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[Date]

[Your name and address]

Re: [Short description of your research objective]

Dear _____:

You have asked me to undertake professional genealogical 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 in the space provided at the end and return one to me.

I will undertake to [Here I will state your research objectives. This will include a brief description of the problem, the scope of the work and any applicable time constraints.]

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 problem, copies of significant records, and notes on sources or collections already searched.

Our agreement will become effective, and I will begin work, when I have received (a) that material; (b) a copy of this letter, with your signature accepting it; and (c) your check 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. You have authorized a maximum of _____ hours for this initial assignment, in accordance with the attached schedule of fees and expenses, and will authorize any additional time in writing.

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 adopted by the Board of Certification of

Genealogists, and the Standards recommended by the National Genealogical Society, copies of which are attached.

After I have analyzed your problem, completed the research, and reached my conclusions, I will provide you with [*Here I will describe what you will receive from me. Examples: "a documented report describing my findings and the basis for my conclusions," or "copies of relevant documents with full source citation," or "a completed society-application form, accompanied by necessary documentation, ready for your signature and submission," or "an edited manuscript," or "camera-ready copy."*].

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: [*Any additional items that you have requested I keep confidential are added here.*]. Otherwise, I retain the right to make further use of 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 the 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 (for example, the words *probable* or *possible*, when accompanying a conclusion), and you will credit my report as the source. 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 copies as a "fair use" of the copyrighted report, but you agree that you will not otherwise publish or make multiple copies of the report without my written permission.

We both agree that if any dispute arises out of this agreement, we will use the arbitration services of the Association of Professional Genealogists (APG) and accept as final and binding on both of us that 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 fee schedule reflect the full scope of our agreement and replace 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.



APRIL 24, 2005

KAREN WALLACE STEELY

Sincerely,

Karen Wallace Steely
THE PAST MATTERS

ACCEPTED:

[*Your name*]

Date