

[date]

[client's name]

[client's address]

[client's city, prov./st., postal code]

**Sample Genealogy Research
Letter of Agreement**

Dear _____:

You have asked me to undertake professional research services for you. This letter, with the accompanying Schedule of Fees and Expenses, describes the agreement between us regarding these services. If you agree with the terms, please sign both copies of the agreement in the space provided at the end and return one copy to me.

I will undertake to [State client objectives, briefly describing the problem, the scope of work, the expected work product, and any applicable time constraints here.]

So that I will not duplicate work already done, you will provide me with the information you already have on the matter, 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 such things as family group sheets, ancestral charts, research logs, certificates, newspaper clippings, replies to queries, online database queries (with search parameters), etc., concerning the subject(s) to be researched. This should include information on any known siblings as well. (Please, do NOT send originals.)

Our agreement will become effective, and I will begin work, when I have received (a) the background material; (b) a copy of this letter, with your signature accepting it; and (c) your check for the initial retainer of \$____.00 [\$120 (hourly) or \$175 (package)], which is not refundable but will include up to __ [4 or 6] hours of work time before you will be charged an hourly rate.

You have authorized a maximum of ____ hours for this assignment, in accordance with the attached Schedule of Fees and Expenses, and will authorize any additional time in writing.

--- OR ---

You have chosen the _____ Research Package for ____ [6, 10, 16 or 25] hours of work time at the cost of \$____.00, and you will authorize any additional time in writing.

If the assignment is completed before the funds are exhausted, any funds from advances in excess of the retainer, after the hourly rate and expenses are calculated, will be returned to you or will be applied to another assignment as you direct in writing.

You have also authorized up to \$_____ to cover expenses made on your behalf in accordance with the attached Schedule of Fees and Expenses.

I 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 and Conduct adopted by the Board for Certification of Genealogists, and the Standards recommended by the National Genealogical Society, copies of which are available upon request, or may be accessed from the Resources page on my web site. The timing and order of the research and the selection of repositories to contact will be of my choosing.

You understand that I can make no guarantees regarding what information, if any, may be found or what conclusions may be drawn from it, nor predict in advance the time needed to find information or prove facts or relationships, and that the risk of non-discovery, or discoveries to the contrary of those desired, is on you, the Client, and not me, the Genealogist.

After I have analyzed the problem, carried out as much of the research as authorized time allowed, analyzed the findings and reached my conclusions, I will provide you with *[Insert description of work product here. For example: "A written report including complete source citations, copies of documents found and recommendations for further research."]*

A report for each 6 to 10 hours work will be sent to you by Priority Mail, the first normally within _____ weeks from receipt of the signed Agreement, prior research, and the retainer. I will notify you of any delays in delivering the report. Included with the report will be a time and expense log, and an invoice for any costs to date, and a schedule for the next report, if applicable.

I will hold confidential any information you provide that is not already a matter of public record or public knowledge, unless compelled by a court to disclose such information. 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 items that you have specifically noted as sensitive. *[Insert any additional items the client has requested be kept confidential here.]*

_____. Otherwise, I retain the right to make further use of the results of work done at your request, including, but not limited to, publication in articles or books, certification applications, and genealogical lectures or workshop material, with acknowledgement of your sponsorship of the research, unless you request anonymity. However, I will not accept fees to provide these results directly to other interested parties but will, with your consent, refer them to you for the information and allow you to determine the terms under which you may decide to share it.

I retain the copyright to the report and the manner in which I have expressed the information in it. You may make a limited number of personal photocopies of the copyrighted report for personal study, but you agree that you will not otherwise publish, make multiple copies of the report for distribution, or reproduce the report in any other material form without my written permission.

You agree that if you publish any information taken from my report, including my findings and conclusions, you will report them accurately, you will include any qualifiers I have used (for example, the words *probable* or *possible*, when accompanying a conclusion), and you will credit my report as the source.

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

This letter and the accompanying Schedule of Fees and Expenses reflect the full scope of our agreement and replace any earlier, tentative commitments by either of us. Any changes will be effective only when 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,

William H. Bienia, Genealogist

ACCEPTED:

Client's Signature

Date