

Hourly Research Contract

I agree to pay Patti Gillespie, Genealogist with Family Lines & Stories (herein called “Genealogist”), for genealogical services to be performed on my behalf at the rate of $25 per hour plus mileage and copy fees, if applicable. **A retainer of $25 for the first hour of research plus $25 for the creation of a Services Fund (see below) is required before research will begin; this total amount is due at the time of signing before research will begin.** Billing will be sent and payment received before the research and research report are forwarded. The Client has an option to add more hourly services as research begins.

**The Client shall engage Genealogist to provide the following services (check those that apply):**

* Research online sources.
* Research off-line sources.
* Analyze and summarize information found
* Upon termination of services, a professionally written Summary Report with citations detailing the research process and analyzing the findings will be provided. This report will contain the following:
* A research calendar,
* A list of all the sources searched, with comments on what each source provided
* A timeline
* Provide a partial Report at the end of each paid increment of time if the Client has indicated in writing that further research is desired.
* Provide financial expenses report for use of Services Fund at the time of depletion.
* Upon termination of services, Genealogists will promptly return to the Client all documents and photos in an Evidence Book as explained above.

**The Client agrees to fund the above services (check those that apply):**

* Pay Genealogist for each new research *increment of time* before research begins.
* Creation of a Services Fund to cover incidental costs of research (postage, copying, parking, certificate purchase, microfilm rental fee, thumb drive, and other small related expenses) up to $25.
* $25 for a copy of the GEDCOM file.
* Travel expenses with permission if expense will be beyond the Services Fund.

**Ethics**. Genealogist will perform this work as an independent contractor in accordance with prevailing professional standards in genealogy, including the Code of Ethics of the Association of Professional Genealogists, the Code of Ethics adopted by the Board of Certification of Genealogists, and the Standards recommended by the National Genealogical Society.

**Confidentiality**. I understand that Genealogist shall hold Client’s name, address, telephone number, and other identifying information about Client in confidence, unless Client authorizes their release in writing. Genealogist shall also accord confidentiality to all material furnished by Client which contains (a) information that is not a matter of public record or which cannot be rightfully obtained from another non-confidential source; (b) information that no one else has independently developed; and (c) information that Client has not disclosed to anyone else except under a strict, written, confidentiality agreement that has the effect of preventing disclosure by any other person or entity. **In essence, confidential information can not include information that is in the public domain**. Client understands that even though Genealogist may agree to keep certain information confidential, a court can compel Genealogist to disclose that information.

**Publication of Report**. Client agrees that any Report will not otherwise be published whole, or multiple copies made, without written permission from Genealogist. Client agrees that if there is distribution or publication of any information taken from Genealogist’s report, that information will be reported accurately and Client will credit Genealogist’s report as the source. Genealogist retains the copyright to the report and the manner in which she has expressed the information in it. Client may make a limited number of personal copies as a “fair use” of the copyrighted report.

**Fair Use**. Client agrees that Genealogist may utilize research findings that do not involve living members in professional presentation.

**Other Rules and Policies**. The Genealogist agrees to abide by any other rules, policies and procedures as communicated by Client in writing.

**Dispute**. Any dispute over the terms of this agreement that cannot be resolved by Genealogist and Client will be submitted to binding arbitration through the American Arbitration Association.

**Binding Effect**: The covenants and conditions contained in the Agreement are binding upon all signatories and their agents.

**Severability**: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any statute, ordinance or court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**Entire Agreement**: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. Letters or written agreements, signed by both parties, are the only acceptable forms of modification to this Agreement.

**Common Sense Agreement**: I understand that Genealogist may not be able to solve my genealogical problem(s) since the availability of information varies from county to county as well as from individual to individual.

**Research Goal.** The Genealogist is being hired to research the following:

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**Contract acceptance.**

I, the client, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, agree to the research terms specified above with the exception of the following rules, policies and procedures:

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I agree to pay \_\_\_\_\_\_\_ hrs X $25 per hour for a total of $ \_\_\_\_\_\_\_\_ to research the above goal.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, Genealogist, agree to the research terms specified above.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_