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PROFESSIONAL RESEARCH SERVICES PROJECT AGREEMENT

Client(s), _____, wishes to retain Genealogy Uprooted, LLC, with a research project that will attempt to address the following goal(s):

To avoid duplication of work already done, the Client will provide the Researcher with all pertinent information already obtained regarding the subject to be researched. This would include, but is not limited to: all background information, gedcom files, pedigree charts, access to online trees and/or DNA databases, copies of reports or summaries of previous research, copies of significant records, family stories, and notes on sources and collections already searched. Unless otherwise specified, in writing, any research conducted is based on the assumption that the information collected from the Client is correct. Any inaccuracies due to inaccurate, incomplete, or incorrect background information collected from the Client is not the responsibility of the Researcher.

Researcher agrees to provide Client a detailed report including all relevant sources relied upon during the research, with analysis, and a detailed accounting of time consumed and expenses incurred. The report will be mailed or emailed to Client within a reasonable amount of time after receipt of any balance due to Researcher. Researcher will perform this work in accordance with the prevailing standards of the profession, including adherence to the standards of The Board of Certification of Genealogists® as set forth in *Genealogical Standards* (Nashville, Tenn.: Ancestry Imprint, Turner Publishing, 2014).

This agreement will become effective, and the Researcher will begin work, when the Client provides the following:

1. All prior research documents, information, etc., as stated above,
2. A copy of this fully executed, signed and dated, agreement, and
3. The full retainer as specified below.

AGREEMENTS

HOURLY FEE: Client will pay a fee of \$_____ per hour for services rendered, plus New Mexico Gross Receipts Tax.

Initials

Date

RETAINER: The retainer requested is an initial deposit which is based on several factors including the degree of complexity of your project. The retainer is not necessarily your entire fee for this project. A total of \$ _____ will be paid in advance by Client as a retainer. This by no means implies any obligation or prediction to complete Client's work for an amount equal to or less than deposited funds. Should work be completed prior to exhaustion of retainer, Client's remaining funds will be promptly refunded. Should retainer be exhausted prior to completion of this matter, Client may be asked to make additional deposits. Whenever an additional deposit is requested, Researcher shall not be required to provide further services until the requested deposit has been paid. Regardless of whether an additional retainer amount has been received, Client is responsible for full payment of all fees and costs in excess of the retainer amount.

COSTS: Client agrees to pay for all costs and expenses incurred in the course of the project such as copies, postage, and facsimiles; round-trip travel to repositories and parking; database and record retrieval expenses, etc., as follows: Fax at \$1.00 per page; Copies at \$0.50 per page; Mileage at \$0.655 per mile; all others at cost. If it is contemplated that the employment of subcontractors including experts or additional researchers may be necessary, Client agrees to pay for these costs as follows: Actual cost upon prior approval of Client.

NEW MEXICO GROSS RECEIPTS TAX: In addition to any fees paid pursuant to this agreement, Client must pay New Mexico Gross Receipts tax at the applicable rate for Albuquerque, New Mexico.

TERMS OF PAYMENT: Researcher shall send Client periodic invoices payable within fifteen (15) days of the date of submission to Client. Balance in full is due before final report will be sent to Client.

NON-PAYMENT: If Client fails to timely pay Researcher's invoices in full, or replenish Client's retainer, if requested, cessation of research may occur. Researcher, without notice to Client, may use all remedies available to recover payment. Client understands that no work product will be provided to Client until outstanding fees are paid in full.

PERMISSIONS: (a) Researcher retains the right to further use the research and the results of work conducted at the Client's request, including but not limited to, application or renewal for certification purposes, presentations, lectures, or publication in articles, books, or via electronic or digital media. Researcher agrees not to use the name of the Client or the names of living members of the Client's family, in articles or presentations without the Client's written consent. (b) The Client provides permission for the Researcher to create and use a privatized and unsearchable online tree on *Ancestry.com*. (c) Client shall respect the Researcher's copyright. Sharing any of the Researcher's work product, beyond immediate family members, without written consent by the Researcher, is prohibited. Any attempt to publish any portion of the Researcher's work product is adamantly prohibited.

CONFIDENTIALITY: The Researcher will hold confidential any information the Client provides that is not already a matter of public record or public knowledge. The Researcher will treat with discretion, even if they are already a matter of public record, issues that concern living persons, their parents, or immediate families, as well as items the Client has specifically noted as sensitive. The Client will inform the Researcher of these sensitive items, if any, in writing. The sensitive items will not be included in further use or publication without the Client's written consent.

Initials

Date

RESEARCH DISCLAIMER: Research results cannot be guaranteed. Client understands that facts or conclusions discovered may be surprising. Client further understands that facts or definitive conclusions may be unobtainable. Researcher guarantees that their best efforts, years of education, experience, and the Genealogical Proof Standards will be used to provide skilled assistance with Client's research project. However, because every individual's story and circumstance is unique, it is not possible to guarantee results. Every effort is made to ensure the quality of material presented.

SUCCESSION PLAN: Genealogy Uprooted, LLC and specifically, Laura A. Weber, have a succession plan. In the event the Researcher suffers extended incapacity, disability, or death, a successor will take steps to protect the interest of the Client.

TERMINATION: This agreement continues until Researcher has completed the Client's project, as stated herein. However, either party may terminate this Agreement, upon written notice to the other party, at any time. If the Agreement is terminated, the Client will be required to pay Researcher for any and all outstanding fees and expenses due at that time. Client understands and agrees that the obligation to pay fees is not dependent upon the outcome of Client's project. Client understands that RESULTS CANNOT BE GUARANTEED and precise fees cannot be predicted.

RETENTION AND DESTRUCTION: Researcher stores their electronic files digitally in a cloud-based server. All reasonable precautions have been taken to protect Client's privacy. Client understands their files and all relevant work product may be destroyed in accordance with the Genealogy Uprooted, LLC file destruction policy, which will be approximately two years after the close of the project. Documents may be destroyed pursuant to Researcher's policy and process without further notice to Client.

APPLICABLE LAW: This agreement should be construed in accordance with laws of the State of New Mexico.

MODIFICATIONS: Any revisions to this agreement, or additional commitments assumed by the Client or the Researcher shall be binding only placed in writing and signed by both the Client and the Researcher.

AUTHORIZATIONS: Client hereby grants authorization and limited power of attorney to the Researcher to obtain records from city, county, state, and federal offices; online databases; and any other available repositories, as the Researcher deems necessary. A photocopy of this authorization shall have the same force and effect as the original.

Date

Laura A. Weber, Genealogist

Date

Client