

Roam Your Roots Genealogy Research Contract

THIS AGREEMENT is made as of **DATE** (“Effective Date”) by and between Lisa Buckner d/b/a Roam Your Roots (hereinafter “Genealogist”), having a place of business at 1420 Chapin St NW, Washington, DC 20009 and **CLIENT** (hereinafter called “Client”).

WHEREAS, Genealogist is in the business of providing professional genealogical services, and

WHEREAS, Client has the need for such services and desires to engage Genealogist to perform such services.

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Services to be Rendered

Input

Compensation

The total cost for services will be \$(**FEE**), at a rate of \$50 per hour (“Project Total”). Client agrees to pay an initial retainer in the amount of 1/2 of the Project Total (**50% of TOTAL**). The invoice for the initial retainer will be sent to Client following Genealogist’s receipt of this signed Agreement. There will be no due date for payment of the retainer fee, but Client understands and agrees that Genealogist will not begin any research until the retainer fee is paid in full. An invoice for the remaining 1/2 of the Project Total will be sent to Client with the final project materials upon completion.

Client acknowledges and agrees to pay for any additional fees incurred by Genealogist for the ordering of vital records and other records necessary to render the services agreed upon. These additional fees will be included and itemized on the final invoice.

Upon receipt of the final invoice, Client agrees to pay in full within 7 business days. If payment is not received by Close of Business (5pm EST) on the 7th business day following receipt of the final invoice, Client understands that a late fee of \$25 per day (24 hours) will be incurred.

Disclaimers

Client understands and agrees that Genealogist can make no guarantees regarding what information, if any, may be found within the agreed upon hours. Research conducted by Genealogist will be conducted to the best of her ability at the time of investigation. No research is considered exhaustive and results are defined by time limitations and access to sources. Client further understands and agrees to the risk of non-discovery, or of discoveries contrary to those desired.

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY PROVISION OF THIS AGREEMENT.

Privacy

Client agrees to notify Genealogist of any sensitive or private information, and Genealogist agrees to maintain Client's privacy by not disclosing such private information while conducting genealogical research.

Future Use of Work Product

Except as specifically set forth in writing and signed by both Client and Genealogist, Genealogist shall have all copyrights with respect to all work produced under this Agreement, including any interim or final reports prepared by Genealogist for Client. Client is hereby granted a non-exclusive license to use the copyrighted work, but Client agrees that any distribution of Genealogist's research, in whole or in part, shall be credited to Genealogist as the source of such research.

Client agrees to grant permission to Genealogist to use produced materials under this Agreement for submission to various genealogical bodies, including, but not limited to, the Board for Certification of Genealogists, genealogical journals, and/or as samples for lectures.

Independent Contractor

Genealogist is not an agent, employee or legal representative of Client, but is an independent contractor. Client agrees that nothing in this Agreement will be construed as to create a partnership or joint venture between the parties, to impose any liability as such on either of them, or to grant either party the right to bind the other without the other's prior written consent. Contractor has the right to advertise, seek out, and perform services for other clients during the term of this Agreement.

Choice of Law

The validity, interpretation, construction and performance of this Agreement shall be governed by the internal substantive laws, but not the conflicts of law rules, of the District of Columbia.

Entire Agreement

This Agreement contains the complete and exclusive statement of the Agreement between the parties and supersedes all prior agreements and understandings (whether oral or written) between them concerning this subject matter. This Agreement may only be modified in a writing signed by both parties that refers to this Agreement.

Accepted and Agreed

By signing this Agreement, you represent and warrant that you agree to all provisions contained within it, and that no further action is required to enter into this Agreement.

“Genealogist”

“Client”

[Signature]

[Signature]

Lisa Buckner
Roam Your Roots

[Printed]

[Date]

[Date]