

Hilary A. Swanson
Hello Genealogy
[Address]
Fishers, IN 46038
[Phone]

[Date]

[Client Name]
[Client Address 1]
[Client Address 2]

Dear [Client Name],

You have asked that I undertake professional genealogical services for you. This letter describes the agreement between us regarding these services. If you agree with the terms, please sign both copies in the space provided at the end and return one to me.

I will [description of work] within the discussed [time] hours maximum. If [goal], I will [description of work]. If not [goal] or time runs out, I will [description of work].

So that I do not duplicate work already executed, you will provide me with the information you already have on the family lines, including copies of reports or summaries of previous research touching on the problem, copies of significant records, and notes on sources or collections already searched. [Add other provisions here]

Our agreement will become effective and I will begin work, when I have received that material; a signed copy of this letter; and your payment for the initial retainer of \$[___]. This retainer is not refundable but will include up to [__] hours of work before you will be charged an hourly fee of \$40. You have authorized a maximum of [__] hours for this initial assignment, up to \$[___]. Any additional time must be in writing. Additionally, you will reimburse me for any cost I incur for certificates, photocopies, tolls, parking expenses, and other out-of-pocket expenses provided that I submit an itemized bill and that the total expenses do not exceed, \$30. I will provide the research service on or before 60 days from the effective date of this agreement.

I will do 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. That code can be found here: <https://www.apgen.org/ethics/index.html>.

After I have analyzed your problem, completed the research, and reached my conclusions, I will provide you with [deliverables].

I will hold confidential any information you provide that is not already a matter of public record or public knowledge. I will treat with discretion even if they are already matters of public record, issues that concern living persons, their parents, or immediate families, as well as the following items that you have specifically noted as sensitive: [specific information]. Otherwise, I retain the right to make further use if the results of work done at your request,

including publication in articles or books with acknowledgement of your sponsorship of the research, unless you request anonymity. However, I will not accept fees to provide these results to other interested persons but will, with your consent, refer them to you for information and allow you to determine the terms under which you may decide to share it.

You agree that if you distribute to others or publish any information taken from my report, including my findings and conclusions; you will report them accurately, you will include any qualifiers. I retain the copyright to the report and the manner in which I have expressed the information in it. You can make a limited number of personal copies as fair use of the copyrighted report, but you may not otherwise publish or make multiple copies of the report without my written permission.

You understand and agree that I can make no guarantees regarding what information, if any, may be found or what conclusions may be drawn from it. You further understand and agree that I cannot predict in advance the time needed to find information or prove facts or relationships. We both agree that if any dispute arises we will use the arbitration services of [Arbitration Provider] and accept as final and binding their decision.

This letter reflects the full scope of our agreement and replaces any earlier, tentative commitments by either of us. Any changes will be effective only if they are also made in writing.

Thank you for the opportunity to be of service,

Best,

Hilary A. Swanson
Genealogist

Accepted:

[Client Name]

Signature: _____

Date: _____