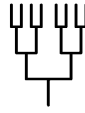


*"You can't climb your family tree
if the branches are missing!"*



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Family Tree Restoration

CONTRACT

THIS AGREEMENT is made this between Deena L. Goodale, Family History Researcher, hereinafter called "Researcher," of Glendale, Arizona, and client(named at end of contract).

WHEREAS, Researcher is engaged in providing professional genealogical services, and
WHEREAS, Client has the desire to engage Researcher for such services.

THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

1. **Services to be Rendered.** Researcher shall analyze Client Proposal, Client's family history information/questionnaire, provide consultation, and shall conduct research on ancestral lines per approval of Package B and/or C (pedigree charts, family group records, and/or a family history) in the Client Proposal. This research shall become effective after receipt of this signed contract.
2. **Researcher will furnish only facts she can substantiate with adequate documentation and will not withhold any data necessary for the Client's purpose.** If the research goal/question involves analysis of data in order to establish a genealogical relationship or identity, Researcher will include this analysis in a written report based on Genealogical Proof Standards and methodology; however absolute proof of genealogical relationships is usually not possible.
3. **Time of Performance.** Researcher shall provide the research services detailed in Section 1, above, on or before _____ weeks (or months) after the effective date research was begun (date of receipt of signed contract) unless the Researcher notifies Client of the need for an extension. Upon such notification, she shall be automatically entitled to an additional sixty (60) days. If Researcher cannot resolve a research problem/question within the limitations of time or budget established by the Client Proposal, Researcher will explain the reasons why and will, to the best of her ability, address research raised by the Client and will provide a report for the research question/goal.
4. **Compensation.** Client shall pay \$15 per hour for research and authorizes up to two hours of work (\$30 retainer fee) payable in advance, which shall be applied to the the remainder due and payable upon completion of project or approved number of research hours. (It is understood that time leading to negative findings is also charged.) The hourly fee shall be applied to time spent analyzing Client's family history information/questionnaire, formulating a work plan, consultation emails or telephone calls, research and analysis, and preparing written reports.

- A. When the authorized maximum number of research hours has been reached, Researcher shall provide Client with the work product specified in Client Proposal. Additional research, if Client requests it, shall be authorized only by an amendment in writing, signed by both parties to this agreement. Client understands that if he delays in deciding whether to authorize additional research, Researcher will have to spend additional time reacquainting herself with the facts of his case. Should Client's execution of the present contract be delayed by six months, Client understands that the stated fee may need to be renegotiated.
- B. Researcher will return any advance payment that exceeds the hours and expenses incurred.
5. **Expense Reimbursement.** Client shall reimburse Researcher for costs she incurs for certificates, photocopies/printing, parking expenses, telephone toll calls, microfilm, and other necessary out-of-pocket expenses, provided she submits an itemized invoice and provided that the total of expenses does not exceed \$_____. If Researcher anticipates that expenses may exceed this \$_____ maximum, she shall notify client in writing and obtain his agreement, also in writing, to the reimbursement of additional expenses.
6. **Confidentiality.** Client understands and agrees that Researcher shall hold confidential his name, address, telephone number unless it is for the Researcher's portfolio submitted periodically to the Board for Certification of Genealogists for renewal of certification. Client understands that even though Researcher may agree to keep certain information confidential, a court can compel Researcher to disclose that information.
7. **Disclaimers.** Client understands and agrees that Researcher can make no guarantee regarding what family history information, if any, may be found or what conclusions may be drawn from it. Client further understands and agrees that Researcher cannot predict in advance the time needed to find information or prove facts or relationships, and that the risk of nondiscovery, or of discoveries contrary to those desired, is on Client, not Researcher.
8. **Future Use of Work Product.** Client understands that Researcher must protect her professional reputation. In that regard, he agrees that he shall obtain Researcher's consent, in advance, to any publication of any portion of her work product. Should she not consent, client may not publish her work. Researcher shall respond to a request for publication within thirty (30) days from the date Client delivers material specifically designated as proposed for publication. Researcher's reply shall indicate any specific sentences or sections to which she objects, as well as the reason(s) for objection. She shall also submit recommended changes at no cost to Client, and

Client shall be required to make said changes to the manuscript as a condition of her consent to publication. Client shall incur no expense for Researcher's time spent in studying or responding to material proposed to be published. Researcher shall not unreasonably withhold her consent to publication.

9. **Survival of Terms and conditions.** The terms and conditions of this contract shall survive its performance. This document contains the entire agreement of the parties. It supersedes all oral or written proposals and all other prior agreements, understandings, or communication. Its terms may not be altered except by a writing signed by both parties. The parties agree that this agreement shall be construed in accordance with the laws of the state of Arizona and that neither party will resort to the courts of any jurisdiction to resolve disputes arising out of this agreement.
10. **Third Parties.** This agreement shall be binding on the heirs, legal representatives, successors, and assigns of both parties. Should Researcher die before this contract has been performed, Client's sole remedy shall be the return of any unearned fee.
11. **Notices.** All notices under this agreement shall be in writing and shall be deemed to be given five days after deposit in the U.S. mail, postage prepaid, and addressed as set forth in the first paragraph of this agreement. Should either party wish to have his or her place of notice changed, he or she shall send the new address by certified mail to the other party.
12. **Execution in Counterpart.** The parties acknowledge that two copies of this agreement are being executed. Each is deemed to be an original, but they constitute one and the same instrument.
13. **Cancellation.** If the Client terminates this agreement within 48 hours, the Client will receive a refund for any additional services contracted except for the initial consultation. If the Client terminates this agreement after 48 hours and before the scheduled completion date, the Client will reimburse the Researcher for all outstanding fees and out-of-pocket expenses incurred.

Printed Name

Client Signature

Date

Telephone No.

E-Mail

Address