

Christopher White
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CONTRACT FOR GENEALOGICAL RESEARCH

Client's name: _____

Address: _____

Phone: _____ Email: _____

I, _____, herein called "Client" agree to pay Christopher White, herein called "Genealogist," for genealogical services in accordance with prevailing professional genealogical standards to be performed on my behalf at the rate of \$35 per hour. The hourly fee shall be applied as follows after a specific research goal is defined prior to the start of a research project: (a) review of Client's existing information; (b) development of a research plan that is confirmed by Client; (c) research; (d) review of all new material for accuracy and consistency; (e) evaluation of client's research objectives in terms of new information and the preparation of a detailed report (will include information detailing negative searches).

COMPENSATION

Genealogist's present fee is computed at the hourly rate of thirty-five (\$35) dollars per hour. Genealogist has a minimum fee of one hundred seventy five (\$175) for five (5) hours time. Client shall enclose a retainer fee of one hundred five (\$105) dollars. This retainer includes up to three (3) hours of time before the hourly fee of thirty-five (\$35) dollars is charged. The retainer will be used by the genealogist to evaluate previous research, to organize a research plan to address the specific research goal, and to research the goal. At the completion of the project, a fully documented, detailed report describing Genealogist's findings and the basis for his conclusions, along with extracts or copies of all relevant documents, will be provided digitally and/or in print form upon the balance paid in full.

If Client desires Genealogist to conduct further research, Client will be charged at the stated hourly rate, subject to the Client's prior written consent, in increments of no less than five hours. Requests for additional work in excess of ten hours will require a 50% advance deposit to initiate work.

Payment will either be by Genealogist's PayPal account at paypal.me/AlbanyGraveDigger, check, or money order payable to Christopher White. The retainer fee is to be paid in full at time of contract signing. Additionally, all fees for returned checks will be paid by the client.

Client authorizes Genealogist to perform up to _____ hours of previously described professional genealogical services for him/her at the described above rate of compensation. Genealogist shall attempt to have Client's report complete within _____ weeks/months of Contract signing unless a mutually agreed date is noted in writing between Client and Genealogist. Client agrees to pay the balance of \$ _____ in full within ten days of notice that the project is complete and for any statement for fees due and payable. Upon payment, Genealogist will immediately provide Client with a detailed summary report of research and findings, if any, along with suggestions for further research.

REIMBURSEMENT

Client shall also reimburse Genealogist for the actual costs of certificates, entrance fees, parking fees, photocopies, photographs, microfilm rental fees, postage, and other necessary out-of-pocket expenses, provided Genealogist submits an itemized bill, and provided that the total of expenses do not exceed \$50. If Genealogist anticipates that expenses may exceed this \$50 maximum, he shall notify Client in writing and obtain his/her agreement, also in writing, to the reimbursement of additional expenses. The itemized expenses will be billed separately and is due upon receipt. Mileage outside of a 25-mile radius of Albany, New York is charged to the Client at the rate authorized by the IRS. Presently, .56 cents per mile. Client sets a limit on reimbursement expenses in the amount \$_____.

ETHICS

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

CONFIDENTIALLY

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. Client understands that even though Genealogist agrees to keep information confidential, a court can compel Genealogist to disclose that information.

COPYRIGHT

Genealogist retains the copyright to the report and the manner in which he has expressed the information in it. Client may make a limited number of personal copies of the report, but agrees not to otherwise publish or make multiple copies of the report without written permission from Genealogist. When Genealogist gives permission to distribute to others or publish any information from his report, the Client will report findings and conclusions accurately, and the Client will credit report of the Genealogist as the source.

DISCLAIMER

Client understands that Genealogist makes no guarantee to solve genealogical goal(s) since the availability of information if any varies from area to area as well as from individual to individual and that conclusions are based on weight of available evidence. The Genealogist will use all available resources and do his very best to locate Client's ancestors and documents, but also provides no guarantee that any or all ancestors or documents will be located as a result of a search.

After Genealogist analyzes problem, completes research, and reaches conclusions, Genealogist will provide Client with a detailed summary report of research and findings, if any, along with suggestions for further research. All reports provided by Genealogist will be sourced and documented and copies and/or original documents will be included.

TERMS AND CONDITIONS

The contract between Client and Genealogist will become effective when Genealogist receives (a) Client Research Questionnaire; (b) a signed copy of contract with Client's signature denoting acceptance of contract; and (c) payment of a research retainer. This agreement shall be binding on the heirs, legal representatives, successors, and assigns of both the Client and the Genealogist. Should the Genealogist die before this contract has been performed, Client's sole remedy will be the return of any unearned fee. Disputes over the terms of this agreement that cannot be resolved by Genealogist and Client will be submitted to the Association of Professional Genealogists for confidential and binding arbitration services.

Christopher White

Date

Client Signature

Date