



Vanita Lynn Warren

KSI Genealogy (KSI Gen)

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This agreement is made the ___ day of _____ 201___, by and between Vanita Lynn Warren, dba as KSI Genealogy (KSI Gen), herein referred to as "KSI Gen" and _____ herein referred to as "Client." This agreement is intended to be a contract between Client and KSI Gen for professional genealogical research services.

Introduction

As a KSI Gen "Client," you have asked me to perform professional genealogical research for you. This Services & Research Agreement, the application for Genealogical Research and the accompanying Service Description, describes the agreement between you and Vanita Lynn Warren, dba: KSI Genealogy (KSI Gen) regarding that service. If you agree with these terms and the following Service Description, please sign Page 2 of this Agreement and make a copy for yourself. Then, return this Agreement to KSI Genealogy along with your Request for Genealogical Research.

I will perform this work as an independent contractor in accordance with prevailing professional standards in genealogy, including the Code of Ethics adopted by the Board for Certification of Genealogists, and the Standards recommended by the National Genealogical Society, copies of which can be provided to you at your request. You understand that I can make no guarantee regarding what information, if any, may be found, and that conclusions are based on the weight of available evidence and that absolute proof of genealogical relationships is usually not possible.

To avoid being charged for duplicate work already performed, you must supply me with information already obtained to the extent possible, concerning persons or family members to be researched. This should include copies of reports or summaries of previous research touching on the problem, copies of significant records, and notes of sources or collections already searched. KSI Gen reserves the right to duplicate research already accomplished if it is deemed that the attending conclusions or the research are incomplete or incorrect. This agreement becomes effective when KSI Gen has received:

- a) The completed *Request for Genealogical Research Information Form*
- b) This *Services & Research Agreement* with your signature accepting it; and
- c) Payment of the non-refundable *\$75 Initial Consult Fee* to engage KSI Gen services.

While the initial fee is not refundable, it includes a minimum of 2 hours and up to 3 hours of work and consultation and you are under no further obligation. If you desire to continue after the Initial Consultation, you will be charged an additional \$45/hour retainer fee, agreed upon in writing. Out-of-pocket costs including but not limited to photocopies, postage and handling, repository entrance fees, travel and lodging (when reasonable, necessary and agreed upon in advance), database fees and the like will be negotiated and agreed upon in writing, along with payment of subsequent retainers, if applicable.

Reporting

This research will require a consultation and review of your existing information and documentation, and forming a research plan after an evaluation of your materials. Your information and materials will be reviewed for accuracy and then I will evaluate your objectives based on either an hourly plan or a negotiated long-term research plan. After I receive your materials, analyzed your issue or problem, completed the initial research, and reached my conclusions, I will provide you with a report of my findings. This report normally contains a log of research, documentation of all sources searched, a summary of the research with the basis for my conclusions, and suggestions for further research; and will be provided digitally and/or in print form upon receipt of payment in full. Simple requests will take less time and will only have an informal memo explaining them. Existing evidence of pertinent facts will be included in the body of the report or memo. I will contact you if I feel more work is necessary to complete the goals you have established and will proceed only if you authorize, in writing, additional work and payment by mail

or email. Should you wish me to continue the research, it will be charged at the \$45/hour Research Rate, or the \$30/hour Coaching Rate in increments of no less than two (2) hours, subject to prior agreement and written consent.

You can expect an intermediate report within 60 days, or a final report within 60-90 days. Occasionally factors may lengthen the time of a final report to 120 days. However, in that case I will contact you in writing when events interfere with the timeliness of reporting.

Research

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. Otherwise, I retain the right to make further use of the results of this work, including publication in articles or books, with acknowledgement of your sponsorship of the research, unless you request anonymity.

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 written permission from KSI Gen.

Disputes

KSI Gen and you (as “Client”) both agree that if any dispute arises out of this agreement, we will use the arbitration services of The Association of Professional Genealogist (APG) 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.

Conclusion

This letter and any applicable fee schedule reflect the full scope of our agreement and replace any earlier, tentative commitments made by either of us. Any changes or superseding agreements will be effective only if they are made in writing.

I thank you for this opportunity to be of service.

Sincerely,

Vanita Lynn Warren, DBA: KSI Genealogy

Date

CLIENT’S ACCEPTANCE

I accept this agreement:

Signed

Date

Printed Name

Please sign this copy and return it to me; you should make a copy for your records.