



Ruth Lang, Certified Genealogistsm
5675 N. McCaffrey Avenue, Fresno, CA 93722
rlang@langresearch.com (559) 271- 0972

GENEALOGICAL RESEARCH AGREEMENT

Enclosed is a check or money order as an initial retainer for \$ _____ (minimum of 2 hours of work or \$70.00). I, known in this Agreement as Client, hereby engage the research services of Ruth Lang, known in this Agreement as Genealogist, and authorize her to conduct research on my behalf, for an amount not to exceed \$ _____ (time & expenses). Balance for additional time and/or reimbursable expenses are payable on completion of the research. It is understood that time leading to negative findings is also charged.

Research goals in order of priority: (attach or email additional sheets if necessary)

- 1)
- 2)
- 3)

The research costs will be charged as follow: \$35.00 per hour, including review of information provided by the Client, research, analysis and report preparation PLUS cost of microfilm rentals, photocopies, document copies, parking, long distance phone charges and faxes, postage and handling, travel expenses at the current IRS allowable rate per mile and other ordered or approved out-of-pocket expenses.

So not to duplicate work already done, Client has provided to the Genealogist all pertinent information on the subject to be researched, including copies of reports or summaries of previous research touching on the subject, copies of significant records, and notes on sources or collections previously searched. This material can include, but are not limited to, family group sheets, ancestral charts, research logs, certificates, newspaper clippings, replies to queries, online database queries, etc. This should include information on any known siblings as well. The Client understands that research on these collateral lines can result in information about their direct ancestors that may appear in no other records. (Please, do NOT send originals.)

The agreement will become effective, and the Genealogist will begin work, when she has received

- (a) Background material describing the information that Client already has,
- (b) Copy of this agreement, with Client's signature accepting it,
- (c) Client's check for the above stated retainer. Note: this retainer is not refundable. You will authorize any additional time in writing.

The Genealogist will provide client with a detailed report covering all sources checked during the research, analysis of the findings, copies of documents found, and an itemized report of the time consumed and expenses incurred. The report will be mailed in a reasonable time frame, not to exceed two months unless otherwise advised. Genealogist will notify Client of any delays in delivering the report. Client's payment is required within 15 days of the statement date.

When the authorized maximum has been reached or the objective has been reached, the Genealogist will provide the report defined above. When this phase of research is completed, no further research will be performed until the Genealogist receives Client's payment, and until Client provides written authorization for the next phase of research.

The 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 and the Code of Ethics adopted by the Board for Certification of Genealogists. Client agrees that the Genealogist may delegate certain research duties of her choosing to other qualified researchers with a reputation for quality work.

The Client understands and agrees that there are no guarantees regarding what information, if any, may be found or what conclusions may be drawn from it and that no prediction can be made in advance of the time needed to find the

information to prove facts or relationships, and that the risk of non-discovery, or discoveries to the contrary of those desired is on the Client and not the Genealogist.

Genealogist will hold confidential any information on living persons or sensitive matters that is not already a matter of public record or public knowledge. The Genealogist 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 items that the Client has specifically noted as sensitive.

Genealogist retains the right to make further use of the results of work done at Client's request, including, but not limited to, publication in articles and books, certification renewal, and genealogical lectures or workshop material, with acknowledgement of Client's sponsorship of the research, unless the Client requests anonymity. The Genealogist will exclude information about living persons or information the Client specially requests that the Genealogist not use. The Genealogist will not accept fees to provide these results directly to interested persons, but will, with Client's consent, refer them to the Client for the information and allow the Client to determine the terms under which they may decide to share it.

The Genealogist retains the copyright to the report and the manner in which she has expressed the information in it. The Client may make a limited number of personal photocopies of the copyrighted report for personal study, but will agree that they will not otherwise publish, make multiple copies of the report for distribution, or reproduce the report in any other material form without the Genealogist's written permission.

The Client agrees that if they distribute to others or publish any information taken from the Genealogist's report, including Genealogist's findings and conclusions, the Client will report them accurately. The Client will include any qualifiers (for example, the words probable or possible, when accompanying a conclusion), and the client will credit the Genealogist's report as the source.

Client and Genealogist both agree that if any dispute arises out of this agreement, they will use the arbitration services of the Association of the Professional Genealogists and accept as final and binding on both parties the arbitration decision, and both parties consent to the entry of the decision as a final judgment in any court that may have jurisdiction over either of them.

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

The terms and conditions of this agreement shall survive its performance.

Thank you for the opportunity to be of service.

Sincerely yours,

Signature of Ruth Lang, Genealogist: _____ Date: _____

ACCEPTED:

Signature of Client: _____ Date: _____
(Signature by client denotes acceptance of conditions.)

Client's Name: _____

Address: _____

Phone # _____ Email _____

I do ___ do not ___ give permission for Ruth Lang to use the research findings in lectures, published materials, and in certification applications to the Board of Certification of Genealogists for renewal of certification.

Please sign one copy and return with retainer: retain second copy.