

Editor and Writing Coach giantsquidedits@gmail.com | giantsquidedits.com

14418 SE Ellis St Portland, OR 97236 (503) 803-2055

To sign up for an Argument Clinic appointment with me, please download this form, fill it out, read and sign the contract on pp. 2 and 3, and send the entire PDF to me together with an email to inquire about my availability. I can usually fit in an Argument Clinic session within a couple weeks, and my available times for the session are usually Sundays to Thursdays, between the hours of 10am and 6pm Pacific Time

### ARGUMENT CLINIC CONSULTATION

Your Full Name:
Your Email Address:(online invoice will be sent to this email address)
Your Email Address for communication (if different):
Length of appointment you are requesting:
() 60 mins, \$120.00
Please briefly describe the reasons why you are seeking an Argument Clinic consultation. Things you could mention include the type of project you are seeking feedback on, the particular problem(s) you are dealing with, the stage of the project you are at, solutions you have pursued, or anything else you think I

would find helpful to know in advance.



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### ARGUMENT CLINIC SERVICES AGREEMENT

This Services Agreement (hereafter "Agreement") describes the conditions and parameters of work between Giant Squid Edits LLC, a single-member limited liability company, with offices located at 14418 SE Ellis Street, Portland, OR 97236 (hereafter "Editor") and Client (named at the end of this Agreement).

### Scope of Work

Editor will provide a live video consultation for Client's developmental concerns with Client's research argument or writing project. The consultation will be conducted on a "walk-in" basis; that is, Editor will not read any material in advance, although Client is welcome to bring brief illustrative materials to the appointment that may aid in the discussion. During the consultation, Editor will provide all feedback verbally. No written feedback will be provided except for what the Editor may find useful to provide spontaneously during the live consultation (e.g., a sketch of an argument outline, a rough diagram of concepts or ideas, etc.).

#### Deliverables

The Editor will provide developmental feedback to the Client in the form of a live Zoom consultation that will be recorded for the Client's reference. All videorecordings will be delivered to the Client via Dropbox.

### Privacy and Rights

Client retains all rights to their work, both the work provided to Editor and any work produced in concert with Editor during consultation. Editor will not use or share any work provided or produced, except as authorized by Client. Work may be transmitted and stored electronically using services like Gmail, Dropbox, etc. Work will always be stored in private folders. Client acknowledges and accepts all risks associated with such transmission and storage.

Any videorecordings the Editor provides to the Client are for the Client's private use only and must not be circulated.

### <u>Indemnification</u>

The Client agrees to indemnify, defend, and hold harmless the Editor from any and all liabilities, claims, losses, costs, damages, penalties, and any other expenses including attorney's fees arising directly or indirectly from a third party alleging a claim that is in any way connected with the services rendered to the Client under this Agreement. Editor is not liable to Client or any third party for damages and losses, including lost profits, lost savings, or other incidental, consequential, or special damages arising out of the work performed under this agreement even if Client has advised Editor of the possibilities of such damages.

### Responsibilities

The Editor is not responsible for investigating the lawfulness of any content in the manuscript or for advising or alerting the Client regarding legal issues.

The Editor expressly disclaims all warranties implied, statutory, or otherwise, with respect to the services and



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deliverables provided under this agreement, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

### Client Responsibilities

As my Client, you agree that you have the power to enter into this Agreement on behalf of yourself or your organization or coauthors.

### **Payment**

Argument Clinic services will be charged at the rate of \$120.00 for a 60-minute appointment, \$140.00 for a 75-minute appointment, and \$160.00 for a 90-minute appointment. Payments can be made via Zelle or credit/debit card. Upon receipt of this signed Agreement, Editor will submit an invoice to Client for the full amount of the services requested. Payment will be due immediately upon receipt of the invoice, and the Agreement is not formalized until full payment is received. Payments are nonrefundable except under conditions stated under "Termination of This Agreement."

### Scheduling

The Argument Clinic appointment will take place at a time agreed upon in advance by both Editor and Client via email. Appointments are 60, 75, or 90 minutes long, and the Client is permitted one rescheduling of the consultation. The rescheduling can be for any reason.

### Termination of This Agreement

Any party may terminate this Agreement for any reason at any time.

If Client chooses to terminate, there will be no refund of fees paid except under conditions stated under "Force Majeure." In cases of Force Majeure, Editor will refund client all fees paid except for a \$50.00 administrative fee.

If Editor chooses to terminate, Editor will issue to Client a full refund of all fees paid.

### Force Majeure

Neither Editor nor Client shall be held responsible for delay or default caused by fire, riots, acts of God, sudden illness, death of a family member or significant other, or war, where such cause was beyond, respectively, Editor's or Client's reasonable control. Editor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of her obligations under this Agreement.

#### Execution

The parties agree that this Agreement may be electronically signed. The parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.



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IN WITNESS WHEREOF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated, and have executed this Agreement to be effective as of the day, month, and year accompanying Client's signature below.

Date:	By:
	Client's Signature
	Client's Full Name (printed)
	Client's Email Address (for invoicing)
Date	By:
Date:	Giant Squid Edits LLC
	Editor