheck shall obtain an agreement of confidentiality from any outside editor.

5. Termination. This Agreement may be terminated by either party upon ___ days’ notice sent in writing (or via e-mail) to the other party at the address first set forth above. DoubleCheck shall be paid by the Client for work performed on the Work through the date of termination.

6. Disclaimer. DoubleCheck shall NOT be responsible for:

- (a) the acceptance of the Work by professors, graduate committees, the OSU Graduate School (except in cases of format noncompliance), or publishers;
- (b) changes in format of the file upon transfer between DoubleCheck’s computer and the Client’s computer;
- (c) the accuracy of any of the facts set forth in the Work; or
- (d) Client’s non-acceptance of changes/suggestions (in most cases, using the “track changes” tool in MS Word or Pages ’08).

DoubleCheck shall make best efforts to correct any errors in the Work; provided, however, Client understands it is not possible to guarantee an error-free document and Client agrees to hold DoubleCheck harmless therefrom.

7. Rights. Client shall own all rights to any new or edited material provided by DoubleCheck in the completed Work.

8. Copyright Indemnification. Client warrants that the subject matter contained in the Work is not subject to copyright by a third-party. The Client shall be responsible for costs, expenses, fees,

judgments and awards in the event of any infringement upon the rights of authors, organizations, institutions, copyright holders, or others, as a result of plagiarism, libel, slander, or any other misuse of any material in the Work. DoubleCheck will bring such infringement or related issues to the attention of the Client, to the extent DoubleCheck has knowledge of same. Notwithstanding the foregoing, the Client shall indemnify DoubleCheck from any and all claims, damages, costs, fees, expenses, and awards, including attorneys' fees, incurred by DoubleCheck as a result of any such infringements or related violation of third party rights.

9. Entire Agreement; Amendment. This Agreement, together with Schedule A attached hereto, comprises the entire agreement among the parties hereto and any prior agreements or understandings are merged herein, superseded and thereby extinguished. This Agreement supersedes all prior negotiations, agreements and understandings between the parties with respect to the subject matter hereof. This Agreement shall not be modified or amended except by written instrument executed by each of the parties hereto.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the same force and effect of an original and each of which shall constitute the same instrument.

12. Headings; Usage. The headings in this Agreement are solely for convenience of reference and shall not affect its interpretation. Any word used in the singular or plural, and in the masculine, feminine or neuter, shall be either singular or plural, and masculine, feminine or neuter, as the facts or context may so indicate.

WITNESS their hands and seals as of the day and year set forth below.

DoubleCheck Writing, Editing
Proofing and Tutoring, LLC

CLIENT:

By: _____
Melissa R. Weintraub, Manager

By: _____
Signature
Print Name: _____

Date

Date

SCHEDULE A

Client Name:

Client Address:

Working Title: _____

Submission Party: _____

Length and description of Work:

Delivery Means: _____

Estimated Hours To Complete the Work: _____

Estimated Fee for Completion of The Work _____ **hours times \$** _____ **per hour for**
total Estimated fee of \$ _____

Schedule for Completion of the Work: _____

Payment Plan: _____

Any payment of any invoice not paid within the due date shall be subject to 1½% interest per month (18% per annum).