

Genealogical Research Agreement

This Agreement sets forth the terms under which **HoldenWorks** will provide professional genealogical research services to the undersigned client ("Client").

1. Engagement & Research Assessment Fee

The Client hereby engages **HoldenWorks** to conduct genealogical research on the Client's behalf. The Client has enclosed a **non-refundable Research Assessment Fee of \$350.00**.

While every project is different — and can be tailored by mutual agreement — investigations are **most often confined to a single surname**, with **the minimum necessary time being 30 hours**. A thoroughly researched and well-corroborated project often requires 40 hours.

Project time is **divided equally** into: (a) Investigation and Analysis and (b) Report Writing.

The Client may authorize total project costs **not to exceed \$_____**, **exclusive of the Research Assessment Fee**, unless otherwise agreed to in writing by both parties.

Following receipt of the Assessment Fee, **HoldenWorks** will prepare a **Formal Research Plan** describing the research objectives, scope, methodology, estimated time, and anticipated expenses. Research will not begin until the Client approves the Formal Research Plan in writing.

*Note: Some projects may be terminated at the end of this initial stage due to lack of available evidence. In such cases, **no payment beyond the initial Assessment Fee will be charged**.*

2. Professional Standards & Research Limitations

HoldenWorks will perform all services as an **independent contractor**, in accordance with *Genealogical Standards* (Board for Certification of Genealogists, 2014), and consistent with generally accepted professional research practices.

The Client understands and acknowledges that:

- Genealogical research cannot guarantee specific discoveries, conclusions, or outcomes.
- Research strategies, questions, or scope may require modification due to time constraints, record loss, restricted access, language barriers, or other limitations identified during the research process.

3. Fees & Expenses

Hourly Rate

- \$90.00 per hour
- Includes: research, analysis, consultation, client communication, and report preparation

Reimbursable Expenses

The Client agrees to reimburse reasonable out-of-pocket expenses, including but not limited to photocopying, database subscriptions or access fees, archival fees, postage, and telephone charges. Any unusual, extraordinary, or significant expenses will be disclosed in advance in the Formal Research Plan or by written amendment, in consultation with Client.

4. Research Process & Reporting

- Work will commence upon receipt of:
 1. This signed Agreement

2. The Research Assessment payment
 3. All relevant materials currently in the Client's possession (including family records, prior research, correspondence, and source citations)
- **HoldenWorks** will submit a **Formal Research Plan** for written approval before research begins.
 - No work beyond the approved plan will be undertaken without written agreement between both parties.
 - The **final research report** will include:
 - A summary of the research questions asked and answered
 - An explanation of the methodology used and limitations encountered
 - A list of sources consulted
 - Analysis and interpretation of findings
 - Recommendations for further research or next steps
 - A detailed accounting of out-of-pocket expenses (disclosed upon request)
 - **Payment in full** is required **prior to** delivery of the final report.
 - For extended or complex projects, research may be divided into discrete phases or sub-projects, as described in the Formal Research Plan.
 - If so, interim reports will be delivered upon payment for each phase.
 - Invoices on sub-projects should be payable within **15 days** of issuance of invoice.

5. Authorization & Confidentiality

This Agreement authorizes **HoldenWorks** to act as the Client's agent for the purpose of requesting records, reproductions, and information relevant to the approved research plan.

All non-public information provided by the Client will be treated as confidential and will not be disclosed without the Client's written consent, except as required by law.

The Client acknowledges that genealogical research may uncover unexpected, sensitive, or previously unknown information. **HoldenWorks** bears no responsibility for the personal, emotional, or familial impact of such discoveries.

6. Report Use & Copyright

HoldenWorks retains **copyright** in all research reports and related materials.

The Client may share the report with immediate family members for personal, non-commercial use. Broader distribution, publication, or public posting requires prior written permission from **HoldenWorks**, which will not be unreasonably withheld.

The Client grants **HoldenWorks** permission to use the report and related project materials for:

- Genealogical credentialing applications or renewals
- Short excerpts used in lectures, courses, or presentations
- Professional or scholarly articles and publications

No identifying personal information will be disclosed without the Client's consent.

7. Termination

Either party may terminate this Agreement with written notice.

- The Client remains responsible for all fees and expenses incurred up to the effective date of termination.
- **HoldenWorks** may terminate this Agreement if the Client:
 - Fails to provide necessary information or cooperation
 - Fails to make timely payments

- Requests services that would be unethical, impractical, or disproportionately costly relative to their research value

Any prepaid fees, excluding the non-refundable retainer, will be applied to completed work and reimbursable expenses incurred through the termination date.

8. Governing Law & Severability

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which **HoldenWorks** principally conducts business, unless otherwise required by applicable law.

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

Client Name

Client Signature

Date

HoldenWorks Representative

Date
