



Discovering Yesterday

Service Agreement drafted on this ____ day of _____, 20____

between

_____ (hereafter referred as the “Client”)

And

Discovering Yesterday (hereafter referred to as the “Contractor”)

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.
- C. Terminology should be taken into account when reviewing payment and work terms. Calendar days refer to each day regardless of weekend or holiday, whereas business refer to days on which business is normally conducted excluding weekends and federal holidays.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor agree as follows:

Services Provided:

1. The client hereby agrees to engage the Contractor to provide the following services:
 - a. Genealogical research as specified in consultation notes.
2. Services may also include any other tasks which the party may agree on and outline in an addendum to this agreement.

Term of Agreement

3. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until the completion of services or written revocation on the part of either the Client or Contractor.

Currency

4. All monetary amounts referred to in this agreement are in USD (US Dollars).

Compensation

5. An initial non-refundable deposit of \$50 dollars will be payable by the Client.
 - a. This deposit covers a 30 minute consultation and two hours of initial research to be completed within 10 business days. If the Contractor determines that no viable leads can be found, a termination document may be prepared and further balances due will be voided.
6. The remaining pay schedule will be as follows:
 - a. For packages: 50% of balance will be due immediately to proceed with research; 25% of balance will be due after 15 calendar days; final balance will be invoiced upon completion of project.
 - b. For hourly research: Ongoing research without definitive timelines will be billed bi-weekly with payment due upon receipt of invoice. If payment has not been rendered by the time a new invoice is prepared (without prior arrangements), a \$10 inconvenience fee will be added and work will cease until balance is paid in full.
7. Final balance payment is due within 35 calendar days of final invoice date.

Reimbursement of Expenses

8. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
9. Any and all expenses must be pre-approved by the Client.

Confidentiality

10. Confidential Information refers to any data or information which would reasonably be considered to be proprietary to the Client (ie: personal information which would not otherwise be discoverable by publicly accessible means).
11. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
12. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is confidential regardless of whether it was provided before or after the date of the Agreement or how it was provided to the Contractor.
13. There is to be no assumed expectation of access to anything deemed Confidential Information by any party other than the Client without expressed written consent of the Client. This includes immediate family members, inclusive of spouses.

Return of Property

14. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation or records within 15 business days of expiration.

Assignment

15. The Contractor will not voluntarily assign or otherwise transfer its obligation under this Agreement without the prior written consent of the Client.

Modification of Agreement

16. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

Future Use of Work

17. Client understands and agrees that Contractor may retain copies of work performed and data discovered for portfolio use. Contractor agrees that personal information that may identify Client will be redacted to protect confidentiality unless Client agrees to be identified in writing.

Liability

18. The Client understands and agrees that the Contractor can make no guarantees regarding what information, if any, may be found or what conclusions may be drawn from it. Client further understands and agrees that Contractor cannot predict in advance if any discoveries would be contrary to those desired by the Client. The Contractor is bound to disclose all relevant information to Client.

By signing below, I acknowledge, understand and agree to the terms set forth as written in this Agreement.

_____ Date _____ Date

_____ Signature of Client _____ Contracted Record Researcher

Discovering Yesterday
PO BOX 1014
Hammonton, NJ 08037

_____ Client #:

_____ Contract #: