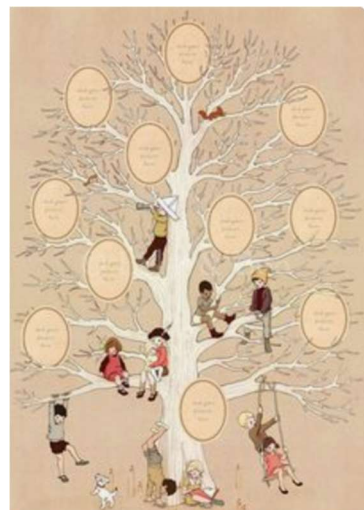


# GENEALOGICAL RESEARCH CONTRACT

I agree to pay Christean Kapp (herein called "Genealogist") at Prof. Genealogy for genealogical services to be performed on my behalf at \$175 per 5-hour increment. This amount is due at the time of signing before research will begin.

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

- Pay Genealogist for each new research *increment of time* before research begins.
- Creation of a Services Fund to cover incidental research costs (postage, copying, parking, certificate purchase, microfilm rental fee, thumb drive, and other minor related expenses) up to \$25.
- \$25 for a copy of a family tree's GEDCOM file or online password.
- Travel expenses with permission if the expense will be beyond the Services Fund.



## Client engages Genealogist to provide the following services (check those that apply):

- Research online sources. These may include census records, passenger lists, address books, etc.
- Research off-line sources. This is limited to Houston Public Institutions.
- Interview/contact Client and Client-approved relatives for basic information using online forms, phone, and/or video conversations.
- Create a digital family tree and maintain a clean GEDCOM file with research results.
- Analyze and summarize information found.
- Upon termination of services, a professionally written Summary Report with citations detailing the research area and analyzing the findings will be provided. This report will contain the following:
  - ✓ A list of all the sources searched, with comments on what each source provided
  - ✓ Pedigree charts and family group sheets showing the new family information gathered and entered. Copies of the supporting documents will be numbered to correspond with the footnotes in the report and will be gathered into an Evidence Book with the information. The documents will also be scanned and digitized.
- Provide a partial report at the end of each paid increment of time if the Client has indicated in writing that further research is desired.
- Provide a financial expense report for using the Services Fund at the time of depletion.
- Upon termination of services, Genealogists will promptly return to the Client all documents and photos in an Evidence Book or integrated into the GEDCOM as explained above.

**Research Goal.** The Genealogist is being hired to research the following:

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**Comments.**

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**Ethics.** Genealogists 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 the Genealogist shall hold the Client's name, address, telephone number, and other identifying information about the Client in confidence unless the 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.** The Client understands that although 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, 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 how she has expressed the information in it. A 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 a 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, limiting such provision would make the provision valid. Such provision shall 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, deals, 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 and from individual to individual.

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**Contract acceptance.** I, the Client, \_\_\_\_\_, agree to the research terms specified above except for the following rules, policies, and procedures:

Signature \_\_\_\_\_ Date \_\_\_\_\_

I, Genealogist at Prof. Genealogy, agree to the research terms specified above. Visit us at [profgenealogy@carrrd.co](mailto:profgenealogy@carrrd.co)  
Tel: 832-349 2703 email: [mailto:Prof.genealogy@proton.me](mailto:mailto:Prof.genealogy@proton.me)

Client Signature \_\_\_\_\_ Date \_\_\_\_\_