

Genealogical 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 \$450 per 10-hour increment. This amount is due at signing before research begins.

The Client shall engage Genealogist to perform these services:

- Research online sources.
- Research off-line sources.
- Analyze, collate, summarize, and paginate information found.
- Professionally cite sources and footnotes.
- Upon termination of the project, Client will receive all documents and/or materials lent to the Genealogist and a Financial expense report.

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

1. Paying Genealogist full amount for each *increment of time* before research begins.
2. Paying \$50 for a Services Fund which will cover incidental costs of research (postage, copying, parking, certificate purchase, microfilm rental fee, thumb drive, and other small, related expenses) up to \$50. Further funds may be requested; all use of funds will be accounted for; balance will be refunded.
3. Discussing further financials for travel expenses beyond the scope of 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 cannot 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 for those outside family members 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.

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

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, or prior 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) within the contracted period of time as the discovery and availability of information varies from county to county as well as from individual to individual.

I understand that the Client's desired results may not be found within the contracted period.

Research Goal: The Genealogist is being hired to research the following. The Client will record his research question below:

Contract acceptance: I, the Client, _____, agree to the research terms specified above and understand that \$450 for 10 hours of research plus \$50 for a Services Fund (Total \$500) are to be received before research begins.

Amount \$500.00 _____

Client Signature _____

Date _____

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

Signature _____ Patti Gillespie _____

Date _____

Amount Received _____