

Research Contract

I (herein called “Client”) agree to pay Patti Gillespie, Genealogist with Family Lines & Stories (herein called “Genealogist”) $100 for 4 hours of personal genealogical Coaching. A deposit of $50 must be received before the Coaching sessions begin.

**The Genealogist shall coach the Client with the following services:**

* Recommendations for online research sources.
* Recommendations for off-line sources.
* The use of a research log
* The use of a timeline.
* The development of a research plan.
* Analysis and summarization of the information found
* Assistance in formatting a quality report.
* Other services that are deemed logical and effective at the time for the Client’s research.

**The Client agrees to the following conditions:**

* Any pay sites researched are the financial responsibility of the Client.
* Client will acknowledge the assistance of the Genealogist in any public forum.

**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. In short, the Genealogist will break the contract and keep all monies heretofore paid without service if the Client is found to have plagiarized any information or acted with careless disregard of the privacy of the living.

**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**. The 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 for Genealogical Counseling to assist in determining the following:

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**Contract acceptance.**

I, the Client, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, agree to the Genealogical Counseling terms specified above.

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

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

I, Genealogist, agree to assist the Client as a Genealogical Research Counselor according to the terms specified above.

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

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